

GILA COUNTY
PROCUREMENT GROUP



STATEMENT OF OPERATING PROCEDURES

October 1, 2012



PROCUREMENT PROCEDURES

GILA
COUNTY

PURPOSE

To provide a set of Procurement procedures whereby all departments, County Agencies, or units may make necessary procurements using the same guidelines, methods, and forms. This procedure is written in accordance with the Arizona Revised Statutes.

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ATTACHMENTS

- **Forms:**
EXHIBITS "A" - "U"

- **Policies:**
Procurement - Contracts
Procurement - Purchasing
Disposal of Fixed Assets & Inventory

- **Referenced Arizona Revised Statutes:**



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ARTICLE 1: GENERAL INFORMATION

1.0 Application

County Procurement procedures apply to all offices and departments which use the facilities of the County Procurement Group for assistance in acquiring goods or service and the Finance Department for paying third party vendors, including payments from Special Revenue and Grant Funds. The use of "departments" hereafter applies equally to elected officials and appointed department heads.

1.1 Planning

The primary responsibility of a requesting department is to plan purchasing needs sufficiently in advance so orders can be placed in economical quantities and allow for delivery lead times. Requisitions shall be considered only if the Department has sufficient budgeted funds available. Each Department Head has the ultimate responsibility to maintain the Department's operations within its Board approved budget

1.2 County Employee or Official Use of Contract Prohibited

County employees and officials shall not be permitted to make purchases for personal or personal business use of any contract entered into by the county.

1.3 Segregation/Division

County Officials are not to segregate or divide purchases for the purpose of avoiding the purchase requisition or bidding process.

1.4 Cooperative Purchasing

Purchases made pursuant to cooperative purchasing agreements that are compliant with A.R.S. §41-2632 are deemed to be compliant with the Gila County Procurement Procedures.

1.5 Taxes

1.4.1 Purchases for Gila County are Federal Excise Tax Exempt.

1.4.2 Sales tax is not exempt for purchases acquired in State or Out-of-State. Out-of-State purchases are subject to a "Use Tax".

1.6 Under \$500

Items costing less than \$500 should be purchased by department utilizing a County issued purchase card (P-Card). The Procurement Group may decide to process departmental requisitions and pay for items requested by individual departments for amounts exceeding \$500 via Procurement Group issued purchase "P-Card".

1.7 Warranties or Guarantees

Gila County purchases many items carrying warranties or guarantees for specific periods. Before ordering repairs or replacement of such items, the requesting department is responsible for checking as to whether there is a guarantee or warranty in effect.



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ARTICLE 2: DEFINITIONS

Accounts Payable: Balances owed to others for goods, supplies and services received.

Accounts Receivable: Claims held against others for money owed to County for goods, services provided, fines or fees assessed.

Assets: The value, in terms of dollars, of economic resources owned by an entity or to which the entity has certain rights of measurable economic value. Asset accounts ordinarily have debit balances.

Calendar Year: Calendar year defines the year as designated by the Gregorian calendar in common use as beginning on January 1st and ending on December 31st of the same year. A calendar year contains 365 days except in leap years when a calendar year has 366 days. It is a universal 12-month period as opposed to a fiscal year where the 12-month period is determined by an industry or corporation for purposes of accounting.

Capital Assets: Resources of a fixed or permanent character, such as land, buildings, and equipment with an expected economic life exceeding one year and with a purchase value of at least \$5,000.

Contract: Refers to a legally binding agreement between two or more parties.

Depreciation: (1) Expiration in the service life of fixed assets attributable to wear and tear, deterioration, action of the physical elements, inadequacy, and obsolescence; (2) The portion of the cost of a fixed asset other than a wasting asset which is charged as an expense during a particular period. (Note: In accounting for depreciation, the cost of a fixed asset, less any salvage value, is prorated over the estimated service life of such an asset, and each period is charged with a portion of such cost. Through this process, the entire cost of the asset is ultimately charged off as an expense.)

Disposition Method: The method used to dispose of a fixed asset. The disposition method associated with a fixed asset identifies how it was disposed (e.g., sold, destroyed, stolen or transferred).

Encumbrance: Reservation of funds in anticipation of expenditure due to the issuance of a purchase order or contract.

Federal Fiscal Year: An accounting period for which annual financial statements are regularly prepared, generally a period of 12-months, 52 weeks. The fiscal year for the Federal Government begins on October 1st and ends on September 30th.

Fiscal Year: A twelve-month period of time to which the annual budget applies and at the end of which a governmental unit determines its financial position and the results of its operations. In Arizona, the legal fiscal year is July 1 - June 30.



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Fixed Assets: The transfer of a capital asset to a new account which has been put into service or utilized and has begun to be depreciated.

FOB: An initialism which pertains to the shipping of goods. Depending on specific usage, it may stand for Free on Board or Freight on Board. FOB specifies which party (Buyer or Seller) pays for which shipment and loading costs, and/or responsibility for the goods transferred. The last distinction is important for determining liability for goods lost or damaged in transit from the Seller to the Buyer.

FOB Destination: Implies terms of sale under which title of goods passes to the buyer at the point of destination. Terms of agreement between buyer and seller whereby ownership passes when merchandise is received by the buyer, and the seller pays the transportation cost. A term used in the transportation of goods meaning that the title of the goods being transported passes to the buyer when the goods arrive at their destination.

FOB Shipping Point: The point of agreement between buyer and seller whereby ownership passes when merchandise is delivered to the freight carrier, and the buyer pays the transportation cost. Term is also known as FOB factory and means the buyer accepts ownership at the seller's place of business. The buyer is then responsible for paying shipping costs, and bears ownership and risks of damage/loss when the goods are in transit or in transportation.

Formal Bid: A sealed proposal or quotation for the supplying of goods or services. By Arizona Revised Statutes, A.R.S, amount which exceeds a annual aggregate dollar amount of fifty thousand dollars. This requires the advertising of proposed activity for two weeks in a local newspaper of general circulation prior to a competitive sealed bidding process.

Goods: Items of merchandise, finished products, supplies, or raw materials.

Informal Bid: An unsealed proposal or quotation for the supplying of goods or services which will not exceeds an annual aggregate dollar amount of fifty thousand dollars.

Invitation for Bids: An IFB provides detailed project specifications and allows bidders to send in their proposals indicating how much the project will cost to complete. Because the focus of the IFB is on the bidder's "price" for the project completion, there is less emphasis on the bidder introducing its own ideas. This separates the IFB from a request for proposals.

Purchase Order: A document which authorizes the delivery of specified goods or the rendering of certain services and defines the purchase value and terms of payment.

Quote Request: Document used in soliciting price and delivery quotations that meet minimum quality specifications for a specific quantity of specific goods and/or services. Quote requests are commonly used for goods or services whose purchase falls below the formal sealed-bidding threshold.



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Receipt of Goods: Taking physical possession of goods. An acknowledgment of having received and taken into one's possession, a specific good which was ordered under a purchase order.

Request for Proposals: An RFP typically involves more than a request for price. Other requested information may include basic corporate information and history, financial information, technical capability, product information, estimated completion period, customer references.

Request for Qualifications: Under a RFQ the cost of the work is not considered when making the initial selection of the best or most appropriate provider of the service required. Fees for services will be negotiated, however, following selection and before contracting. Price may be taken into consideration under the RFQ but not for the purpose of the determination of the most suitable and qualified provider of the service. Creative services cannot be fairly priced before the creative process has taken place.

Requisition: A written request, from a department to the procurement group to seek the purchase of specific goods or services.

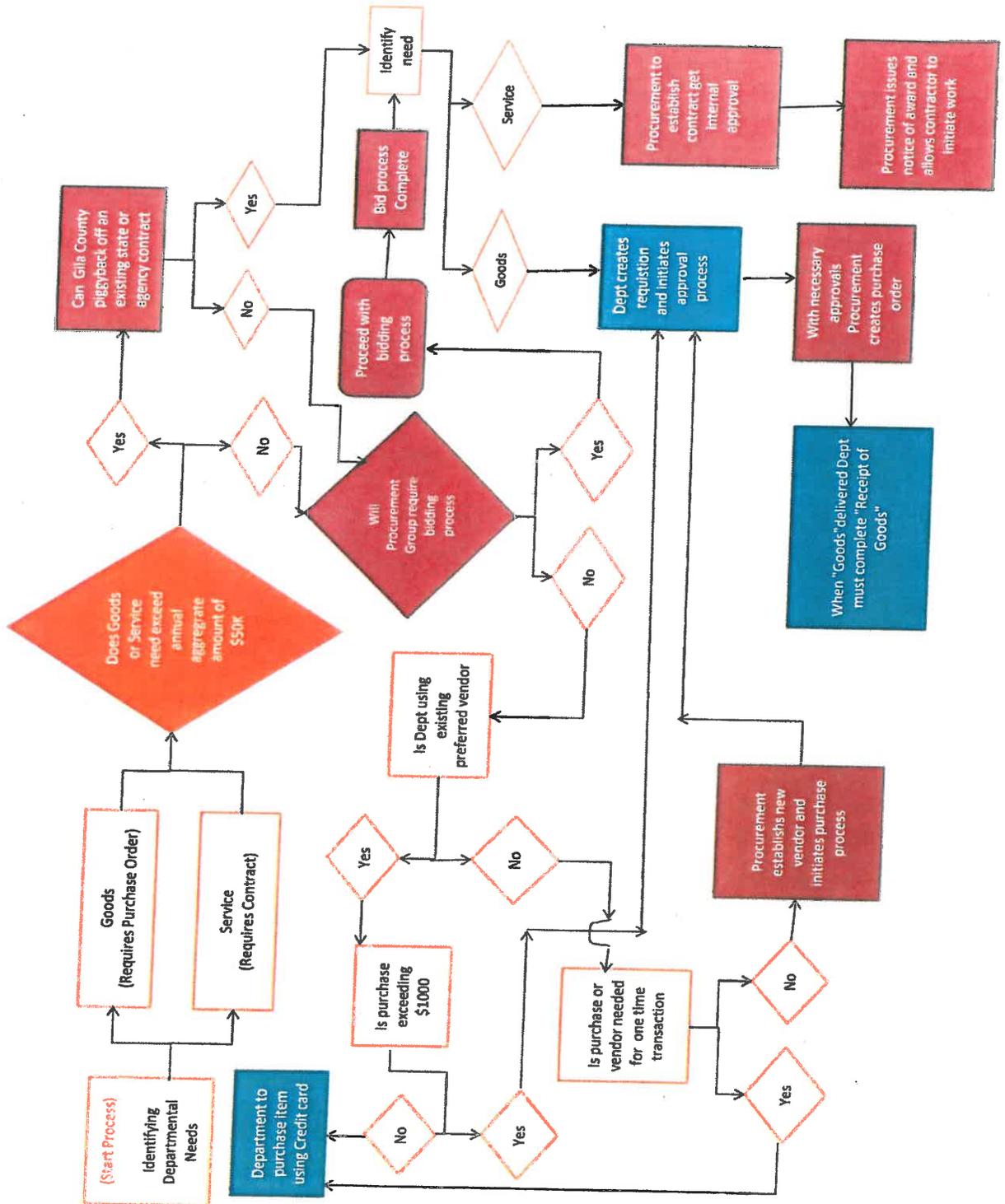
Services: Useful labor performed by an individual or organization on behalf of, or for, others for which they will receive payment. Doctors, Lawyers, contractors, engineers, etc.

Vendor Information: Data contained in the Vendor Profile by vendor number and mail code to uniquely identify the vendor associated with a transaction. Examples of vendor information include vendor type, vendor name, address, and phone number, ownership code, individual contact name, payment terms and method of financial distribution.



ARTICLE 3: PROCUREMENT DECISION FLOW CHART

Gila County Procurement Decision Flow Chart





ARTICLE 4: REQUISITION PROCESS

Purchases Not Requiring Advertised Bids (A.R.S. §41-2535, §11-254.01)

Goods purchased by departments that do not exceed an aggregate amount of \$50,000.00.

4.1 Electronic Requisitions

All Purchase Requisitions shall be completed electronically in the New World System by the requesting department and sent through the necessary departmental approval levels prior to submitting to the Procurement Group for Purchase Order Processing.

- a. The requisitioner must provide required information in order to prevent misinterpretation. Detailed backup documentation must accompany requisition.
- b. In order to clarify the requirements, incomplete requisitions will be returned to the requisitioner without approval.
- c. Refer to attached "Exhibit A" for a complete list of department approval levels.

4.1.1 Entering Information into Requisition

Requisitioner will be required to complete the following information in the New World System:

- a. Department Information
 - Department Name/Number
 - Recommended Vendor Name (if providing)
 - Description of item requested
 - Date material required to be delivered
 - Category - Standard
 - Form Type - Regular
 - G/L Date - Populates automatically
 - Bill to Location: Finance
- b. Item Information
 - Item (Exhibit "T", New World Item List)
 - Enter Sales Tax as Separate Line item (if included)
 - Description
 - Notepad: Provide detailed information i.e., recommended vendor(s) and item description
 - Quantity
 - G/L Account (enter multiple accounts as necessary)
 - Project Number

Note: Items charged to a non-general fund should utilize both a G/L Account and project number when the program requires additional reporting backup to substantiate the billings to grantors.



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- c. Detail Information
 - Employee Name (requisitioner)
 - Ship to Location
- d. Attach any support documentation that would better help Procurement in the process. (This information may be sent to Procurement via email instead of attaching to requisition.)

4.1.2 Approval Levels

Once the requisitioner has completed the required requisition information and attached all supporting documentation the requisition will go through multiple levels of approval depending on requisition amount.

Refer to Exhibit "A" for department employee approval list.

Approval Levels (Attachment "U", Procurement Policy, BOS-FIN-003)

1. Department designee less than \$1,000*
2. Department Head/Director less than \$5,000*
3. Finance Director less than \$10,000
4. County Manager less than \$25,000
5. Board of Supervisors \$25,000 and greater

*All requisitions for any item in the commodity code of Capital, Furniture or Computer must additionally be approved by the Finance Director. There is no minimum dollar amount for purchases of these items requiring approval from the Finance Director.

4.1.3 Procurement Receipt of Requisition

Once the electronic requisition has obtained all necessary levels of approval it will be routed to the Procurement Group.

- a. Upon review by the procurement group the requested vendors (if included) will be contacted and best price negotiated. If no vendor is noted the Procurement Group will contact multiple vendors for price quotes. The County will let to the lowest quote price that meets all requested specifications and needs of the County.
- b. If the final cost is found to be over that of the submitted requisition the requisition will be routed back to the requisitioner to obtain a higher level of approval.
- c. If all approval levels have been met after negotiations the requisition will then be processed into a Purchase Order.
- d. The procurement group will utilize the Preferred Vendor List to place orders for common goods needed. If a good does not have a preferred vendor then



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procurement will request quotes or other methods to ensure the county is paying the lowest possible cost.

An electronic copy of the Purchase Order will be sent by the Procurement Group to the vendor and the requesting department.

4.1.4 Requisitions Containing Assets

Should the Procurement Group receive an electronic requisition requiring the purchase of an asset (Items greater than \$5,000), the following process shall apply:

- a. Procurement will complete the Acquisition of Fixed Asset Inventory Form, Exhibit "R", and forward to the Accounting Department for tracking and inventory entry.
- b. Accounting Department will contact requesting department and forward the form to that department.
- c. The Department Head shall sign the Acquisition Form and return it to the Accounting Department for processing.

4.2 Price Quotes - Informal Purchase Procedures

Informal purchases are those between \$500 and \$50,000. A variety of methods are used to make these purchases, which are described below.

- a. Quotations are used by buyers for purchases between \$500 and \$50,000. They are solicited by the Procurement Group by mail, e-mail, or fax.
- b. Procurement Cards may be used by employees for purchases, which do not exceed \$500. These purchases can be as outlined in the procurement card procedures and the Procurement Decision Flow Chart.

Departments are not permitted to solicit or accept quotations or bids from third party vendors.

4.3 Items Exempt from Purchase Orders

- a. Salaries and related costs;
- b. Jury and Witness fees;
- c. Travel;
- d. Utilities (Telephone, gas, electric, etc.);
- e. Postage;
- f. Medical costs for indigent;
- g. Employee allowances (uniform and tools);
- h. Others, as approved by the Finance Director, County Manager, and/or Board of Supervisors.



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4.4 New Vendors

All vendors must complete an I.R.S. W-9 Form, Exhibit "B", in order to be entered into the New World System for payment. Procurement will contact the vendor in order to receive a completed W-9. Once the W-9 is received a Vendor-Setup Request Form, Exhibit "C", will be completed and the 2 forms turned in to the Accounting Department in order to have the vendor added to the system.

The adding of new vendors will be closely monitored and must be justified by the requesting department. The department must clearly explain why current vendors will not be able to be used to secure the goods or services and that a new vendor should be added. Departments must not purchase goods or services from a vendor that has not been previously established in the New World system. The only exception to this may be that the department can complete the purchase by utilizing a County issued purchase P-Card.

The Finance Director must approve the addition of each new vendor prior to any procurement or financial activity will be permitted.

4.5 Preferred Vendor List

The Procurement group shall develop and maintain a preferred vendor list in order of the National Institute of Governmental Purchasing (NIGP) Commodity Codes. This list will be frequently modified in order to meet the needs of the County.

The NIGP codes are used to bring the highest levels of order and efficiency to the overall procurement program and assist the Procurement Group in procuring available suppliers for various products and services.

Examples of preferred vendor category types are but are not limited to:

- Architects
- Electricians
- Engineers
- Tires
- Plumbers
- Cleaning Supplies
- Medical Supplies
- Office Supplies
- Computer Supplies
- Auto Supplies
- Safety Equipment

Establishment of preferred vendors will allow departments and offices to quickly order goods or services from selected vendors that have already been preapproved for doing business with the County. This may include accepting credit card payments, open blanket purchase orders and or contracts for a negotiated time period, pricing and payment terms.



ARTICLE 5: CONTRACTS

Gila County enters into several types of contracts. Some examples of these contracts are Service Agreements, Maintenance Agreements, Lease Agreements, General Agreement, Intergovernmental Agreements (IGA), Cooperative Purchasing Agreements, and Memorandums of Understanding (MOU). (A.R.S. §41-2632, 2634 and A.R.S. §11-952)

All service contracts will be approved as to form by the County Attorney before being submitted to the vendor for review and signature, prior to approval by the County Manager.

A copy of all completed County contractual agreements will be kept on file by the Procurement Group.

Note: All proposed contractual agreements with an aggregate amount valued over \$50,000 and exceeding a one year term must have Board of Supervisors approval. (Gila County Policy # BOS-FIN-002)

5.1 Cooperative Purchasing Agreements

Gila County shall have the authority to participate in, sponsor, conduct or administer cooperative purchasing agreements for the procurement of any materials, services, or construction with one or more eligible procurement units in accordance with an agreement entered into between the participants when it is in the best interest of the County.

Cooperative purchasing allows the County to make purchases using the results of bids from cooperative purchasing agencies and other public entities. This allows the County to purchase like goods and services without going through the bidding process, which has already been done by the other agency or public entity saving the County time and money.

Other agencies can be but are not limited to; National Joint Powers Alliance (NJPA), Mohave Arizona Cooperative Purchasing (MESAC), National Intergovernmental Purchasing Alliance (NIPA), and Strategic Alliance for Volume Expenditures (SAVE).

- a. The County is not authorized to participate in cooperative purchasing with another government entity unless, prior to the solicitation, an Intergovernmental Cooperative Purchasing Agreement is executed between the parties.
- b. Prior to participating in a cooperative purchasing agency the County must first have Board of Supervisors approval to become a purchasing member of that agency.
- c. Gila County shall determine, before entering into a cooperative purchasing agreement under which another public entity undertakes procurement that the public entity has conducted or will conduct procurement through competitive procedures reasonably similar to those set forth in the Gila County Procurement policy.
 - 1) The vendor must agree to sell the goods or services at the same price or less.



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- 2) The bid or RFP from the other agency must have been let within the last twelve months.
- 3) As per Policy BOS-FIN-002 Section II.3., IGA's must be approved by the County Manager or Board of Supervisors.

5.2 Arizona State Procurement

Gila County has a cooperative purchasing agreement with the Purchasing Office of the State of Arizona, Department of Administration, Finance Division. This agreement permits Gila County to purchase any supplies, commodities, equipment, services, and materials covered by existing State Contracts from consenting vendors/suppliers.

Purchases from Arizona State Contracts are not subject to the requirement for public bidding as the State Purchasing Office has already publicly bid the commodities or services on the contracts.

- a. Purchases of supplies, equipment, and services shall be made from State Contracts whenever it is in the best financial interest of the County, and the best overall value.
- b. Cost comparisons are not required when a purchase is made from the State Contract; however, random comparisons are encouraged.

5.3 Intergovernmental Agreements

An Intergovernmental Agreement is a contract between two or more governments or divisions of a government.

All Intergovernmental Agreements must have County Attorney and Board of Supervisors approval.

5.4 Maintenance Agreements

Maintenance Agreements are usually initiated by the vendor providing a maintenance service on a product. Gila County has County Attorney required specific language in all agreements which shall be added to the vendor agreement and returned to the vendor for signature prior to County Manager signing. Refer to Exhibit "F" for Contract Standard Terms and Conditions Addendum.

5.5 Rental Agreements

Gila County may enter into lease or rental agreement from time to time depending on the needs of the County. These agreements can range from storage, buildings, and equipment.

Storage leases are usually executed by the storage facility and only require the approval of the County Manager.

Building and Space Leases are usually executed by the building owner and require the County standard terms and conditions added. These leases will require County Attorney and County Manager approval.



- a. When the situation occurs that the building owner does not already have their own executed lease agreement the Procurement Group will create a lease in accordance with the County standard terms and conditions and have prior County Attorney approval to obtaining owner signature.

5.6 Memorandums of Understanding

Gila County will on occasion enter into a Memorandum of Understanding with another party. The MOU is a legal document that outlines the terms and details of an agreement between the County and another party that includes each parties requirements and responsibilities. The MOU allows all involved to concretely see that they are agreeing to the same thing.

The MOU is treated the same as an Intergovernmental Agreement but may not necessarily involve a government entity. An MOU must be approved by the Board of Supervisors.

5.7 Service Agreements

Is an agreement where the County is requiring labor and/or service from a third party. This work can be for construction projects, rebuilds, professional service, or any need for special labor support, and software implementation. The service contract contains the required County standard terms and conditions, specific scope or work, service period, and vendor's fees.

5.8 General Agreements

Is an agreement where the County is providing or requiring a service, acquiring property or providing funding for a County economic development program. The agreement must clearly define the scope of activity, terms and conditions for the contractual obligation between the parties.

5.9 Sole Source Procurement (A.R.S. §41-2536)

A contract may be awarded for a material, service or construction item without competition if it is determined there is only one source for the required material, service or construction item.

- a. The requesting department shall submit to the Procurement Group a written determination of the basis for the sole source procurement request.



ARTICLE 6: QUOTE & INFORMAL BID PROCESS

Gila County may enter into contractual arrangements for goods and services under \$50,000 which do not require the formal bidding process (A.R.S. § 2535). When this occurs the Purchasing Group may seek quotes or obtain informal bids for these specific goods or services. As a general guideline the Procurement Decision Flow Chart will be used on a case by case basis to determine whether the need for quotes or bids. The requesting department must provide an estimated annual aggregate purchase value of the goods / service and the frequency of transactions will be reviewed to assist in the in the decision to obtain quotes or bids.

6.1 Quote / Informal Bid

6.1.1 Goods or Services

- a. The requesting department will notify the Procurement Group of the desire to purchase a specific good or service. The department will need to provide specific information concerning requirements and specifications. The department must complete either a requisition for Goods, or a Contract Request Form, Exhibit 'D' for services. The Procurement Group depending on the estimated or historical purchase value and frequency of purchase will proceed as follows:
 1. Use of preferred vendor
 2. Single source
 3. Annual aggregate value less than \$5,000 (request Quote if there is no preferred vendor established for the type of good or service requested)
 4. Annual aggregate value between \$5,000 and \$25,000 (request Quote or Informal Bid)
 5. Annual aggregate value between \$25,000 and \$50,000 (request Informal Bid)
- b. The Procurement Group will request quotes or bids from selected vendors. In order to establish and follow consistent practices and reduce perception of potential conflict of interest, departments are not permitted to solicit or accept quotes or bids from third party vendors, whether or not the vendors have been established in the New World system.
- c. Only written or faxed quotes will be accepted. Verbal quotes will not be considered.
- d. After the Procurement Group receives the quotes they will award to a vendor based on the lowest price meeting all requirements.
- e. The Purchasing Department will create a purchase order and obtain the correct approvals in the routing sequence according to PO amount.
- f. A copy of the PO will be sent to the vendor and the requesting department.



6.1.1.1 Blanket Purchase Order

- a. The blanket PO is used when there is a recurring need for expendable goods that contain a fixed price over a specified period of time.
- b. The Procurement Group will make the determination whether to use a regular or blanket PO.

6.2 Informal Bids

When the County is seeking quotes for a larger service projects, which the estimated expenditure exceeds \$25,000, an informal bid request shall be recommended. This request is more detailed than a quotation and may require a bond. It may also include detailed plans and specifications of the required work.

- a. The requesting department shall complete a Contract Request Form, Exhibit "D", and submit to the Procurement Group. The form must be completed in its entirety to prevent any misinterpretation. The form can be found on the county intranet under Finance or requested through the Purchasing Department.
- b. The department shall provide the required plans and detailed specifications necessary for the project.
- c. The Procurement Group will create the informal bid request and submit to qualified contractors along with the plans.
- d. After Procurement has received all informal bid request submittals they will be evaluated to select a recommended vendor by its technical and financial bid.
- e. The recommendation will be forward to the appropriate level for approval (BOS-FIN-002 or BOS-FIN-003) by the County Manager or Board of Supervisors. Upon their approval a purchase order or contract will be completed.



ARTICLE 7: FORMAL BID PROCESS

Purchases Requiring Advertised Bid (A.R.S. §34-201, §41-2533, §41-2534, §2539)

All supplies, materials, equipment and contractual services, professional services, exceeding an annual aggregate amount of \$50,000 shall require a formal bidding process. The Procurement Group along with the County Manager will determine when to bid for professional services. This list is not presumed to be complete nor all exclusive. The County Attorney should be consulted whenever it is questionable whether or not a specific item should be advertised for bids.

7.1 Bid Process

The following process shall apply for purchases requiring advertised bids:

7.1.1 Bid Advertisement & Creation

- a. The requesting department shall complete the Bid Request Form, Exhibit "G", and return to the Procurement Group. The form can be found on the intranet under Finance or may be requested through the Procurement Group.
 1. The form must be completed in its entirety and contain the detailed scope of service and specifications required by the requesting department to be included in the bid.
 2. The Procurement Group will not be responsible for required information missing from the bid not sent by the requesting department.
- b. Upon Procurements receipt of the completed Bid Request Form Exhibit "G" the Invitation for Bids (Request for Proposals or Request for Qualifications) will be completed in a timely manner. Availability of department funds will also be verified at this time.
- c. The Procurement Group will complete the Request to Advertise Form, Exhibit "H", to be included along with the Bid and sent to the Board for approval.
 1. Important bid dates will be determined at this time and verified with the requesting department. These dates may include but not be limited to:
 - Date Request to Advertise Placed on Agenda
 - Bid Due Date and Time
 - Advertisement Dates
 - Site Visit Dates and Times
- d. The Invitation for Bid and Request to Advertise Form will be sent to the requesting department for review and form signature. The Request to Advertise Form shall be printed, signed by the Department Head, and returned to Procurement.



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- e. Upon receipt of the signed Request to Advertise Form, Procurement will enter copies of both the form and the completed bid packet into the Agenda Quick System to go before the Board of Supervisors for approval. The request will be presented to the Board by the Finance Director.
 1. One original bid packet containing two solicitations and the Request to Advertise Form will be taken to the Clerk of the Board to be signed by the County Attorney and Board Chairman at a Regular Board Meeting.
 2. The completed agenda quick item form will be printed and attached to the front of the packet as a cover sheet.
- f. After Board approval, the Bid Solicitation will be sent electronically to the official County Newspaper to advertise for at least two consecutive weeks per A.R.S. §34-201.
 1. The solicitation must be sent to the posting newspaper at least 5 business days prior to the first advertisement date.
 2. A copy of the bid will also be posted on the Gila County website.
- g. The Procurement Group will be responsible for sending out and tracking of bids.
 1. Individuals interested in receiving a bid packet can send an email request via the County website or call the Procurement Group by calling the phone number listed in the solicitation notice sent to the newspaper and listed on the county web site.
 2. All individuals sent a bid packet must be added to the Bid Tracking Form (Plan Holders List), Exhibit "I".
 3. Bids will also be sent to "Plan Rooms" upon their request.
 4. If there are any addendums created for the bid, all individuals who requested a bid packet shall be emailed a copy of the addenda.

7.2.1 Bid Opening

- a. Bids shall be opened in a public meeting. In the Board of Supervisors Conference room or other designated site at a date and time specified in the Invitation for Bids. All bids received after the date and time specified shall be returned to the vendor unopened.
 1. A Procurement agent and Finance employee shall be in attendance at all bid openings.



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2. As bid proposals are received they shall be signed in on the Solicitation Sign-In Sheet, Exhibit "J", and include the Firm Name, and Date and Time the sealed proposal was received. The date and time shall also be written or stamped on the outside of the sealed envelope.
3. Bids shall be opened and read aloud by the Procurement agent.
4. Vendor's names and proposal amounts shall be entered on the Bid Tabulation Form, Exhibit "K".
5. At the end of the bid opening, the Procurement agent shall read aloud the firm name and amount proposed by the apparent low bidder.
6. Representatives of the public, vendors and using department(s) may attend and must sign the Bid Opening Attendance Form, Exhibit "L".

7.3.1 Bid Review

- a. After bids are opened the Procurement Group and requesting department will review all bid proposals.
 1. A Pre-Bid Award Review Form, Exhibit "M", will be completed by Procurement in order to verify all required County information is present and complete.
 2. The requesting department shall be responsible for verifying the scope of work and technical specifications have been fully met by the proposing bidder. This shall include work history, references, experience, and safety rating.
 3. The Procurement Group will review the financial bid proposal and make recommendations based solely on the financial best price to the county.
 4. The Procurement Group and requesting department will meet to discuss and analyze the proposal amount and technical capabilities in order to select the successful bidder.
 5. If the financial and technical reviews/recommendations do not result in the same recommendation of award then a comprehensive description must be prepared as to why the lowest price will not be selected and forwarded to the Finance Director.
 6. The recommendation will be forward to the appropriate level for approval (BOS-FIN-002 or BOS-FIN-003) by the County Manager or Board of Supervisors. Upon their approval a purchase order or contract will be completed.



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- b. For construction bids the bidder must submit a "Bid (Surety) Bond" (Cashier's Check, Certified Check, or Money Order), or that bid will be rejected.
 1. A "Performance Bond" and "Labor and Materials Bond" will be required of the successful bidder in instances where a "Bid Bond" is requested.
 2. The winning bidder must also provide the Procurement Group with a certificate of insurance before clearance will be given to start work.

7.4.1 Request for Qualifications

If the solicitation is a Request for Qualifications and after the RFQ opening procedures in section 7.2.1 above, a Selection Committee (ARS § 34-603) shall be formed and proposals evaluated for award.

Note: There will not be a price amount included in a request for qualifications. This is a qualifications based solicitation.

- a. The Selection committee shall not have more than seven members and shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or an engineer. The members may be employees of the agent or outside consultants. Outside consultants shall not receive compensation.
- b. Response Evaluation Form, Exhibit "U", shall be completed by the selection committee based on each vendors qualifications proposal.
- c. The vendor who has the highest evaluation scores may be chosen for award or the selection committee may request the vendors with the top two or three highest scores to provide a presentation in order to better determine the most qualified vendor.
- d. After a vendor is chosen the Procurement Group will create a contract to be signed by the vendor and placed in Agenda Quick to go before the Board for approval.



ARTICLE 8: MATERIAL MANAGEMENT

The purpose of the disposal of assets or inventory procedure is to describe the specific procedures governing the activities for Elected Officials, Special Districts governed by the Board of Supervisors, and employees in Gila County that will ensure consistent management of all capital asset and inventory items.

8.1 Definitions (ARS § 41-2601)

- a. *Excess Materials.* Materials which have a remaining useful life but which are no longer required by the using department in possession of the materials.
- b. *Nonexpendable Materials.* All tangible materials which have an original acquisition cost over an amount set by regulation and a probable useful life of more than one year.
- c. *Surplus Materials.* Materials that no longer have any use to the County. This includes obsolete materials, scrap materials and nonexpendable materials that have completed their useful life cycle.
- d. *Equipment.* Capital asset items, real property or personal property which requires a purchase order to procure.

8.2 Disposition

- a. The Procurement Group may act on behalf of the county in all matters pertaining to the disposition of excess and surplus materials as referenced in the Gila County Disposal of Fixed Assets and Inventory Policy BOS-FIN-014.
- b. No department or county office shall transfer, sell, trade-in, condemn, or otherwise dispose of materials owned by the county without written authorization of the Procurement Group. Items originally purchased for over \$5,000 (fixed asset) require the completion of an Equipment Disposition Form, Exhibit "Q".
- c. Departments and county offices shall notify the Procurement Group of all excess and surplus materials on such forms, Exhibits "O, P, & Q", and at such times as the Procurement Group may prescribe. The Procurement Group shall determine the fair market value of excess and surplus property.
- d. The Procurement Group shall facilitate the transfer of excess or surplus materials to or between other county agencies, other units of government and eligible nonprofit institutions.
- e. *Disposition of Computers:* Computers determined ready for disposal shall be purged and the Facilities Department notified for pickup and disposal at the County landfill.



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- f. Disposition of Copiers: Copiers determined ready for disposal shall be purged and determination made by the Procurement Group if the equipment, depending on condition, should be disposed or placed on auction.

8.3 Auction of Surplus Material (A.R.S. §11.251[9])

County surplus materials may be offered through competitive public online surplus auction or thru a public attendance auction.

8.3.1 On-Line Auction

If the requesting department or office would like surplus material placed on the online auction the following procedures shall apply:

- a. The requesting department or office shall notify the Procurement Group requesting material placed on auction. Procurement will forward the department the electronic Surplus Material Auction Request Form, Exhibit "O", or the Auctioned Vehicle Information Sheet, Exhibit "P", to be completed and return to the Procurement Group.
- b. On-line auctions will be held quarterly unless an excess of surplus material dictates the auction be held sooner. The determination to move forward the auction date will be made by the Procurement Group depending on what is in the County's best interest.
- c. Before items "controlled assets" approved with grant funds can be disposed of the responsible department must request and receive approval from the granting agency.
- d. Once the Procurement Group receives the information from the requesting department or office a "Notice of Public On-Line Auction" is written and sent to the posting newspaper to be published 30 days before auction is held. The notice must contain the auction web site address www.publicsurplus.com, date items are to be released for bidding and a list of items to be auctioned.
- e. The "Notice of Public Auction" shall be placed in the agenda quick system to go before the Board of Supervisors for approval to advertise to post and to be determined by the Board as surplus material prior to sending to the news paper.
- f. After notification is received from the online auction of a winning bidder the Procurement Group will work with the winner concerning payment and pick up of the material.
- g. The Procurement Group will complete the Equipment Disposition Form, Exhibit "Q" and submit to the Accounting Group upon completion of sell and item pickup.



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8.3.2 Public Auction

If the requesting department or office would like surplus material auctioned at a public attendance auction the following procedures shall apply:

- a. See items 8.2.1.a, b, c, above.
- b. Once the Procurement Group receives the information a "Notice of Public Auction" is written and sent to the posting newspaper to be published 30 days before public auction is held per A.R.S. §11-251[9]. The notice must contain a description of the item(s) and date/time/place of the auction.
- c. See items 8.2.1.e, g, above.

8.3.3 Allocation of Proceeds from Sale of Surplus Material

- a. County government departments and offices (A.R.S. §41-1713(B)(6), that originally purchased a material with **general fund** monies shall not be reimbursed for its sale.
- b. Departments and offices that originally purchased an asset or inventory with special fund monies, such as grants, transportation tax, federal funds, highway revenue funds, etc., shall be reimbursed for the amount received less online auctioneer fee and not to exceed the current "book value" of that specific item.
- c. If the material was forfeited pursuant to a civil forfeiture action filed by the Gila County Attorney, the proceeds shall be deposited into the County Attorney Racketeering Fund Account (RICO) the value outlined in 8.3.3.b.
- d. If the material was seized by the Sheriff's Office not pursuant to a civil forfeiture action filed by the Gila County Attorney, the proceeds shall be deposited into the Sheriff Seized Esq. Recapture Account the value outlined in 8.3.3.b.

8.3.4 Auction Revenues

Monies received from the sale of auction items shall be processed by the Procurement Group as follows:

- a. Treasurers Receipt completed containing information about the item i.e., serial number, vehicle identification number, model, make, description, asset number and auction number.
- b. There is a 7.5% auctioneer commission fee charged by Public Surplus on all on-line auction sales which will be coded to the General Fund-Purchasing-Miscellaneous Sales of Equipment Account. Public Surplus will submit an electronic invoice to the Procurement Group monthly for the fee. There will not be a fee charged on public auctions.



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- c. The Treasurers Receipt is to be signed by the individual processing in Procurement and approved and signed by the Accounting Group.
- d. Once signed the monies and Treasurers Receipt are to be given to the Treasurer's Office for processing.

8.4 Lost, Stolen, or Destroyed Nonexpendable Material (General Fixed Assets)

The theft of nonexpendable material shall be immediately reported to the appropriate law enforcement agency.

All lost, stolen or destroyed nonexpendable material shall be reported by the department or office within ten (10) days after discovery of the loss to the Procurement Group.

- g. The Procurement Group shall delete such nonexpendable material from the inventory.
- h. Any such material deleted from the inventory that is subsequently located shall be added back to the inventory.

8.5 Nonexpendable Material (General Fixed Assets) Inventory Records

Each department, at the end of two (2) years, shall submit to the Procurement Group an inventory report, verified by a physical count and certified by the department's director.

8.5.1 Grant and Federal Monies

- a. All capital and controlled assets procured using Federal (Section 66.32 of 28 Code of Federal Regulations) or other grant monies will be inventoried annually by the department receiving the grant and procuring items with the grant funds. The inventory records will include the following:
 - Grant Name
 - Serial Number
 - Title Holder
 - Location
 - Other Identification
 - Vendor Name
 - Acquisition Date
 - Use
 - Property Description
 - Acquisition Cost
 - Property Cost
 - Condition of Property
- b. Property acquired using grant funds that is disposed of during the Fiscal Year being reported will be listed and shall include the following:
 - Disposal Date
 - Disposition Date
 - Sale Price
 - Grant Reimbursement
- c. Prior to disposal approval must be received from the specific state or federal agency.



ARTICLE 9: AWARD OF SERVICES

9.1 Authority to Award Contract

Arizona Statutes provides that the Board of Supervisors shall let the contract to the lowest and most qualified bid meeting specifications, or may reject all bids with the option to cancel.

9.1.1 Approvals of Contracts

- a. Only the Board of Supervisors has the authority to make contracts and has final approval of all purchases pursuant to A.R.S. §11-201 and as outlined in Gila County Policy # BOS-FIN-002.
- b. Department Heads and Elected Officials may not enter into any contractual agreements that establish financial obligations for the county.

Note: All proposed contractual agreements with an aggregate amount valued over \$50,000 and exceeding a one year term must have Board of Supervisors approval. (Gila County Policy # BOS-FIN-002)

9.2.1 Preparation of Contract Approval or Service Award

Upon Completion of the informal or formal bid evaluation the Finance Director will request the County Manager approve the proposed contractual agreement as allowed in BOS-FIN-002 or seek Board of Supervisors approval for all other proposed contractual agreements.

- a. The apparent lowest bid may not be accepted due to other factors such as qualifications, quality, discount, delivery terms, incomplete bid submitted, and any other bid factors that may affect the best interest of the County.
- b. The Finance Director shall make the determination of which vendor, based on lowest bid and technical capabilities shall be submitted to the Board for request to award.
 1. After a determination has been made as to the recommended vendor, Procurement will complete an Executive Summary Form, Exhibit E, and attach to the proposed contract. The form must also contain the bid/quote information received from all contractors.
 2. The contract will be sent to the County Attorneys' office for review, approved as to form, and returned to the Procurement Group.
 3. The contract will be forwarded to vendor for review and approval, signature. It will be explained that the contract is not



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final until approved, signed, by the County Manager or Board of Supervisors as outlined in BOS_FIN002.

4. The vendor signed contract and executive summary form will be sent to the County Manager for review and approval. Once signed by the County Manager the fully executed agreement will be returned to Procurement for processing.
- c. Procurement will enter the Request to Award information into Agenda Quick to go before the Board of Supervisors at a Regular Meeting and will be presented by the Finance Director.
1. The requesting department shall provide the information regarding background, evaluation, and conclusion for inclusion into Agenda Quick.
 2. The justification and request for award will include the following: two original proposed contractual agreements, Bid Tabulation Exhibit "K", Solicitation Sign-In Sheet Exhibit "J", and Tabulation of Bid Evaluation Scores Exhibit "V". The proposed contractual agreements already approved by the recommended vendor will be given to the Clerk of the Board for inclusion in package requesting approved by the Chairperson of the Board of Supervisors.

9.3.1 Service award or Contract Approval

As outlined in BOS-FIN-002 the award of services must be approved by the Board of Supervisors unless the proposed contract is for general purposes and is less than \$50,000 at which time the contract may be approved by the County Manager.

9.4.1 Final Administrative Handling of Approved Contract

- a. After award of service by Board of Supervisors or Contract approval by County Manager, the Procurement Group will complete a Purchase Order for the contract.
 1. The requesting department will receive an electronic fully executed copy of the contract along with a copy of the purchase order.
 2. The Procurement Group shall complete a Post Bid Award Review Form, Exhibit "N", in order to verify all necessary information/documentation has been provided by the awarded bidder prior to a release for work being given to the requesting department and bidder.



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Necessary documentation can be but is not be limited to:

- a. Certificate of Insurance: When insurance coverage is specified in the contract, the vendor shall furnish the County with certificates (ACORD form or equivalent approved by the County) as required by the contract. All certificates and endorsements required by the contract shall be sent directly to the Procurement Group for recording and approval prior to the commencing of any work.
 - b. Surety "Bid" Bond
 - c. Labor and Material Bond
 - d. Performance Bond
 - e. Proof of License/Certification
 - f. Background Check Release
3. The Procurement Group shall send a Notice of Award to the successful bidder. Such Notice shall indicate the contract number, amount of bid, project title, successful bidder name, purchase order number, terms, and invoice remittance address. A Notice of Non-Award shall be sent to bidders not awarded the contract. Work will not be permitted to start until the notice of award has been completed by the procurement group.
 4. Upon completion of work contractor must submit a Lien Release Waiver verifying all payments to subcontractor's payroll and sales taxes have been made. Upon receiving waiver the Procurement Group will authorize final payment to contractor and release of any retained retentions held by the County.
 5. An invitation for bid may be cancelled or any or all bid proposals may be rejected in whole or in part as may be specified in the solicitation if it is in the best interest of the County. The reasons for the cancellation or rejection shall be made part of the contract file.



ARTICLE 10: EMERGENCY PROCUREMENT

10.1 Emergency Purchases (A.R.S. §41-2537)

Emergency purchases exceeding \$500 and requiring a Purchase Order (Policy BOS-FIN-002 Procurement-Contracts, page 4); will be allowed only when absolutely necessary. Violation of this policy may result in the employee being held personally liable for payment. Running out of day-to-day supplies due to oversight or negligence does not constitute an emergency (Procurement Policy, II Contract Approval 4 Emergency Contracts).

10.1.1 Emergency Contract

An emergency constitutes the need to address any existing or potential threat to the public health, welfare, property or safety. Departments or Elected Offices shall prepare supporting justification of need and provide this with contract scope to the Procurement Group. The County Manager shall review the documentation and if he/she concurs may execute the contract on behalf of the County if equal to or less than \$50,000, (Gila County Procurement Policy, II Contract Approval 4. Emergency Contracts)

10.1.2 Items that constitute a true emergency shall include but not be limited to:

- a. Natural Disasters,
- b. Accidents, or
- c. Other extraordinary and unavoidable situations.

10.2 After Hours Process

In emergency situations, when materials and / or services must be acquired after normal work hours, weekends, or holidays the responsible Department Head or Elected Official must ensure the electronic requisition is submitted to the Procurement Group on the First Work Day following the event. An explanation justifying such action must be written in the description of the requisition. Once received by the Procurement Group it will be given priority processing over other purchase requisition and orders.

10.3 Regular Hours Process

When an emergency requisition is required during regular working hours it shall be submitted electronically to the Procurement Groups and be given Priority.



ARTICLE 11: APPRAISALS

From time to time the County may require appraisals done on county owned and non-county owned commercial and private property. If there is an instance where an appraisal is needed by a specific department, the department shall complete the electronic Appraisal Request Form, Exhibit "S". The form can be found on the county intranet under Finance or requested through the Procurement Group.

1. The requesting department shall complete the Appraisal Request Form and submit to the Procurement Group.
2. Once the form is received by the Procurement Group they will notify an appraiser specific to the type of appraisal. The information provided on the Appraisal Request Form shall be provided to the Appraiser.
3. All completed appraisals shall be sent by the Appraiser to the Procurement Group. Copies will be made and forwarded to the requesting department.



ARTICLE 12: ETHICS

12.1 Employee Ethics

It is the policy of Gila County Procurement Group to promote the County's reputation for courtesy, fairness, impartiality, integrity, service, progressivism, economy, and government by law. The responsibility for implementing this policy rests with each individual who participates in the procurement process, including the using department and suppliers, as well as purchasing personnel. The Procurement Group adheres to the ethical standards modeled after the American Bar Association (ABA) Model Procurement Code as set forth by the National Purchasing Institute (NPI) and the National Institute of Governmental Purchasing (NIGP).

12.1.1 No public employee, having the official responsibility for a procurement transaction, shall represent the County in any transaction in which:

- a. The employee is contemporaneously employed by a bidder, or contractor involved in the procurement transaction;
- b. The employee, or any member of the employee's immediate family holds a position with a bidder, or contractor such as officer, director, trustee or partner, has a personal and substantial participation in the transaction, or owns or controls more than five (5%) percent of the firm;
- c. The employee, or any member of the employee's immediate family has a pecuniary interest from the transaction;
- d. The employee or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder or contractor.

12.1.2 No employee having official responsibility for a procurement transaction shall solicit, demand, accept or agree to accept any payment, loan, subscription, advance, deposit of money, services, entertainment or anything of more than nominal value from any bidder, contractor or subcontractor:

- a. County employee may attend functions that are not limited exclusively to Gila County employees, i.e., an industry trade fair, or like function.
- b. Any purchases made directly from any County employee must be reviewed by the Finance Director and a written conflict of interest statement must be submitted to the Clerk of the Board of Supervisors to be entered into the public record.



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- c. Any person involved in a transaction may request a written County Attorney's opinion about the applicability of these provisions.

12.2 Vendor Ethics

Gila County requires vendors to also be held to certain ethical requirements as follows:

- a. No bidder, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value.
- b. All bidders, contractors or subcontractors shall submit with their bid a Disclosure of Interest form to disclose any personal interest of any member of the Board of Supervisors, County Administrator, County Attorney, Finance Director, Procurement Manager, or the family members of each official. Failure to make the required disclosure may result in disqualification, debarment, and suspension from bidding and recession of contracts.
- c. No contractor or subcontractor shall give, demand or receive from any supplier, subcontractor, or competitors any bribe, kickback, or anything of value in return from participation in a procurement transaction or agreeing not to compete in a transaction.
- d. Architects or engineers contracted with the County may not furnish building materials, supplies or equipment for any structure or project on which they are providing professional services.
- e. Gila County does not accept bids or proposals on a project from consultants or bidders who have solely and directly prepared specifications for that project, regardless of whether the consultant/bidder was paid for the specification.

12.3 Fraud

Fraud is subject to prosecution and employee discipline. With respect to this policy, an act of fraud is committed if any employee of the County:

- a. Negotiates a personal procurement by use of a County requisition number or purchase order number;
- b. Makes a purchase and claims the purchase is on behalf of Gila County when, in fact, the purchase was made solely for the employee's personal use; or
- c. Obtains goods or services for his/her personal use via the State Contract.



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12.4 Penalty

In accordance with A.R.S. §41-2616, any person who contracts for or purchases any material, service or construction in a manner contrary to the requirements of this Policy is personally liable for the recovery of all public monies paid plus 20% of such amount and legal interest from the date of payment and all costs and damages arising out of the violation. Willful violation of the County's Procurement Ethics Policy may result in disciplinary action up to and including termination of employment.

12.5 County Attorney Opinion

County employees are encouraged to request assistance from the County Attorney's Office whenever questions arise regarding the applicability of these provisions.



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ATTACHMENTS

EXHIBIT

▪ **Forms:**

Department Requisition Approval Levels	A
I.R.S. W-9 Form	B
Vendor Setup/Change Request.....	C
Contract Request.....	D
Executive Summary	E
Standard Terms & Conditions Addendum.....	F
Bid Request.....	G
Request to Advertise	H
Bid Holders List	I
Solicitation Sign-in-Sheet.....	J
Bid Tabulation.....	K
Attendance for Bid Opening	L
Pre-Bid Award Review.....	M
Post Bid Award Review	N
Surplus Auction Request.....	O
Auctioned Vehicle Information Sheet.....	P
Equipment Disposition Request	Q
Acquisition of Fixed Asset Inventory	R
Appraisal Request.....	S
New World Items List.....	T
Request for Statement of Qualification Response Evaluation.....	U
Tabulation of Bid Evaluation Scores.....	V

EXHIBIT "A"

*****Gila County*****
Process Manager Listing
Effective Date: 08/18/2011
Process Manager Listing
Purchasing - Requisition Entry

Process/Department /Approval Level

Purchasing - Requisition Entry

101 - Board of Supervisors

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Gina Seymour, Linda Rodriguez, Marilyn Brewer, NWS, Pam Fisher, Sherry Grice, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Marian Sheppard

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Users: Don McDaniel

103 - Elections

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, David Rogers, Liz Mata, NWS, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Linda Eastlick

Users: Joseph Heatherly

Users: Don McDaniel

106 - Emergency Services

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Denise Hansen, NWS, Sarah White, Valrie Bejarano

Users: Debra Williams

Users: Michael O'Driscoll

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Debra Williams

Users: Michael O'Driscoll

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

107 - Human Resources

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Angelo Cutter, Candy Bell, Cassandra Villegas, Erica Raymond, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Berthan DeNero

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

108 - Community Development

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Angela Parker, Beverly Valenzuela, Cassandra Villegas, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Joe Mendoza

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Robert Gould

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

115 - GIS-Rural Addressing

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Sarah White, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Debra Williams

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Michael O'Driscoll

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

120 - Recorder

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eric Mariscal, Judy Smrdel, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Dawn Caldera, Sadie Dalton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

143 - Administrative Services

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, JoNelle Greenwalt, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Janice Cook
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: John Nelson
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

171 - Community Services

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Bree York, Cassandra Villegas, Dana True, Nick Montague, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Carolyn Haro, Cecilia Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: David Fletcher
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

201_140 - Finance Department, System Generated

Level 1 - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

201_141 - Finance Department,Sub-Ledgers Contingency Reserve
Level 1 - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

201_142 - Finance Department,Sub-Ledgers Professional Service
Level 1 - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

201_201 - Finance Department,Sub-Ledgers Finance
Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

203 - Treasurer

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Terri Powell, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Debi Savage, Martha Gonzales

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

205 - Purchasing

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

207 - Computer Services

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Kaycee Stratton, NWS, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Darryl Griffin

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

221 - Assessor

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Barbara Guthrey, Cassandra Villegas, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Dale Hom, Hazel Dillon
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

300_274 - Sheriff,Sub-Ledgers Detention Health Svc

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Cassandra Villegas, David Luhm, Joann Fane, Nancy Neumann, NWS, Sarah Haynie, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Claudia Dalmolin
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: John Armer, Tom Melcher
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

300_340 - Sheriff,Sub-Ledgers Patrol

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Cassandra Villegas, David Luhm, Joann Fane, Nancy Neumann, NWS, Sarah Haynie, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Claudia Dalmolin
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: John Armer, Tom Melcher
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

300_440 - Sheriff,Sub-Ledgers Dispatch

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, David Luhm, Joann Fane, Nancy Neumann, NWS, Sarah Haynie, Valrie
Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Claudia Dalmolin

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: John Armer, Tom Melcher

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

300_441 - Sheriff,Sub-Ledgers Administration

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, David Luhm, Joann Fane, Nancy Neumann, NWS, Sarah Haynie, Valrie
Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Claudia Dalmolin

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: John Armer, Tom Melcher

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

300_442 - Sheriff,Sub-Ledgers Detention

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, David Luhm, Joann Fane, Nancy Neumann, NWS, Sarah Haynie, Valrie
Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Claudia Dalmolin

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: John Armer, Tom Melcher

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

301 - County Attorney

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Cassandra Villegas, Donna Puhara, Linda Soderman, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Bryan Chambers, Daisy Flores

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

302 - Clerk of Superior Court

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Cassandra Villegas, Esther Rios, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Anita Escobedo, Vicki Aguilar

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

303 - Consolidated Courts

Level 1 - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Valrie Bejarano

305 - Child Support Enforcement

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Beverly Puhara, Cassandra Villegas, Donna Puhara, NWS, Sue Asberry, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Jeff Dalton

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Bryan Chambers, Daisy Flores

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

311 - Globe Justice Court

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Mary Navarro, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Gary Goetteeman
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

314 - Payson Justice Court

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Cheri Heppler, NWS, Tina DeSchaaf, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Dorothy Little
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

316 - EACO

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Lawrence Stephenson, Linda Rodriguez, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: John Nelson
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

321 - Globe Constable

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Kim Rust, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Jesse Bolinger
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

324 - Payson Constable

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Cheryl Wood, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Colt White
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

329 - Court Information Systems

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Sarah Bennett, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Eloise Price
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

331 - Superior Court Div 1

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Coleen Stevens, Gaila Curry, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Jacque Durbin
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Mary Hawkins
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

332 - Superior Court Div 2

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Coleen Stevens, Emma Yeoman, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Jacque Durbin
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Mary Hawkins

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

333 - Superior Court

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Cassandra Villegas, Coleen Stevens, NWS, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Jacque Durbin
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Mary Hawkins
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

335 - Probation

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Anita Zaragoza, Cassandra Villegas, NWS, Sylvia Hernandez, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Ray Garcia
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Kendall Rhyne
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

336 - Juvenile Detention

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00
Users: Anita Zaragoza, Cassandra Villegas, NWS, Sylvia Hernandez, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Ray Garcia
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Kendall Rhyne
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

337 - Law Library

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Cassandra Villegas, NWS, Rose Grice, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Jacque Durbin

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Mary Hawkins

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

338 - Judge Pro Tempore

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Cassandra Villegas, Coleen Stevens, NWS, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Jacque Durbin

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Mary Hawkins

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

341_102 - Public Works, Sub-Ledgers Buildings/Land

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00
Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Robert Hickman, Shannon Coons, Steve Sanders

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Steve Stratton

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly
Users: Don McDaniel

341_104 - Public Works,Sub-Ledgers Flood Mgmt

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_209 - Public Works,Sub-Ledgers Sheriff Facilities

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Robert Hickman, Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_430 - Public Works,Sub-Ledgers Sanitation/Landfills

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Claudia Brooks, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Sharon Winters, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_433 - Public Works,Sub-Ledgers Buckhead Mesa

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Claudia Brooks, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer,
Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Sharon Winters, Steve Sanders

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Steve Stratton

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Joseph Heatherly
Users: Don McDaniel

341_435 - Public Works,Sub-Ledgers Buckhead Mesa Lndfil

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Claudia Brooks, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer,
Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Sharon Winters, Steve Sanders

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Steve Stratton

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Joseph Heatherly
Users: Don McDaniel

341_436 - Public Works,Sub-Ledgers Russell Gulch Lndfil

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Claudia Brooks, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer,
Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Sharon Winters, Steve Sanders

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Steve Stratton

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Joseph Heatherly
Users: Don McDaniel

341_505 - Public Works,Sub-Ledgers Admin Services

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

341_510 - Public Works,Sub-Ledgers Consolidated Roads

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Myra Hillery, Pat Wentz, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Brent Cline, Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

341_513 - Public Works,Sub-Ledgers Survey

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Don McDaniel

341_514 - Public Works,Sub-Ledgers Engineers

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Shannon Boyer, Vairie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_519 - Public Works,Sub-Ledgers H.E.L.P.

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Nyra Hillery, Pat Wentz, Shannon Boyer, Vairie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_526 - Public Works,Sub-Ledgers Engineering CIP

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Nyra Hillery, Pat Wentz, Shannon Boyer, Vairie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_527 - Public Works,Sub-Ledgers Auto/Equip Maint

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Christine Ortiz, Eleanor Pastor, Kathy Brunson, Gloria Aguirre, NWS,
Shannon Boyer, Terry Solberg, Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: John Root, Shannon Coons, Steve Sanders

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

341_529 - Public Works,Sub-Ledgers HURF/VLT Rd CIP

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, Gloria Aguirre, NWS, Nyra Hillery, Pat Wentz, Shannon
Boyer, Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Shannon Coons, Steve Sanders

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

345 - Indigent Legal Defense

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Coleen Stevens, NWS, Valrie Bejarano

Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Jacque Durbin

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Mary Hawkins

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

402 - Indigent Burial

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Laura Short, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Tiffany Poarch
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

404 - Health

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Bree York, Cassandra Villegas, NWS, Sarah Chavez, Sarah White, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Jendean Sartain, Paula Horn
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Michael O'Driscoll
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

406 - Public Fiduciary

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Laura Short, NWS, Valrie Bejarano
Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Tiffany Poarch
Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly
Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

525 - Fairgrounds

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Eleanor Pastor, NWS, Shannon Boyer, Shannon Coons, Valrie Bejarano
Level 2 Mgr/Superv - 1 Approval(s) Limit Amount: \$1,000.00

Users: Gloria Aguirre, Robert Hickman, Steve Sanders

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Steve Stratton

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

541 - Constituent Services 1

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Pam Fisher, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

542 - Constituent Services 2

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, NWS, Sherry Grice, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

543 - Constituent Services 3

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Gina Seymour, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

600 - Library Districts

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Users: Cassandra Villegas, Mary Stemm, NWS, Valrie Bejarano, Yodona Pennell

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00

Users: Jacque Griffin

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00

Users: Joseph Heatherly

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00

Users: Don McDaniel

702 - School Superintendent

Level 1 Entry - 1 Approval(s) Limit Amount: \$0.00

Level 3 Dept Head - 1 Approval(s) Limit Amount: \$5,000.00
Users: Cassandra Villegas, Julie Vasquez, NWS, Valrie Bejarano

Level 4 Finance Dir - 1 Approval(s) Limit Amount: \$10,000.00
Users: Debbie Moya, Linda O'Dell

Level 5 County Mgr - 1 Approval(s) Limit Amount: \$25,000.00
Users: Joseph Heatherly

Users: Don McDaniel

EXHIBIT 'B'

Form W-9
 (Rev. October 2007)
 Department of the Treasury
 Internal Revenue Service

**Request for Taxpayer
 Identification Number and Certification**

Give form to the
 requester. Do not
 send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
 U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



GILA COUNTY VENDOR SETUP/CHANGE FORM

- New Vendor
 Vendor Change
 Add New Site

1099 Type:

- Rent Box 1
 Medical Box 6
 Non-employee Compensation Box 7
 None

Terms (Use terms on PO first)

- NET 7 - REPAC, WIA client, Employees
 NET 15 - Contractors, attorneys, court reporters
 NET 30 - All others
 Other - Defined by PO: _____

Vendor Legal Name: _____		Vendor #: _____
Vendor Trade Name: _____		
EIN/SSN #: _____		
Category: _____		
Mail Payments To:		Mail Purchase Order To:
Line 1: _____	Line 1: _____	Line 1: _____
Line 2: _____	Line 2: _____	Line 2: _____
City: _____	City: _____	City: _____
State: _____	Zip: _____	State: _____ Zip: _____
Vendor Contact Information		
Customer Service: _____	Phone: _____	Fax: _____
Sales/Acts Rcvble: _____	Phone: _____	Fax: _____
Other: _____	Phone: _____	Fax: _____
URL (web address) or E-mail: _____		
Requestor Information		
Name: _____		Date: _____
Email: _____	Department: _____	Phone: _____
Authorized By		
Name: _____		Title: _____ Phone: _____
Signature: _____		



GILA COUNTY

EXHIBIT "D"

CONTRACT REQUEST

For departments requesting that a contract be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Contract No.: _____

(For Procurement Use Only)

Requesting Department: _____ Date: _____

Contract Title: _____

Contract Start Date: _____ Contract End Date: _____

Company Title or Vendor Name: _____

Contact Name: _____ E-mail: _____

Address – Street: _____ Phone: _____

City: _____

State, Zip _____

Contract Amount \$ _____ Project No.: _____
(If there are multiple fees & projects involved please provide)

Fund: _____ Dept: _____ Program: _____ Location: _____ Account: _____
(If there are multiple funds please include all)

STATEMENT OF PURPOSE AND NEED

[Empty box for Statement of Purpose and Need]

SCOPE OF SERVICE/WORK

Please provide a detailed description of the scope of work/service to be included in the body of the contract. Including special terms/conditions and fee schedule. It is the responsibility of the requesting department to verify all specific information needed in the contract scope of service and specifications are provided below or attached to this form.

[Empty box for Scope of Service/Work]

Individual Requesting: _____ Extension: _____

Exhibit 'E'
EXECUTIVE SUMMARY FORM

Contract Name: _____ **Contract No.:** _____

Statement of Purpose and Need (3-5 Sentences)

Contract Dates: _____

Renewal Option: Yes

No

Maximum Dollar Limit: _____

Contract Information

Firm Name _____ **Contact Person** _____
Address _____ **Phone No.** _____ **Fax No.** _____
City _____ **State** _____ **Zip Code** _____ **Email** _____

Funding Information

Fund: _____

Type of Funds: Restricted

Fund Code: _____

- Grant
- General Fund
- Other

Project No: _____

Date Sent for Legal Review: _____

Date Returned: _____

Special Notes & Quote Tabulations:

EXHIBIT "F"

Gila County Contractor Standard Terms and Conditions Addendum

- A. Addendum Applicability:** Contractor and Gila County agree that the terms and conditions of this Addendum shall apply to and govern the contractual relationship between Contractor and Gila County and shall supplement any other contract or agreement entered into between the parties. In the event that the terms and conditions in this Addendum conflict with any provision of any other agreement entered into between the Contractor and Gila County (including a superiority provision similar to this provision), the terms and conditions of this Addendum shall control the contractual relationship between the parties and shall supersede any conflicting provisions found in any other contract or agreement. Contractor understands that acceptance of the terms and conditions contained in this Addendum are a condition precedent to entering into a contractual relationship with Gila County.
- B. Contract Defined:** As used in this Addendum, the term "Contract" shall refer to any written agreement between Gila County and a person, organization, corporation, company or other entity that provides supplies or services to Gila County regardless of the title or other name applied to that written agreement. The term includes by this reference all the terms and conditions of this Addendum.
- C. Contractor Defined:** As used in this Addendum, the term "Contractor" shall refer to a person, provider, organization, corporation, company or other entity providing supplies or services to Gila County pursuant to a written agreement regardless of the title or other name applied to "Contractor" in that written agreement.
- D. Relationship of the Parties:** Contractor is an independent contractor of the County. Contractor represents that he has or will secure, at his own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any contractual relationship with the County. All personnel engaged in work under this contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that he has obtained or will obtain Worker's Compensation Insurance for his employees working on this contract and that any subcontractors will likewise obtain Worker's Compensation Insurance for of their employees working on this contract. It is further agreed by Contractor that he shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of the Contractor shall be deemed an officer, employee, or agent of the County.
- E. Non-Appropriations Clause:** Contractor acknowledges that the County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this contract, then this contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the County shall only activate this non-appropriation provision as an emergency fiscal measure. The County shall not activate this non-appropriation provision for its convenience, to circumvent the requirements of this contract, or to enable the County to contract with another Contractor for the same supplies or services covered under this Addendum.
- F. Hold Harmless/Indemnification Clause:** Contractor shall indemnify, defend, save and hold harmless the County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "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 the 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 County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the County.

G. Entire Contract Clause: The Contractor and the County have read this Contract and agree to be bound by all of its terms, and further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual contract signed by the parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

H. Non-Waiver of Enforceability: Failure of the County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this contract or any part thereof, or the right of the County to enforce each and every provision.

I. Severability: If any provision of this Agreement is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.

J. Governing Law: Both parties agree that this Contract shall be governed by the laws of the state of Arizona. The parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein.

K. Cancellation: This contract is subject to the cancellation provisions of A.R.S. §38-511.

L. Anti-Terrorism Warranty: Pursuant to A.R.S. §§ 35-393.06(B) and 35-391.06(A) the Contractor certifies that it does not have scrutinized business operations in Iran or Sudan and that they are in compliance with the Export Administration Act and not on the Excluded Parties List.

M. Legal Arizona Workers Act Compliance: Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. §§ 41-4401 and 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."



**GILA
COUNTY**

Exhibit "G"

BID REQUEST

For departments requesting that a Bid be prepared by the Gila County Procurement Group, please complete this form in its entirety. Form may be emailed or sent interoffice to Procurement. Please be sure to attach any backup documentation.

Bid No.: _____
(For Procurement Use Only)

Requesting Department: _____ Date: _____

Bid Title: _____

Requested Advertisement Dates _____ And _____

Project No.: _____

Fund: _____ Dept: _____ Program: _____ Location: _____ Account: _____

SCOPE OF SERVICE/WORK/SPECIFICATIONS

Please attach a detailed description of the scope of work/service and specifications to be included in the body of the bid. Include any special terms/conditions. It is the responsibility of the requesting department to verify all specific and technical information needed in the bid is attached.

DESCRIPTION:

Give a brief description. Example: *"It is the intent of this solicitation to establish....."*

AGENDA INFORMATION: *Provided by requesting department for Agenda Quick TM information.*

Background Information: *[Provide any pertinent background (prior) information on the agenda item.]*

Evaluation: *[Evaluate your proposals; give pros/cons; and explain all the parts, etc. If this was in letter format, it would be the body.]*

Conclusion: *[A summary of your evaluation and reason that this contract should be approved.]*

Individual Requesting: _____ Extension: _____

GILA COUNTY



EXHIBIT "J"

SOLICITATION SIGN-IN-SHEET

PAGE _____ OF _____

Solicitation No _____ **Due Date** _____ **Time** _____
Title _____

Gila County has received the following responses to the above listed solicitation.

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Name _____ **Date Rec'd** _____ **Time Rec'd** _____
Comments _____

Note: Sign-in-sheet complies with the Arizona Auditor General's office as of March 9, 2005.

EXHIBIT "M"

PRE-BID AWARD REVIEW FORM

Bid Title: _____

Bid Number: _____ **Opening Date:** _____

Bid Reviewer Name: _____



Bidder Name: _____

BID DOCUMENT FORMS: (All required documents are present and complete.)

<u>Qualification and Certification Form</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Information Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input type="checkbox"/>	No <input type="checkbox"/>
E-Mod Rate Complete	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Contractor License Complete	Yes <input type="checkbox"/>	No <input type="checkbox"/>
AZROC Verified	Yes <input type="checkbox"/>	No <input type="checkbox"/>
E-Mod Rating		
Contractor License No.		
Comments:		

<u>Reference List</u>	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Required References Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

Price Sheet

	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Lump Sum, is \$ Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>
If Line Item, is \$ Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Line Item totals verified	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

No Collusion in Bidding Contract

	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Information Provided	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Notarized	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

Intentions Concerning Subcontracting

	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Box Checked	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

Legal Arizona Works Act Compliance

	Applicable <input type="checkbox"/>	Non-Applicable <input type="checkbox"/>
Form Attached	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Form Signed	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Original Signature	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Comments:		

Surety (Bid) Bond

Applicable

Non-Applicable

- | | | | | |
|------------------------------|-----|--------------------------|----|--------------------------|
| Form Attached | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Form Notarized | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Information Provided | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Copy of Bidder Bond Provided | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Is Bond for 10% | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Comments:

Checklist & Addenda Acknowledgment

Applicable

Non-Applicable

- | | | | | |
|-----------------------------|-----|--------------------------|----|--------------------------|
| Form Attached | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Was Addenda Involved in Bid | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Is Addenda Acknowledged | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Form Signed | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Original Signature | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Comments:

Bid Offer Page

Applicable

Non-Applicable

- | | | | | |
|----------------------|-----|--------------------------|----|--------------------------|
| Form Attached | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Information Provided | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Form Signed | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |
| Original Signature | Yes | <input type="checkbox"/> | No | <input type="checkbox"/> |

Comments:

Background Check Release

Applicable

Non-Applicable

Form Attached

Yes

No

Information Provided

Yes

No

Form Signed

Yes

No

Original Signature

Yes

No

Comments:

Other Comments

EXHIBIT "N"

POST BID AWARD REVIEW FORM

Contract Number: _____ Award Date: _____
Company Name: _____
Contract Title: _____

REQUIRED FORMS:

Certificate of Insurance Applicable Non-Applicable

Date Received: _____

W-9 Form Applicable Non-Applicable

Date Received: _____

Surety (Bid) Bond Applicable Non-Applicable

Date Received: _____

Performance Bond Applicable Non-Applicable

Date Received: _____

Labor & Material Bond Applicable Non-Applicable

Date Received: _____

Background Check Release Applicable Non-Applicable

Date Received: _____

Date Notice of Award Sent to Company: _____

EXHIBIT "O"

SURPLUS AUCTION INFORMATION SHEET

LOT No.

Requested By: _____

Date Requested: _____

Item Description:

Model #: _____
Asset #: _____

Serial #: _____

Item Location:

Department

Dates of Auction *(Completed by Purchasing)*

From: _____

To: _____

EXHIBIT "P"
AUCTIONED VEHICLE - INFORMATION SHEET

LOT No. _____

Co. Vehicle #		Department	
Make		Model	
Year		Mileage	
Original Cost		Asset No.	
Vin Number:			

CONDITION OF VEHICLE (Please be as descriptive as possible)

Transmission (Circle one)	Automatic	Manual/Standard			
Engine Size (Describe)					
Tire Condition					
Engine Condition (Does it Run? Why/why not?)					
Interior Condition					
Exterior / Body Condition					
Paint Condition					
Power (Circle each that apply)	Locks	Windows	Steering	Seats	Mirrors
A/C & Heating (Does it work? Why/why not?)					
Comments i.e., any major repairs or work done.					

EXHIBIT "S"

APPRAISAL REQUEST

Parcel No. _____ Address _____

(Attached legal description if needed)

Current Owner _____

Reason for Appraisal

Requestor Name _____

Requestor Dept _____ Extension _____

Please complete and return to the Procurement Department for processing. An original appraisal will be sent to the requesting department.

Thank You

EXHIBIT "T"

LIST OF ITEMS IN NEW WORLD

<p>"A" Addressing, Copying, Duplication Machine Equipment Supplies AHCCCS Air Compressor Accessories Alcohol & Drug Prevention & Detoxification Ambulance & Rescue Vehicles-FA Ambulance Services Animal Care Supplies Anti Theft and Security Devices Appliances- Client Appliances-County \$500 Asphalt and Concrete Audio Visual Equipment and Supplies Automotive Parts</p>	<p>"C" Carpet Replacement-FA Chemical & Solvents Chemical Laboratory Equipment & Supplies Client Related Services Communication Equipment Communication Equipment Accessories Communication Services Computer Accessories and Supplies Computer Hardware Computer Hardware-FA Computer Software – Internally generated-FA Computer Software Externally acquired-FA Computer Software under \$5000 Concrete Dams-FA Construction Services Contractual and Consultant Credit Cards Culverts-FA</p>	<p>"E" Easements-FA Education Educational Equipment and Supplies Elections Supplies Electrical Equipment and Supplies Elevators Repairs and Maintenance Engineering Equipment, surveying Equipment \$500 Engineering Equipment, Surveying Equipment-FA Environmental Testing</p> <p>"F" Fencing-FA Fingerprint Clearance & Background Check Fire Protection Equipment \$500 Fire Protection Supplies Firefighting Equipment-FA First Aid and Safety Equipment Flags, Flag Poles, Banners and Accessories Forms, Continuous, Computer Paper, Form Labels Fuel-Diesel Fuel-Unleaded</p>
<p>"B" Bags, Bagging, Ties, and Erosion Control Products Biochemical's Boats-FA Bottle Water Bridges-FA Building Improvements-FA Building Material & Supplies Buildings-FA Buses-FA</p>	<p>"D" Dams, Earthen Embankment-FA Decals and Stamps Drawing Instruments and Supplies Drugs, Pharmaceuticals, Medicines and Supplies</p>	<p>"G" Gases Grounds Equipment-FA Grounds Maintenance/Landscape Supplies Guard Rails-FA</p>

<p>"H" Hand Tools (Powered and non Powered) Accessories & Supplies \$500</p> <p>Heavy Construction Equipment-FA</p> <p>Heavy Gen Purpose Trucks-FA</p> <p>Hoses, Accessories & Supplies</p> <p>HVAC Equipment-FA</p> <p>"I" Inmate Clothing (New)</p> <p>Insurance</p> <p>"J" Janitorial Services</p> <p>Janitorial Supplies & Equipment</p> <p>"K" Kitchen Equipment-FA</p> <p>"L" Land Improvements-FA</p> <p>Land-FA</p> <p>Laundry and Dry Cleaning Services</p> <p>Law Enforcement Equipment-FA</p> <p>Law Enforcement Supplies & Badges</p> <p>Levees and Canals-FA</p> <p>Library Books</p> <p>Library Services (Bookbinding Rebinding Repairing)</p> <p>Library Supplies</p> <p>Light cars, trucks, vans-FA</p>	<p>"M" Machinery and Hardware</p> <p>Maintenance Agreements</p> <p>Markers, Plaques and Traffic Control Devices</p> <p>Medical Equipment & Supplies</p> <p>Medical Equipment-FA</p> <p>Membership/Dues & Fees</p> <p>"N" Non-Paved Roads-FA</p> <p>"O" Office Eq copiers, FAX, shredder \$500</p> <p>Office Eq copiers, FAX, shredder-FA</p> <p>Office Equipment Supplies</p> <p>Office Furn desk, chairs, stns-FA</p> <p>Office Furn desks, chairs \$500</p> <p>Oil, Grease and Lubricants</p> <p>Other Furn & Equipment-FA</p> <p>Outdoor Equipment-FA</p>	<p>"P" Paint and Paint Supplies</p> <p>Paved Roads-FA</p> <p>Paving, Access Roads & Walks-FA</p> <p>Payroll Disbursements</p> <p>Pest Control Services</p> <p>Photographic Equipment \$500</p> <p>Photographic Supplies</p> <p>Pipe and Tubing Fitting</p> <p>Postage</p> <p>Power Generation Equipment-FA</p> <p>Power Generation Supplies/Accessories \$500</p> <p>Printers and Peripherals</p> <p>Printing, Publications, Equipment and Supplies</p> <p>Professional Services</p> <p>Pumping Equipment and Accessories</p> <p>"R" Radio, Commun Equipment \$500</p> <p>Radio, Commun Equipment-FA</p> <p>Rags, Shop Towels and Wiping Cloths</p> <p>Recreational/Athletic Equipment-FA</p> <p>Refrigeration Equipment and Accessories \$500</p> <p>Rental or Lease</p> <p>Road & Highway Maintenance & Supplies</p> <p>Road Signage-FA</p> <p>Roofing Building Material</p> <p>Roofing-FA</p>
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<p>"S"</p> <p>Safety Equipment</p> <p>Scales and Weighing Apparatus</p> <p>Security, Fire, Safety and Emergency Services</p> <p>Shop Machinery-FA</p> <p>Sidewalks, curbs, gutters-FA</p> <p>Sign and Sign Materials</p> <p>Small Tools under \$500</p> <p>Steel-Metals: Bars, Plates, Rods, Sheets, Strips, Structural Shapes</p> <p>Storage Containers: Barrels, Drums, Kegs, and Containers \$500</p> <p>Storm Drains, Drainage systems-FA</p>	<p>"T"</p> <p>Tanks-Water/Fuel (portable, stationary & underground)</p> <p>Tanks-Water/Fuel (portable, stationary & underground)-FA</p> <p>Telephone Equipment-FA</p> <p>Testing or Calibration Services</p> <p>Tires and Tubes</p> <p>Tractors-FA</p> <p>Traffic Control Equipment-FA</p> <p>Traffic Signals/Lights-FA</p> <p>Trailers-FA</p> <p>Training/Conferences</p> <p>Trash/Recycle/Disposal Fees</p> <p>Travel</p>	<p>"U"</p> <p>Utilities</p> <p>"V"</p> <p>Vehicles-FA</p> <p>Veterinary Equipment and Supplies</p> <p>"W"</p> <p>Water Coolers and Supplies</p> <p>Water Systems-FA</p> <p>Weatherization Services for Clients</p> <p>Welding Equipment and Supplies</p> <p>Window Coverings, Awning and Shades- Clients</p> <p>Window Coverings, Awnings and Shades \$500</p>
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EXHIBIT "U"

**GILA COUNTY
REQUEST FOR STATEMENTS OF QUALIFICATION
SOQ RESPONSE EVALUATION FORM**

Firm: _____ **Evaluation Number:** _____ **Date:** _____

Please provide scores for each of the following criteria. Please note that brief comments are required. They justify the points awarded and serve as the basis for de-briefing discussions.

Evaluation Criteria:

Score

A. General Information – Maximum Points: 5

1) Firm or Team description:

- a. Provide a general description of the Firm or Team that is proposing to provide design and construction services. Explain the legal organization of the Firm or Team. Provide an organization chart showing the key personnel.

2) Provide the following information:

- a. List the Arizona professional and contractor licenses held by the Firm and Team members.
- b. Identify any contract or subcontract held by the Firm, or any Team member, which has been terminated in the last five (5) years.
- c. Identify any claims arising from a contract held by a Team member in the last five (5) year.
- d. Provide proof that the Firm or Team can provide bonding by an A- or better surety company.

Comments:

EXHIBIT "U"

**GILA COUNTY
REQUEST FOR STATEMENTS OF QUALIFICATION
SOQ RESPONSE EVALUATION FORM**

B. Experience and qualifications of the Firm or Team – Maximum Points: 5 _____

- 1) Experience in working with various building standards.
- 2) Identify five (5) recent comparable projects in which the Firm or Team has successfully completed. Experience with similar municipal projects is mandatory.
- 3) For each project listed above, provide:
 - a. Description of the project;
 - b. The role of the Firm or Team member;
 - c. The original and completed cost;
 - d. The date of the work;
 - e. The name of the owner;
 - f. Reference information (current names and telephone numbers)

Comments:

C. Experience of Key Personnel assigned to Project – Maximum points: 5 _____

- 1) For each key person identified, provide a resume to the person's qualifications.
- 2) Provide each key person's project role.
- 3) Provide at least two (2) references for each key person.
- 4) List any proposed sub-consultants, their qualifications and their role in the project.

Comments:

EXHIBIT "U"

**GILA COUNTY
REQUEST FOR STATEMENTS OF QUALIFICATION
SOQ RESPONSE EVALUATION FORM**

D. Overall evaluation of the Firm or Team and its perceived ability to provide the required service – Maximum Points: 10 _____

1) Safety Experience Modification Factor – Maximum Points: 5 _____

2) Evaluation of Technical Design or Scope Planning– Maximum Points: 5 _____

Subtotal Technical Evaluation-- Maximum Score: 25

Actual Score: _____

E. Financial Bid Evaluation –Scoring 1-5 _____

- 1) Cost Comparison to other bidders-
1 point for lowest bidder
5 points for highest bidder



**PROCUREMENT
PROCEDURES**

**GILA
COUNTY**

ATTACHMENTS

▪ ***Policies:***

Procurement - Contracts.....	BOS-FIN-002
Procurement - Purchasing.....	BOS-FIN-003
Disposal of Fixed Assets & Inventory	BOS-FIN-014

GILA COUNTY, ARIZONA

BOARD OF SUPERVISORS POLICY

Subject: PROCUREMENT -- CONTRACTS	Policy Number	Page
	BOS-FIN-002	1 of 6

I. Purpose:

To ensure contracting for Gila County is done in a consistent and uniform manner to maximize the taxpayers' investment in Gila County government. This policy covers all departments and elected offices of Gila County and all contractual agreements made on behalf of Gila County, including those made by bid awards, those authorized by a resolution of the Board of Supervisors, Arizona Revised Statutes, federal regulations, or any other authority or prior written agreement.

II. Policy:

Overview

The responsibility for processing and finalizing a contract lies with the Procurement Group. After that, the responsibility for monitoring, administering and evaluating the direct performance of services rendered, pursuant to any contract, remains with the department and elected offices engaging or acquiring the service or commodity.

Centralized Contracts Administration

The Procurement Group consists of employees within Gila County that research and request bid proposals and maintain vendor relationships to facilitate the preparation of all contractual agreements on behalf of Gila County. The Procurement Group works with and supports all departments and elected offices within Gila County and reports directly to the Finance Director. The Procurement Group is the point through which all contracts will be processed to assure proper administrative review prior to being submitted to the Finance Director, County Attorney's Office, County Manager or Board of Supervisors for approval. The Procurement Group will maintain a central file for all County contracts under an indexing system that will provide positive identification of all documents and facilitate document retrieval.

Contract Development

1. Whenever possible, all non federal and state contracts will be initiated and developed by Gila County.
2. All contract documents will be reviewed, modified, executed and administered in accordance with Procurement Group procedures.

Subject: PROCUREMENT -- CONTRACTS	Policy Number	Page
	BOS-FIN-002	2 of 6

3. All contracts for general and professional services, intergovernmental agreements, and memorandums of understandings, will be approved as to form by the County Attorney before being submitted to the contractor for review and signature, prior to approval by the County Manager or the Board of Supervisors except as set forth below.
 - A. Notwithstanding the above requirements, contracts for general and professional services that utilize a form of contract authorized by the County Attorney and valued at less than \$25,000 need not be subsequently approved as to form by the County Attorney. Solicitations that will result in contracts with a value over \$25,000 shall be approved as to form by the County Attorney regardless of whether the County Attorney has approved the form of the contract.

Contract Term

Contracts for materials and services shall have a specific term (date of commencement and expiration date). Contracts that do not exceed one year may be approved by the County Manager. Contracts with terms that exceed 12 months in duration must be approved by the Board of Supervisors and should not obligate Gila County for more than 4 years. Contracts with annual renewals are acceptable as long as the Board of Supervisors has the option not to renew if so desired.

Contract Scope

Each proposed contract shall have a specific scope of work that identifies the exact service or items to be provided. It shall be the responsibility of the department or elected office engaging or acquiring the service or commodity to assure the contractor's strict compliance with ALL terms and scope of the contract.

Monetary Commitments

The financial terms of all contracts should have a fixed / predetermined value or not to exceed amount. Contracts with variable financial terms such as hourly rates or reimbursable expenses shall have a specific contractual ceiling amount or a not to exceed value.

Subject: PROCUREMENT – CONTRACTS	Policy Number	Page
	BOS-FIN-002	3 of 6

Contract Approval

1. General Contracts (Rentals, Leases, Service or Maintenance)

All contracts and amendments, regardless of value shall be approved by the appropriate authority in Gila County prior to authorization to proceed.

Contracts valued at \$50,000 or less per year may be approved by the County Manager or designee. Any contract exceeding \$50,000 must be presented to the Board of Supervisors for review and approval. The County Manager may execute an amendment, to any contract initially approved by the Board as long as the amendment does not alter the scope of the contract or the monetary commitment of the original Board award.

2. Grant Contracts (including original applications)

Grant contracts, due to various complexities and time requirements, often necessitate immediate approval in order to take advantage of available funds. Based upon the requirements/restrictions imposed by the grantor it is not always possible to follow approval policy. As such, grant contracts may be expedited by requesting that, with the approval of the Finance Director and County Manager, the Chair of the Board of Supervisors may execute the contract to be subsequently ratified by the Board, regardless of value. Grant applications submitted and approved by the County Manager which automatically become contracts must be submitted to the Board of Supervisors for ratification.

This section is used to expand the approval authority of the current Policy for Accepting and Administering Grants (Number BOS-3-2005).

3. Construction Contracts

Construction contracts for \$50,000 or less may be awarded and executed by the County Manager. Construction contracts for more than \$50,000 shall be awarded by the Board based upon bid responses presented to the Board of Supervisors at a regularly scheduled Board meeting. The Board award of this bid will authorize the execution of the contract by the Chair of the Board of Supervisors.

Subject: PROCUREMENT – CONTRACTS	Policy Number	Page
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4. Emergency Contracts

An emergency constitutes the need to address any existing or potential threat to the public health, welfare, property or safety. Departments or elected offices shall prepare supporting justification of need and provide this with contract scope to the Procurement Group. The County Manager shall review the documentation and if he/she concurs may execute the contract on behalf of Gila County if equal to or less than \$50,000.

5. Other Non-Procurement Contracts

Gila County enters other types of contractual arrangements which do not involve the acquisition of materials, services, equipment or construction. Examples of these contractual arrangements include, but are not limited to, acquisition and leasing of interests in real property, subordination agreements, lien releases, franchises, licenses, and software license agreements, use permits, revenue agreements, excise tax certification. The County Manager may approve these contracts if they do not obligate the County for more than 2 years or involve expenditures to the other party of not more than \$50,000.

6. Professional Services

Professional Services are those services rendered by a person/firm engaging in a recognized discipline that necessarily requires advanced training and specialized knowledge to perform. Such services also typically result from the predominant use of intellectual skills rather than physical skills.

Professional services for purposes of this policy are defined as including, but not limited to the following:

- Attorneys
- Management of loan proceeds
- Contractual services used by counties when issuing bonds, including consultants, underwriters, and bond servicing companies
- Architects
- Court reporters
- Physicians, nurse practitioners, physical therapists

Subject: PROCUREMENT – CONTRACTS	Policy Number	Page
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- Mental health therapists and psychiatrists
- Engineers
- Land surveyors
- Geologists
- Hydrologists
- Landscape architects
- Real estate appraisers
- Financial advising services
- Ambulance services
- Auditors, with the exception of the State Auditor General
- Mappers

Professional service contracts for \$50,000 or less may be awarded and executed by the County Manager. Professional service contracts for more than \$50,000 shall be awarded by the Board of Supervisors'.

7. Contract Termination

Prior to the completion of their normal contractual terms, County contracts may only be terminated by the same authority the originally approved those contracts. If a contract required County Manager approval, then the termination of the contract would at least require the approval of the County Manager. If a contract required approval by the Board of Supervisors, then the termination of that contract would also require approval of the Board of Supervisors.

Any department or elected office proposing to terminate a contract for convenience or cause must notify the Procurement Group. If the Procurement Group in conjunction with the County Attorney's Office determines that cause exists to terminate the contract or if contract may be terminated for convenience, the Procurement Group shall seek approval to terminate the contract from the approving authority. Upon approval of appointing authority, the Procurement Group shall prepare and deliver all necessary documents to terminate the contract.

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Administrative Follow-Up

The Procurement Group shall in cooperation with involved departments or elected offices, follow up on matters such as certificates of insurance, performance bonds, retentions, expirations, cancellations, renewals, and other matters not directly related to delivery of the service or commodity to be supplied under the contract.

For all official correspondence, contractors and internal county departments or elected offices must reference the contract number or associated purchase order number, on all bonds, insurance certificates, invoices, credits, amendments, and other documents related to the contract.

Reporting

The Finance Department will prepare a report on a weekly basis highlighting all contracts that were entered into or terminated over the past calendar month. This report will be submitted to the first regular Board of Supervisors meeting of each month.

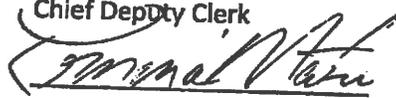
SIGNATURES:

ATTEST:



Marian Sheppard

Chief Deputy Clerk



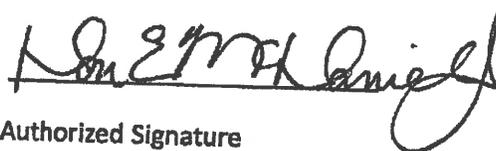
Authorized Signature

TOMMIE C. MARTIN

Name Typed or Printed

Chairman, Board of Supervisors

Title



Authorized Signature

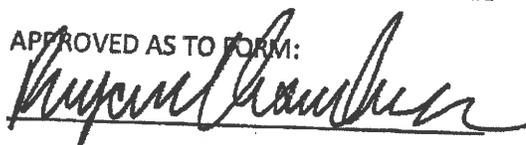
DON E. McDANIEL, JR.

Name Typed or Printed

County Manager

Title

APPROVED AS TO FORM:



County Attorney/Chief Deputy County Attorney

GILA COUNTY, ARIZONA
BOARD OF SUPERVISORS POLICY

Subject: PROCUREMENT --PURCHASING	Policy Number	Page
	BOS-FIN-003	1 of 8

I. Purpose:

The Gila County Procurement Group, acting as the central public purchasing authority for Gila County, shall endeavor as its primary mandate to conserve public funds and conduct the procurement process in a fair, open, competitive, and ethical manner, within the provisions of applicable Arizona Revised Statutes, the Gila County Procurement Code, and in the best interest of Gila County.

The purpose of this policy is:

1. To provide guidelines and clarification for implementation of the Procurement Code and to assure all procurements are carried out within the mandates of Arizona law and the County Code for the procurement of tangible goods or property.
2. To permit and give direction to the continued development of procurement procedures and practices.
3. To provide for increased public confidence in the practices followed in public procurement.
4. To promote cooperative, interactive, interdepartmental relations that assures the timely and cost-effective acquisition of supplies, equipment and services.
5. To assure the highest level of ethical conduct in all business transactions

II. Policy:

Applicability

This policy applies to all procurements initiated after the effective date of its adoption by the Board of Supervisors.

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This policy applies to expenditures exceeding \$ 500 of public funds for procurement, including, but not limited to, assistance monies, grant monies or other monies processed through Gila County. Nothing in this policy or in procedures promulgated under this policy shall prevent any Gila County department or elected office from complying with the terms and conditions of any grant, gift, bequest or cooperative agreement.

This policy shall apply to all Gila County personnel associated in any way with the requisitioning, acquisition or use of any supplies, equipment or services.

Authority of the Procurement Group

The Procurement Group shall have the authority to:

1. Promulgate procurement procedures, pertaining to procurement practices and requirements consistent with Arizona Revised Statutes, and the Board of Supervisors' policies.
2. Make sourcing decisions and purchasing recommendations to the Finance Director, County Manager, and Board of Supervisors.
3. Dispose of surplus personal property pursuant to Arizona Revised Statutes. Surplus equipment and materials that have little or no value or are unauctionable items may be made available to local charitable, non-profit organizations at no charge. Items which are determined to have sufficient value may be saved for use by various County departments or elected offices, auctioned (after 30 days notice in a newspaper of the County) or with unanimous consent of the board and without public auction, may be sold or leased for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state.
4. At the direction of the County Manager or Board of Supervisors, execute the necessary documents to terminate for convenience or cause, contracts executed by County Manager or Board of Supervisors. The County Manager has authority to direct the termination of contracts that he/she approved. Only the Board of Supervisors has the authority to terminate contracts that they approved.

Except as herein provided, no person shall purchase or make any contract within the scope of this policy other than through the Procurement Group and any order or contract made contrary to the provisions hereof shall not be approved by Gila County.

Subject: PROCUREMENT –PURCHASING	Policy Number	Page
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Responsibility of the Procurement Group

The Procurement Group shall:

1. Report to the Finance Director
2. Develop and implement procedures that ensure compliance with Board of Supervisors' policies and with relevant provisions of the Arizona Revised Statutes.
3. Serve as Purchasing Agent for Gila County
4. Develop cost-effective, centralized procurement of all supplies, equipment and services for all Gila County departments and elected offices.
5. Prepare, advertise, and issue invitations for bids and requests for proposals, and ensure that the selection process is in compliance with all Gila County policies and procedures, and Arizona Revised Statutes.
6. Facilitate the development of specifications for annual contracts for materials, supplies, equipment and contractual services.
7. Evaluate bids and make recommendations in conjunction with department heads or elected officials for award to the Finance Director, County Manager, and Board of Supervisors.
8. Issue blanket contracts, purchase orders and contracts for materials and services pursuant to Gila County procedures.
9. Review all Gila County proposed contracts for approval by the County Manager, or Board of Supervisors.
10. Maintain a centralized contract file and retrieval system for all Gila County contracts.
11. Maintain a vendor file and encourage and assist vendors in competing for Gila County business.
12. Coordinate the disposal of Gila County's surplus or obsolete equipment.
13. Ensure that:
 - A. The needed quantity of supplies, equipment and service are procured in the most advantageous manner for Gila County, subject to funding limitations.
 - B. Full and open competition is encouraged on all purchases.
 - C. All applicable policies, procedures, rules, laws and regulations are complied with.

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- D. Current development in the purchasing profession, benefits of research on products, new products, market trends, trade associations and technical societies are utilized to assist Gila County in maintaining a more efficient and cost effective system of purchasing.
- E. The Procurement Group is responsive to the needs of the various internal departments and elected offices.
- F. Nothing in this policy shall require Gila County to disregard any state or federal mandated laws, regulation or grants requirements.

Competitive Bidding

The Gila County Procurement Group shall ensure that a competitive environment exists for all procurements. The following shall apply:

1. All policies, procedures, rules, laws, and regulations shall be followed in all bidding activities.
2. Bids and proposals shall be opened in accordance with approved procedures.
3. The Procurement Group shall tabulate and analyze the bids received in answer to bid requests and in conjunction with the requesting department or elected office, shall verify that the bids meet technical specifications.
4. The Procurement Group shall make recommendations for the award of all bids to the Finance Director.

Recommendations for Bid Award

The Procurement Group shall prepare and submit all bid award recommendations to the Finance Director. The Finance Director will review and forward for final review and approval to either the County Manager or Board of Supervisors.

1. If the low bid is acceptable and requires approval by the Board of Supervisors the recommendation for award should be placed on Board of Supervisors Agenda.
2. If the requesting department or elected office finds the low bidder to be unacceptable, it will submit justification for award to other than the low bidder to the Procurement Group. The Procurement Group will convene a meeting with the representatives of the requesting department or elected office, the County Attorney's Office, and Finance Director to review the bid evaluation and formulate a recommendation to the County Manager and Board of Supervisors based on:

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- A. Conformance to specifications,
- B. Intended use,
- C. Best interest of Gila County,
- D. Legal considerations,
- E. Procedural requirements,
- F. Ethical considerations.

3. Bid awards of less than \$25,000 may be executed by the County Manager and all bids above \$25,000 must be awarded by the Board of Supervisors.

Sole Source Procurements

When the needs of a department or elected office can only be met by a particular product or service, the department or elected office shall submit justification in writing to the Procurement Group that "sole source procurement" is required. Such justification shall include a full and detailed explanation as to the reason no other make, model, etc., will satisfy the needs of the County.

Upon approval of the Finance Director, the Procurement Group will proceed to seek maximum competition for the item in accordance with normal procurement procedure.

Examples to no substitute procurement include, but are not limited to:

- A. Replacement parts or accessories for a specific piece of equipment
- B. Specific chemicals or compounds to obtain a desired result or to sustain a warranty on specific equipment.
- C. Color, composition and other attributes must be an exact match to existing installations.
- D. Computer operating systems or compatibility issues.

Gifts and Rebates

All elected or appointed officers and employees of the County are expressly prohibited from accepting or soliciting any gift, rebate, money or remuneration, which has a value exceeding \$25, which is, or may appear to be designed to influence the employee's official conduct for any person, firm, company or corporation.

Subject: PROCUREMENT –PURCHASING	Policy Number	Page
	BOS-FIN-003	6 of 8

Notwithstanding this policy, the following gifts may be received under this policy:

- A. Family gifts (gifts provided to relatives or other members of the covered individual's family)
- B. Items or discounts given which are generally available to the public
- C. Lawful campaign contributions
- D. Flowers
- E. Informational material
- F. Items donated, paid for or given to or for the sole benefit of the charitable and non-profit organizations
- G. Items customarily given to the officer or employee prior to becoming a county officer or employee
- H. Nominal items such as greeting cards, baseball caps, T-shirts, mugs, or pens
- I. Honorary recognition plaques and awards (non-cash)

Gifts received are to be returned to the supplier, immediately with a letter explaining Gila County's policy and copied to the Human Resource Director.

Procurement of Goods (supplies and equipment)

Each department or elected office is responsible for the entry of purchase requisitions into the County's accounting/procurement software system for all items exceeding \$500 in value. This value includes the item plus shipping, handling and sales tax. The approval of each requisition will be as follows:

- 1. Department designee less than \$1000**
- 2. Department head / elected official and/or their chief deputy less than \$5,000**
- 3. Director of Finance less than \$10,000
- 4. County Manager less than \$25,000
- 5. Board of Supervisors greater than \$25,000

** All requisitions for any items that are in the commodity codes of capital, furniture or computers must additionally be approved by the Finance Director. There is no minimum dollar amount for purchases of these items requiring approval from the Finance Director.

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The previous requisition approval amounts exclude the process of blanket orders which must be authorized by the County Manager or Board of Supervisors prior to final issuance. Most blanket orders should be issued only for the current fiscal year period, which could be up to 12 months of activity.

A blanket purchase order is a purchase order that is valid for a specified period of time and/or dollar amount and authorizes multiple orders or releases during that period. Blanket purchase orders are designed to make the procurement processes more efficient by eliminating repetitive data entry and multiple one-time purchase orders. In addition, it streamlines the invoicing and purchasing processes so that invoices are paid in a more timely manner. A blanket purchase order is a long-term agreement between the County and its supplier. A single blanket purchase order number is only set up one time it can allow multiple releases against it at different times throughout a set time period. A "release" occurs each time a quantity is received against an open blanket order that has a quantity and value which is outstanding or uncommitted.

Once each individual requisition has received its appropriate level of approval it will be automatically forwarded to the Procurement Group for further action to validate the estimated price and delivery dates. Upon validation, requisitions will be converted to a Gila County purchase order, forwarded to the respective vendor and notification of issuance will be conveyed to the requesting department or elected office.

Reporting

The Finance Department will prepare a report on a weekly basis highlighting all purchase orders with a value exceeding \$5,000 that was released over the past calendar. This report will be submitted to the first regular Board of Supervisors meeting of each month.

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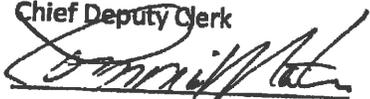
SIGNATURES:

ATTEST:



Marian Sheppard

Chief Deputy Clerk



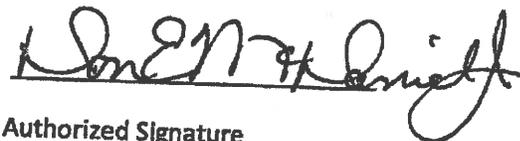
Authorized Signature

TOMMIE C. MARTIN

Name Typed or Printed

Chairman, Board of Supervisors

Title



Authorized Signature

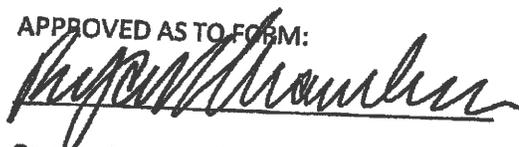
DON E. McDANIEL, JR.

Name Typed or Printed

County Manager

Title

APPROVED AS TO FORM:



County Attorney/Chief Deputy County Attorney

Gila County Policy Disposal of Fixed Assets and Inventory	Policy Number: BOS-FIN-014	Page
	Issued: 08-20-2012	1 of 1
	Revised: 00-00-0000	

I. PURPOSE:

The purpose of the Disposal of Assets and Inventory Policy is to establish policies and procedures governing the activities for Divisions / Departments and Elected Offices in Gila County that will ensure consistent management of all capital asset and inventory items.

II. POLICY:

The Board of Supervisors acts in all matters pertaining to the disposition of capital assets and surplus materials and hereby offers the following definitions and authorization as follows. All disposition of assets or inventory must be processed and approved by the Procurement Group.

Excess Materials: Materials which have a remaining useful life but which are no longer required by the using department in possession of the materials.

Surplus Materials: Materials that no longer have any use to the County. This includes obsolete materials, scrap materials and nonexpendable materials that have completed their useful life cycle.

- **Transfers:** Transfer of excess or surplus materials between Gila County departments is the responsibility of the transferring department. The department transferring a capital asset to another department within the County organization shall fill out a Capital Asset Change Report Form.
- **Lost, Stolen, or Destroyed:** Lost, stolen, or destroyed assets will be investigated by the Division / Department Head, Elected Official or the Risk Manager and/or the necessary law enforcement agency.
- **Damaged or Obsolete:** Before damaged or obsolete capital assets are salvaged/disposed, a Capital Asset Change Report Form must be submitted to the Finance Department.
- **Disposition:** Disposition of capital assets will be arranged by the Finance Department in accordance with sale requirements prescribed by state or federal law or by contractual obligations.

SIGNATURES:

Tommi C. McLean
CHAIRMAN, BOARD OF SUPERVISORS

8/20/12
DATE

See attached Disposal of Fixed Assets and Inventory Procedure

Gila County
Disposal of Fixed Assets and Inventory Procedures

The purpose of the disposal of assets or inventory procedure is to describe the specific procedures governing the activities for Elected Officials, Special Districts governed by the Board of Supervisors, and employees in Gila County that will ensure consistent management of all capital asset and inventory items.

8.1 Definitions (ARS § 41-2601)

- a. *Excess Materials.* Materials which have a remaining useful life but which are no longer required by the using department in possession of the materials.
- b. *Nonexpendable Materials.* All tangible materials which have an original acquisition cost over an amount set by regulation and a probable useful life of more than one year.
- c. *Surplus Materials.* Materials that no longer have any use to the County. This includes obsolete materials, scrap materials and nonexpendable materials that have completed their useful life cycle.
- d. *Equipment.* Capital asset items, real property or personal property which requires a purchase order to procure.

8.2 Disposition

- a. The Procurement Group may act on behalf of the county in all matters pertaining to the disposition of excess and surplus materials as referenced in the Gila County Disposal of Fixed Assets and Inventory Policy BOS-FIN-014.
- b. No department or county office shall transfer, sell, trade-in, condemn, or otherwise dispose of materials owned by the county without written authorization of the Procurement Group. Items originally purchased for over \$5,000 (fixed asset) require the completion of an Equipment Disposition Form, Exhibit "Q".
- c. Departments and county offices shall notify the Procurement Group of all excess and surplus materials on such forms, Exhibits O, P, & Q, and at such times as the Procurement Group may prescribe. The Procurement Group shall determine the fair market value of excess and surplus property.
- d. The Procurement Group shall facilitate the transfer of excess or surplus materials to or between other county agencies, other units of government and eligible nonprofit institutions.
- e. Disposition of Computers: Computers determined ready for disposal shall be purged and the Facilities Department notified for pickup and disposal at the County landfill.

- f. Disposition of Copiers: Copiers determined ready for disposal shall be purged and determination made by the Procurement Group if the equipment, depending on condition, should be disposed or placed on auction.

8.3 Auction of Surplus Material (A.R.S. §11.251[9])

County surplus materials may be offered through competitive public online surplus auction or thru a public attendance auction.

8.3.1 On-Line Auction

If the requesting department or office would like surplus material placed on the online auction the following procedures shall apply:

- a. The requesting department or office shall notify the Procurement Group requesting material placed on auction. Procurement will forward the department the electronic Surplus Material Auction Request Form, Exhibit "O", or the Auctioned Vehicle Information Sheet, Exhibit "P", to be completed and return to the Procurement Group.
- b. On-line auctions will be held quarterly unless an excess of surplus material dictates the auction be held sooner. The determination to move forward the auction date will be made by the Procurement Group depending on what is in the County's best interest.
- c. Before items "controlled assets" approved with grant funds can be disposed of the responsible department must request and receive approval from the granting agency.
- d. Once the Procurement Group receives the information from the requesting department or office a "Notice of Public On-Line Auction" is written and sent to the posting newspaper to be published 30 days before auction is held. The notice must contain the auction web site address www.publicsurplus.com, date items are to be released for bidding and a list of items to be auctioned.
- e. The "Notice of Public Auction" shall be placed in the agenda quick system to go before the Board of Supervisors for approval to advertise to post and to be determined by the Board as surplus material prior to sending to the news paper.
- f. After notification is received from the online auction of a winning bidder the Procurement Group will work with the winner concerning payment and pick up of the material.
- g. The Procurement Group will complete the Equipment Disposition Form, Exhibit "Q" and submit to the Accounting Group upon completion of sell and item pickup.

8.3.2 Public Auction

If the requesting department or office would like surplus material auctioned at a public attendance auction the following procedures shall apply:

- a. See items 8.2.1.a, b, c, above.
- b. Once the Procurement Group receives the information a "Notice of Public Auction" is written and sent to the posting newspaper to be published 30 days before public auction is held per A.R.S. §11-251[9]. The notice must contain a description of the item(s) and date/time/place of the auction.
- c. See items 8.2.1.e, g, above.

8.3.3 Allocation of Proceeds from Sale of Surplus Material

- a. County government departments and offices (A.R.S. §41-1713(B)(6), that originally purchased a material with **general fund** monies shall not be reimbursed for its sale.
- b. Departments and offices that originally purchased an asset or inventory with special fund monies, such as grants, transportation tax, federal funds, highway revenue funds, etc., shall be reimbursed for the amount received less online auctioneer fee and not to exceed the current "book value" of that specific item.
- c. If the material was forfeited pursuant to a civil forfeiture action filed by the Gila County Attorney, the proceeds shall be deposited into the County Attorney Racketeering Fund Account (RICO) the value outlined in 8.3.3.b.
- d. If the material was seized by the Sheriff's Office not pursuant to a civil forfeiture action filed by the Gila County Attorney, the proceeds shall be deposited into the Sheriff Seized Esq. Recapture Account the value outlined in 8.3.3.b.

8.3.4 Auction Revenues

Monies received from the sale of auction items shall be processed by the Procurement Group as follows:

- a. Treasurers Receipt completed containing information about the item i.e., serial number, vehicle identification number, model, make, description, asset number and auction number.
- b. There is a 7.5% auctioneer commission fee charged by Public Surplus on all on-line auction sales which will be coded to the General Fund-Purchasing-Miscellaneous Sales of Equipment Account. Public Surplus will submit an electronic invoice to the Procurement Group monthly for the fee. There will not be a fee charged on public auctions.
- c. The Treasurers Receipt is to be signed by the individual processing in Procurement and approved and signed by the Accounting Group.

- d. Once signed the monies and Treasurers Receipt are to be given to the Treasurer's Office for processing.

8.4 Lost, Stolen, or Destroyed Nonexpendable Material (General Fixed Assets)

The theft of nonexpendable material shall be immediately reported to the appropriate law enforcement agency.

All lost, stolen or destroyed nonexpendable material shall be reported by the department or office within ten (10) days after discovery of the loss to the Procurement Group.

- g. The Procurement Group shall delete such nonexpendable material from the inventory.
- h. Any such material deleted from the inventory that is subsequently located shall be added back to the inventory.

8.5 Nonexpendable Material (General Fixed Assets) Inventory Records

Each department, at the end of two (2) years, shall submit to the Procurement Group an inventory report, verified by a physical count and certified by the department's director.

8.5.1 Grant and Federal Monies

- a. All capital and controlled assets procured using Federal (Section 66.32 of 28 Code of Federal Regulations) or other grant monies will be inventoried annually by the department receiving the grant and procuring items with the grant funds. The inventory records will include the following:
 - Grant Name
 - Serial Number
 - Title Holder
 - Location
 - Other Identification
 - Vendor Name
 - Acquisition Date
 - Use
 - Property Description
 - Acquisition Cost
 - Property Cost
 - Condition of Property
- b. Property acquired using grant funds that is disposed of during the Fiscal Year being reported will be listed and shall include the following:
 - Disposal Date
 - Disposition Date
 - Sale Price
 - Grant Reimbursement
- c. Prior to disposal approval must be received from the specific state or federal agency.



**PROCUREMENT
PROCEDURES**

**GILA
COUNTY**

ATTACHMENTS

▪ ***Referenced Arizona Revised Statutes:***

Power of County	§11-201
Powers of the Board (Auctions).....	§11-251
County Purchasing Procedures	§11-254.01
Intergovernmental Agreements	§11-952
Notice of Intention to Receive Bids	§34-201
Procurement with Selection Committee	§34-603
Public Safety Powers and Duties of Director	§41-1713
Authority to Contract.....	§41-2513
Material Management Definitions.....	§41-2601
Violation; classification; liability; civil penalty; enforcement authority.....	§41-2616
Cooperative Purchasing	§41-2632
Competitive Sealed Bidding.....	§41-2533
Competitive Sealed Proposals	§41-2534
Procurements Not Exceeding a Prescribed Amount.....	§41-2535
Sole Source Procurement	§41-2536
Emergency Procurements.....	§41-2537
Competitive Selection Professional Services.....	§41-2538
Cancellation of Invitation for Bids	§41-2539
Procurement of Professional & Construction Services	§41-2578



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11-201. Powers of county

A. The powers of a county shall be exercised only by the board of supervisors or by agents and officers acting under its authority and authority of law. It has the power to:

1. Sue and be sued.
2. Purchase and hold lands within its limits.
3. Make such contracts and purchase and hold such personal property as may be necessary to the exercise of its powers.
4. Make such orders for the disposition or use of its property as the interests of the inhabitants of the county require.
5. Levy and collect taxes for purposes under its exclusive jurisdiction as are authorized by law.
6. Determine the budgets of all elected and appointed county officers enumerated under section 11-401 by action of the board of supervisors.

B. Except for the purposes of acting as an intermediary in a license transfer or sale, a county shall not own a commercial cable television system or any other pay television system.

C. Section 11-251.05, subsection A, paragraph 1 does not authorize a county to levy and collect taxes for any purposes beyond those otherwise specifically authorized by statute.

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The board of supervisors, under such limitations and restrictions as are prescribed by law, may:

1. Supervise the official conduct of all county officers and officers of all districts and other subdivisions of the county charged with assessing, collecting, safekeeping, managing or disbursing the public revenues, see that such officers faithfully perform their duties and direct prosecutions for delinquencies, and, when necessary, require the officers to renew their official bonds, make reports and present their books and accounts for inspection.
2. Divide the counties into such districts or precincts as required by law, change them and create others as convenience requires.
3. Establish, abolish and change election precincts, appoint inspectors and judges of elections, canvass election returns, declare the result and issue certificates thereof.
4. Lay out, maintain, control and manage public roads, ferries and bridges within the county and levy such tax for that purpose as may be authorized by law.
5. Provide for the care and maintenance of the sick of the county, erect and maintain hospitals for that purpose and, in its discretion, provide a farm in connection with the county hospital and adopt ordinances for working the farm.
6. Provide suitable rooms for county purposes.
7. Purchase, receive by donation or lease real or personal property necessary for the use of the county prison and take care of, manage and control the property, but no purchase of real property shall be made unless the value has been previously estimated by three disinterested citizens of the county, appointed by the board for that purpose, and no more than the appraised value shall be paid for the property.
8. Cause to be erected and furnished a courthouse, jail and hospital and such other buildings as necessary, and construct and establish a branch jail, when necessary, at a point distant from the county seat.
9. Sell at public auction, after thirty days' previous notice given by publication in a newspaper of the county, stating the time and place of the auction, and convey to the highest bidder, for cash or contract of purchase extending not more than ten years from the date of sale and on such terms and for such consideration as the board shall prescribe, any property belonging to the county that the board deems advantageous for the county to sell, or that the board deems unnecessary for use by the county, and shall pay the proceeds thereof into the county treasury for use of the county, except that personal property need not be sold but may be used as a trade-in on the purchase of personal property when the board deems this disposition of the personal property to be in the best interests of the county. When the property for sale is real property, the board shall have such property appraised by a qualified independent fee appraiser who has an office located in this state. The appraiser shall establish a minimum price, which shall not be less than ninety per cent of the appraised value. The notice regarding the sale of real property shall be published in the county where the property is situated and may be published in one or more other counties, and shall contain, among other things, the appraised value, the minimum acceptable sale price, and the common and legal description of the real property. Notwithstanding the requirement for a sale at public auction prescribed in this paragraph, a county, with unanimous consent of the board and without a public auction, may sell or lease any county property to any other duly constituted governmental entity, including the state, cities, towns and other counties. A county, with unanimous consent of the board and without public auction, may grant an easement on county property for

- public purposes to a utility as defined in section 40-491. A county, with unanimous consent of the board and without public auction, may sell or lease any county property for a specific use to any solely charitable, social or benevolent nonprofit organization incorporated or operating in this state. A county may dispose of surplus equipment and materials that have little or no value or that are unauctionable in any manner authorized by the board.
10. Examine and exhibit the accounts and performance of all officers having the care, management, collection or disbursement of monies belonging to the county or appropriated by law or otherwise for the use and benefit of the county. The working papers and other audit files in an examination and audit of the accounts and performance of a county officer are not public records and are exempt from title 39, chapter 1. The information contained in the working papers and audit files prepared pursuant to a specific examination or audit is not subject to disclosure, except to the county attorney and the attorney general in connection with an investigation or action taken in the course of their official duties.
 11. Examine, settle and allow all accounts legally chargeable against the county, order warrants to be drawn on the county treasurer for that purpose and provide for issuing the warrants.
 12. Levy such tax annually on the taxable property of the county as may be necessary to defray the general current expenses thereof, including salaries otherwise unprovided for, and levy such other taxes as are required to be levied by law.
 13. Equalize assessments.
 14. Direct and control the prosecution and defense of all actions to which the county is a party, and compromise them.
 15. Insure the county buildings in the name of and for the benefit of the county.
 16. Fill by appointment all vacancies occurring in county or precinct offices.
 17. Adopt provisions necessary to preserve the health of the county, and provide for the expenses thereof.
 18. With the approval of the department of health services, contract with any qualified person to provide all or part of the health services, funded through the department of health services with federal or state monies, that the board in its discretion extends to residents of the county.
 19. Contract for county printing and advertising, and provide books and stationery for county officers.
 20. Provide for rebinding county records, or, if necessary, the transcribing of county records.
 21. Make and enforce necessary rules and regulations for the government of its body, the preservation of order and the transaction of business.
 22. Adopt a seal for the board, a description and impression of which shall be filed by the clerk in the office of the county recorder and the secretary of state.
 23. Establish, maintain and conduct or aid in establishing, maintaining and conducting public aviation fields, purchase, receive by donation or lease any property necessary for that purpose, lease, at a nominal rental if desired, sell such aviation fields or property to the United States or any department, or sell or lease such aviation fields to a city, exchange lands acquired pursuant to this section for other lands, or act in conjunction with the United States in maintaining, managing and conducting all such property. If any such property or part of that property is not needed for these purposes, it shall be sold by the board and the proceeds shall be paid into the general fund of the county.
 24. Acquire and hold property for the use of county fairs, and conduct, take care of and manage them.
 25. Authorize the sheriff to offer a reward, not exceeding ten thousand dollars in one case, for information leading to the arrest and conviction of persons charged with crime.
 26. Contract for the transportation of insane persons to the state hospital or direct the sheriff to transport such persons. The county is responsible for such expense to the extent the expense is not covered by any third party payor.
 27. Provide for the reasonable expenses of burial for deceased indigents as provided in section 36-831 and maintain a permanent register of deceased indigents, including name, age and date of death, and when burial occurs, the board shall mark the grave with a permanent marker giving the name, age, and date of birth, if known.
 28. Sell or grant to the United States the title or interest of the county in any toll road or toll train in or partly within a national park, on such terms as may be agreed on by the board and the secretary of the interior of the United States.
 29. Enter into agreements for acquiring rights-of-way, construction, reconstruction or maintenance of highways in their respective counties, including highways that pass through Indian reservations, with the government of the United States, acting through its duly authorized officers or agents pursuant to any act of Congress, except that the governing body of any Indian tribe whose lands are affected must consent to the use of its land, and any such agreements entered into before June 26, 1952 are

validated and confirmed.

30. Do and perform all other acts and things necessary to the full discharge of its duties as the legislative authority of the county government, including receiving and accepting payment of monies by credit card or debit card, or both. Any fees or costs incurred by the use of the credit or debit card shall be paid by the person tendering payment unless the charging entity determines that the financial benefits of accepting credit cards or debit cards exceeds the additional processing fees.

31. Make and enforce all local, police, sanitary and other regulations not in conflict with general law.

32. Budget for funds for foster home care during the school week for children with intellectual disabilities and otherwise handicapped children who reside within the county and attend a school for the handicapped in a city or town within such county.

33. Do and perform all acts necessary to enable the county to participate in the economic opportunity act of 1964 (P.L. 88-452; 78 Stat. 508), as amended.

34. Provide a plan or plans for its employees that provide tax deferred annuity and deferred compensation plans as authorized pursuant to title 26, United States Code. Such plans shall allow voluntary participation by all employees of the county. Participating employees shall authorize the board to make reductions in their remuneration as provided in an executed deferred compensation agreement.

35. Adopt and enforce standards for shielding and filtration of commercial or public outdoor portable or permanent light fixtures in proximity to astronomical or meteorological laboratories.

36. Subject to the prohibitions, restrictions and limitations as set forth in section 11-812, adopt and enforce standards for excavation, landfill and grading to prevent unnecessary loss from erosion, flooding and landslides.

37. Make and enforce necessary ordinances for the operation and licensing of any establishment not in the limits of an incorporated city or town in which is carried on the business of providing baths, showers or other forms of hydrotherapy or any service of manual massage of the human body.

38. Provide pecuniary compensation as salary or wages for overtime work performed by county employees, including those employees covered by title 23, chapter 2, article 9. In so providing, the board may establish salary and wage plans incorporating classifications and conditions prescribed by the federal fair labor standards act.

39. Establish, maintain and operate facilities that provide for physical evaluation, diagnosis and treatment of patients and that do not keep patients overnight as bed patients or treat patients under general anesthesia.

40. Enact ordinances under its police authority prescribing reasonable curfews in the entire unincorporated area or any area less than the entire unincorporated area of the county for minors and fines not to exceed the fine for a petty offense for violation of such ordinances. Nothing in this paragraph shall be construed to require a request from an association or a majority of the residents of an area before the board may enact an ordinance applicable to the entire or any portion of the unincorporated area. An ordinance enacted pursuant to this paragraph shall provide that a minor is not violating a curfew if the minor is accompanied by a parent, a guardian or an adult having supervisory custody, is on an emergency errand or has been specifically directed to the location on reasonable, legitimate business or some other activity by the parent, guardian or adult having supervisory custody. If no curfew ordinance is applicable to a particular unincorporated area of the county, the board may adopt a curfew ordinance on the request or petition of either:

(a) A homeowners' association that represents a majority of the homeowners in the area covered by the association and to which the curfew would apply.

(b) A majority of the residents of the area to which the curfew would apply.

41. Lease or sublease personal property owned by the county to other political subdivisions of this state to be used for a public purpose.

42. In addition to the agreements authorized by section 11-651, enter into long-term agreements for the purchase of personal property, provided that the board may cancel any such agreement at the end of a fiscal year, at which time the seller may repossess the property and the agreement shall be deemed terminated.

43. Make and enforce necessary ordinances not in conflict with the laws of this state to regulate off-road recreational motor vehicles that are operated within the county on public lands without lawful authority or on private lands without the consent of the lawful owner or that generate air pollution. For the purposes of this paragraph, "off-road recreational motor vehicle" means three and four wheel vehicles manufactured for recreational nonhighway all terrain travel.

44. Acquire land for roads, drainage ways and other public purposes by exchange without public auction, except that notice shall be published thirty days before the exchange, listing the property ownership and descriptions.

45. Purchase real property for public purposes, provided that final payment shall be made not later than five years after the date of purchase.

46. Lease-purchase real property and improvements for real property for public purposes, provided that final payment shall be made not later than twenty-five years after the date of purchase. Any increase in the final payment date from fifteen years up to the maximum of twenty-five years shall be made only on unanimous approval by the board of supervisors.
47. Make and enforce ordinances for the protection and disposition of domestic animals subject to inhumane, unhealthful or dangerous conditions or circumstances provided that nothing in this paragraph limits or restricts the authority granted to incorporated cities and towns or counties pursuant to section 13-2910. An ordinance enacted pursuant to this paragraph shall not restrict or limit the authority of the game and fish commission to regulate the taking of wildlife. For the purposes of this paragraph, "domestic animal" means an animal kept as a pet and not primarily for economic purposes.
48. If a part of a parcel of land is to be taken for roads, drainage, flood control or other public purposes and the board and the affected property owner determine that the remainder will be left in such a condition as to give rise to a claim or litigation concerning severance or other damage, acquire the whole parcel by purchase, donation, dedication, exchange, condemnation or other lawful means, and the remainder may be sold or exchanged for other properties needed for any public purpose.
49. Make and enforce necessary rules providing for the reimbursement of travel and subsistence expenses of members of county boards, commissions and advisory committees when acting in the performance of their duties, if the board, commission or advisory committee is authorized or required by federal or state law or county ordinance, and the members serve without compensation.
50. Provide a plan or plans for county employee benefits that allow for participation in a cafeteria plan that meets the requirements of the United States internal revenue code of 1986.
51. Provide for fringe benefits for county employees, including sick leave, personal leave, vacation and holiday pay and jury duty pay.
52. Make and enforce ordinances that are more restrictive than state requirements to reduce or encourage the reduction of carbon monoxide and ozone levels, provided an ordinance does not establish a standard for vehicular emissions, including ordinances to reduce or encourage the reduction of the commuter use of motor vehicles by employees of the county and employees whose place of employment is in unincorporated areas of the county.
53. Make and enforce ordinances to provide for the reimbursement of up to one hundred per cent of the cost to county employees of public bus or van pool transportation to and from their place of employment.
54. Lease for public purposes any real property, improvements for real property and personal property under the same terms and conditions, to the extent applicable, as are specified in sections 11-651 and 11-653 for lease-purchases.
55. Enact ordinances prescribing regulation of alarm systems and providing for civil penalties to reduce the incidence of false alarms at business and residential structures relating to burglary, robbery, fire and other emergencies not within the limits of an incorporated city or town.
56. In addition to paragraph 9 of this section, and notwithstanding section 23-504, sell or dispose of, at no less than fair market value, county personal property that the board deems no longer useful or necessary through a retail outlet or to another government entity if the personal property has a fair market value of no more than one thousand dollars, or by retail sale or private bid, if the personal property has a fair market value of no more than fifteen thousand dollars. Notice of sales in excess of one thousand dollars shall include a description and sale price of each item and shall be published in a newspaper of general circulation in the county, and for thirty days after notice other bids may be submitted that exceed the sale price by at least five per cent. The county shall select the highest bid received at the end of the thirty day period.
57. Sell services, souvenirs, sundry items or informational publications that are uniquely prepared for use by the public and by employees and license and sell information systems and intellectual property developed from county resources that the county is not obligated to provide as a public record.
58. On unanimous consent of the board of supervisors, license, lease or sell any county property pursuant to paragraphs 56 and 57 of this section at less than fair market value to any other governmental entity, including this state, cities, towns, public improvement districts or other counties within or outside of this state, or for a specific purpose to any charitable, social or benevolent nonprofit organization incorporated or operating in this state.
59. On unanimous consent of the board of supervisors, provide technical assistance and related services to a fire district pursuant to an intergovernmental agreement.
60. Adopt contracting procedures for the operation of a county health system

pursuant to section 11-291. Before the adoption of contracting procedures the board shall hold a public hearing. The board shall publish one notification in a newspaper of general circulation in the county seat at least fifteen days before the hearing.

61. Enter into an intergovernmental agreement pursuant to chapter 7, article 3 of this title for a city or town to provide emergency fire or emergency medical services pursuant to section 9-500.23 to a county island as defined in section 11-251.12. The board may charge the owners of record in the county island a fee to cover the cost of an intergovernmental agreement that provides fire and emergency medical services.

62. In counties that employ or have designated an animal control county enforcement agent pursuant to section 11-1005, enter into agreements with foundations or charitable organizations to solicit donations, property or services, excluding enforcement or inspection services, for use by the county enforcement agent solely to perform nonmandated services and to fund capital improvements for county animal control, subject to annual financial and performance audits by an independent party as designated by the county board of supervisors. For the purposes of this paragraph, nonmandated services are limited to low cost spay and neuter services, public education and outreach efforts, pet adoption efforts, care for pets that are victims of cruelty or neglect and support for volunteer programs.

63. Adopt and provide for the enforcement of ordinances prohibiting open fires and campfires on designated lands in the unincorporated areas of the county when a determination of emergency is issued by the county emergency management officer and the board deems it necessary to protect public health and safety on those lands.

64. Fix the amount of license fees to be paid by any person, firm, corporation or association for carrying on any game or amusement business in unincorporated areas of the county and prescribe the method of collection or payment of those fees, for a stated period in advance, and fix penalties for failure to comply by fine. Nothing in this article shall be construed as authorizing any county to require an occupational license or fee for any activity if state law precludes requiring such a license or fee.

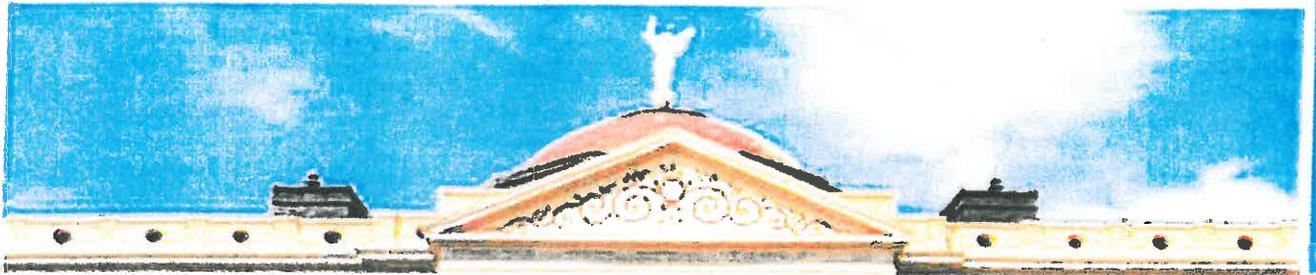
65. Adopt and enforce ordinances for the prevention, abatement and removal of graffiti, providing that any restrictions on the retail display of potential graffiti tools be limited to any of the following, as determined by the retail business:

(a) In a place that is in the line of sight of a cashier or in the line of sight from a work station normally continuously occupied during business hours.

(b) In a manner that makes the product accessible to a patron of the business establishment only with the assistance of an employee of the establishment.

(c) In an area electronically protected, or viewed by surveillance equipment that is monitored, during business hours.

66. Adopt ordinances and fees related to the implementation of a local stormwater quality program pursuant to title 49, chapter 2, article 11.



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11-254.01. County purchasing procedures; purchases to be based on competitive bids; content and issuance of invitations and specifications; basis of awards and rejection of bids; professional services; buildings

- A. All purchases of supplies, materials, equipment and contractual services, except professional services, made by the county having an estimated cost in excess of ten thousand dollars per transaction, or the aggregate dollar amount provided for in section 41-2535, if pursuant to section 41-2501, subsection C the board of supervisors adopts the aggregate dollar amount, shall be based on sealed, competitive bids. The county purchasing agent shall make the awards on board of supervisors approval. The invitation for bids and specifications must be issued in sufficient time before the purchase is made and in sufficient detail to permit free competition. Notice of the invitation for bids shall be published in a newspaper in accordance with title 39, chapter 2 unless the board of supervisors, by at least a two-thirds vote of its membership, determines that an emergency exists requiring immediate action to protect the public health or safety. Copies of the invitation and specifications shall be supplied to and bids shall be solicited from qualified sources consistent with the item to be purchased as determined by the county purchasing agent, including all qualified suppliers who before the issuance of the invitation notify the purchasing department in writing that they desire to bid on materials, supplies, equipment or contractual services.**
- B. Bids shall be opened publicly at the time and place stated in the invitation. On board approval, the county purchasing agent shall make awards with reasonable promptness by giving written notice to the responsible bidder whose bid conforms to the invitation and whose bid is the most advantageous to the county concerning price, conformity to the specifications and other factors. The board may reject all bids if rejection is in the public interest.**
- C. For purchases of ten thousand dollars or less, or for purchases of less than the aggregate dollar amount if the county board of supervisors adopts the amount provided for in section 41-2535, each county shall develop purchasing procedures to comply with the uniform accounting system prescribed by the auditor general under section 41-1279.21.**
- D. Professional services shall be procured pursuant to written policies developed by the county purchasing agent and adopted by the board of supervisors.**
- E. All erections of and repairs and alterations to any county building are not subject to this section but are subject to title 34, chapter 2.**

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11-952. Intergovernmental agreements and contracts

A. If authorized by their legislative or other governing bodies, two or more public agencies or public procurement units by direct contract or agreement may contract for services or jointly exercise any powers common to the contracting parties and may enter into agreements with one another for joint or cooperative action or may form a separate legal entity, including a nonprofit corporation, to contract for or perform some or all of the services specified in the contract or agreement or exercise those powers jointly held by the contracting parties.

B. Any such contract or agreement shall specify the following:

1. Its duration.
2. Its purpose or purposes.
3. The manner of financing the joint or cooperative undertaking and of establishing and maintaining a budget for the undertaking.
4. The permissible method or methods to be employed in accomplishing the partial or complete termination of the agreement and for disposing of property on such partial or complete termination.
5. If a separate legal entity is formed pursuant to subsection A, the precise organization, composition, title and nature of the entity.
6. Any other necessary and proper matters.

C. No agreement made pursuant to this article shall relieve any public agency of any obligation or responsibility imposed on it by law.

D. Except as provided in subsection E, every agreement or contract involving any public agency or public procurement unit of this state made pursuant to this article, before its execution, shall be submitted to the attorney for each such public agency or public procurement unit, who shall determine whether the agreement is in proper form and is within the powers and authority granted under the laws of this state to such public agency or public procurement unit.

E. A federal department or agency or public agency of another state that is a party to an agreement or contract made pursuant to this article is not required to submit the agreement or contract to the attorney for the department or agency unless required under federal law or the law of the other state.

F. Appropriate action by ordinance or resolution or otherwise pursuant to the laws applicable to the governing bodies of the participating agencies approving or extending the duration of the agreement or contract shall be necessary before any such agreement, contract or extension may be filed or become effective.

G. An agreement or contract may be extended as many times as is desirable, but each extension may not exceed the duration of the previous agreement.

H. Payment for services under this section shall not be made unless pursuant to a fully approved written contract.

I. A person who authorizes payment of any monies in violation of this section is liable for the monies paid plus twenty per cent of such amount and legal interest from the date of payment.

J. Notwithstanding any other provision of law, public agencies may enter into a contract or agreement pursuant to this section with the superior court, justice courts and police courts for related services and facilities of such courts for a term not to exceed ten years, with the approval of such contract or agreement by the presiding judge of the superior court in the county in which the court or courts that provide the facilities or services are located.

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(L10, Ch. 244, sec. 23. Eff. Eff. until 7/1/13)

A. Except as provided in subsections B through G and L of this section, every agent, on acceptance and approval of the working drawings and specifications, shall publish a notice to contractors of intention to receive bids and contract for the proposed work. This notice shall be published by advertising in a newspaper of general circulation in the county in which the agent is located for two consecutive publications if it is a weekly newspaper or for two publications that are at least six but no more than ten days apart if it is a daily newspaper. The notice shall state:

1. The nature of the work required, the type, purpose and location of the proposed building and where the plans, specifications and full information as to the proposed work may be obtained.
2. That contractors desiring to submit proposals may obtain copies of full or partial sets of plans and specifications for estimate on request or by appointment. The return of such plans and specifications shall be guaranteed by a deposit of a designated amount which shall be refunded on return of the plans and specifications in good order.
3. That every proposal shall be accompanied by a certified check, cashier's check or surety bond for ten per cent of the amount of the bid included in the proposal as a guarantee that the contractor will enter into a contract to perform the proposal in accordance with the plans and specifications. Notwithstanding any other statute, the surety bond shall be executed solely by a surety company or companies holding a certificate of authority to transact surety business in this state issued by the director of the department of insurance pursuant to title 20, chapter 2, article 1. The surety bond shall not be executed by an individual surety or sureties, even if the requirements of section 7-101 are satisfied. The certified check, cashier's check or surety bond shall be returned to the contractors whose proposals are not accepted, and to the successful contractor on the execution of a satisfactory bond and contract as provided in this article. The conditions and provisions of the surety bid bond regarding the surety's obligations shall follow the following form:
Now, therefore, if the obligee accepts the proposal of the principal and the principal enters into a contract with the obligee in accordance with the terms of the proposal and gives the bonds and certificates of insurance as specified in the standard specifications with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the principal to enter into the contract and give the bonds and certificates of insurance, if the principal pays to the obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.
4. That the right is reserved to reject any or all proposals or to withhold the award for any reason the agent determines.

B. If the agent believes that any construction, building addition or alteration contemplated at a public institution can be advantageously done by the inmates of the public institution and regularly employed help, the agent may cause the work to be done without advertising for bids.

C. Any building, structure, addition or alteration may be constructed either with or without the use of the agent's regularly employed personnel without advertising for bids, provided that the total cost of the work, excluding materials and equipment

previously acquired by bid, does not exceed:

1. In fiscal year 1994-1995, fourteen thousand dollars.
2. In fiscal year 1995-1996 and each fiscal year thereafter, the amount provided in paragraph 1 of this subsection adjusted by the annual percentage change in the GDP price deflator as defined in section 41-563.

D. Notwithstanding subsection C of this section, any street, road, bridge, water or sewer work, other than a water or sewer treatment plant or building, may be constructed either with or without the use of the agent's regularly employed personnel without advertising for bids, provided that the total cost of the work does not exceed:

1. In fiscal year 1994-1995, one hundred fifty thousand dollars.
2. In fiscal year 1995-1996 and each fiscal year thereafter, the amount provided in paragraph 1 of this subsection adjusted by the annual percentage change in the GDP price deflator as defined in section 41-563.

E. For the purposes of subsection D of this section, the total cost of water or sewer work does not include services provided by volunteers or donations made for the water or sewer project.

F. Notwithstanding this section, an agent may:

1. Construct, reconstruct, install or repair a natural gas or electric utility and distribution system, owned or operated by such agent, with regularly employed personnel of the agent without advertising for bids, unless otherwise prohibited by charter or ordinance.
2. Construct recreational projects, including trails, playgrounds, ballparks and other similar facilities and excluding buildings, structures, building additions and alterations to buildings, structures and building additions, with volunteer workers or workers provided by a nonprofit organization without advertising for bids for labor and materials, provided that the total cost of the work does not exceed:
 - (a) In fiscal year 2001-2002, one hundred fifty thousand dollars.
 - (b) In fiscal year 2002-2003 and each fiscal year thereafter, the amount provided in subdivision (a) adjusted by the annual percentage change in the GDP price deflator as defined in section 41-563.

G. A contribution by an agent for the financing of public infrastructure made pursuant to a development agreement is exempt from this section if such contribution for any single development does not exceed:

1. In fiscal year 1994-1995, one hundred thousand dollars.
2. In fiscal year 1995-1996 and each fiscal year thereafter, the amount provided in paragraph 1 of this subsection adjusted by the annual percentage change in the GDP price deflator as defined in section 41-563.

H. In addition to other state or local requirements relating to the publication of bids, each agent shall provide at least one set of all plans and specifications to any construction news reporting service that files an annual request with the agent. For the purposes of this subsection, "construction news reporting service" means a service that researches, gathers and disseminates news and reports either in print or electronically, on at least a weekly basis for building projects, construction bids, the purchasing of materials, supplies or services and other construction bidding or planned activity to the allied construction industry. The allied construction industry includes both general and specialty contractors, builders, material and service suppliers, architects and engineers, owners, developers and government agencies.

I. Any construction by a county under this section shall comply with the uniform accounting system prescribed for counties by the auditor general under section 41-1279.21. Any construction by a city or town under this section shall comply with generally accepted accounting principles.

J. Any construction, building addition or alteration project that is financed by monies of this state or its political subdivisions shall not use endangered wood species unless an exemption is granted by the director of the department of administration. The director shall only grant an exemption if the use of endangered wood species is deemed necessary for historical restoration or to repair existing facilities and the use of any substitute material is not practical. Any lease-purchase agreement entered into by this state or its political subdivisions for construction shall specify that no endangered wood species may be used in the construction unless an exemption is granted by the director. For the purposes of this subsection, "endangered wood species" includes those listed in appendix I of the convention on international trade in endangered species of wild flora and fauna.

K. All bonds given by a contractor and surety pursuant to this article, regardless of their actual form, will be deemed by law to be the form required and set forth in this article and no other.

L. Any building, structure, addition or alteration may be constructed without complying with this article if the construction, including construction of buildings or structures on public or private property, is required as a condition of development of private property and is authorized by section 9-463.01 or 11-822. For the purposes of this subsection, building does not include police, fire, school, library or other public buildings.

M. Notwithstanding section 34-221, any agent may enter into a guaranteed energy cost savings contract with a qualified provider for the purchase of energy cost savings measures without complying with this article and may procure a guaranteed energy

cost savings contract through the competitive sealed proposal process prescribed in title 41, chapter 23 or any similar competitive proposal process adopted by the agent.

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Bill Number Search:



Fiftieth Legislature - Second Regular Session

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A. Except for services that are under a single contract and that an agent procures pursuant to section 34-103 or 34-606, an agent shall procure a single contract for the following services pursuant to this section:

1. Architect services.
2. Construction-manager-at-risk construction services.
3. Design-build construction services.
4. Engineer services.
5. Job-order-contracting construction services.
6. Landscape architect services.
7. Assayer services.
8. Geologist services.
9. Land surveying services.

B. An agent shall provide notice of each procurement of professional services or construction services specified in this section and shall award the single contract on the basis of demonstrated competence and qualifications for the type of professional services or construction services pursuant to the procedures prescribed in this section.

C. In a procurement of a single contract for professional services or construction services pursuant to this section:

1. The following requirements apply:

(a) The agent and the selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process under this subsection or under subsection D of this section, including the selection of persons or firms to be interviewed, the selection of persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list or for any other purpose in the selection process.

(b) In determining the persons or firms to participate in any interviews and in determining the persons and firms to be on the final list and their order on the final list, the selection committee shall use and shall consider only the criteria and weighting of criteria specified by the agent for that purpose as provided in this subsection. No other factors or criteria may be used in the evaluation, determinations and other actions.

(c) An agent is limited to one contract in each procurement under this section. Alternatively:

(i) For construction-manager-at-risk construction services, an agent may elect separate contracts for preconstruction services during the design phase, for construction during the construction phase and for any other construction services.

(ii) For design-build construction services, an agent may elect separate contracts for preconstruction services and design services during the design phase, for construction and design services during the construction phase and for any other construction services.

(iii) For professional services, an agent may enter into multiple contracts for different phases of a single project.

(d) All construction-manager-at-risk construction services or design-build construction services included in a procurement under this section shall be limited to construction services to be performed at a single location, a common location or, if the construction services are all for a similar purpose, multiple locations. For construction-manager-at-risk construction services and design-build construction services to be performed at multiple locations:

(i) At the time the request for qualifications is issued, the agent must intend to commence all construction at each location within thirty months after execution of the first contract for preconstruction services or other construction services at any of the locations.

(ii) The request for qualifications must include the information described in paragraph 2, subdivision (g) of this subsection.

(e) If the agent enters into the first contract for preconstruction services, construction services or professional services as the result of the procurement, the procurement under this section ends. After execution of that first contract the agent may not use the procurement or the existing final list in the procurement as the basis for entering into a contract with any other person or firm that participated in the procurement.

(f) Notwithstanding any other provision of this section specifying the number of persons or firms to be interviewed, the number of persons or firms to be on a final list or any other numerical specification in this section:

(i) If a smaller number of persons or firms respond to the request for qualifications or if one or more persons or firms drop out of the procurement so that there is a smaller number of persons or firms participating in the procurement, the agent may elect to proceed with the procurement with the participating persons or firms if there are at least two participating responsive and responsible persons or firms. Alternatively, the agent may elect to terminate the procurement.

(ii) As to a request for qualifications for professional services or construction services to be negotiated pursuant to subsection E of this section only, if only one responsive and responsible person or firm responds to the request for qualifications or, if one or more persons or firms drop out of the procurement so that only one responsive and responsible person or firm remains in the procurement, the agent may elect to proceed with the procurement with only one person or firm if the agent determines in writing that the fee negotiated pursuant to subsection E of this section is fair and reasonable and that either other prospective persons or firms had reasonable opportunity to respond or there is not adequate time for a resolicitation.

(iii) If a person or firm on the final list withdraws or is removed from the procurement and the selection committee determines that it is in the best interest of the agent, the selection committee may replace that person or firm on the final list with another person or firm that submitted qualifications in the procurement and that is selected by the selection committee as the next most qualified.

2. An agent shall issue a request for qualifications for each procurement and publish notice of the request for qualifications. This notice shall be published by advertising in a newspaper of general circulation in the county in which the agent is located for two consecutive publications if it is a weekly newspaper or for two publications that are at least six but no more than ten days apart if it is a daily newspaper. The request for qualifications shall:

(a) State that one contract may or will be awarded, describe the services to be performed under the contract and state that one person or firm may or will be awarded the contract.

(b) In a procurement of a contract to be negotiated under subsection E of this section, state that there will be a single final list of at least three and not more than five persons or firms. In a procurement in which the contract will be awarded under subsection F of this section, state that there will be a single final list and that the number of persons or firms on the final list will be three.

(c) As prescribed below, state the selection criteria and relative weight of the selection criteria to be used by the selection committee, except that for construction services one of the criteria shall be the person's or firm's subcontractor selection plan or procedures to implement the agent's subcontractor selection plan. All selection criteria under this subsection shall be factors that demonstrate competence and qualifications for the type of professional services or construction services included in the procurement. If:

(i) Interviews will be held, the request for qualifications shall state the selection criteria and relative weight of the selection criteria to be used in selecting the persons or firms to be interviewed and the request for qualifications may state the selection criteria and relative weight of the selection criteria to be used in selecting the persons or firms on the final list and in determining their order on the final list. The final list selection criteria and relative weights may be different than the selection criteria and relative weights used to determine the persons or firms to be interviewed. The request for qualifications shall also state whether the agent will select the persons or firms on the final list and their order on the final list solely through the results of the interview process or through the combined results of both the interview process and the evaluation of statements of qualifications and performance data submitted in response to the agent's request for qualifications.

(ii) Interviews will not be held, the request for qualifications shall state the selection criteria and relative weight of the selection criteria to be used in selecting the persons or firms on the final list and in determining their order on the final list.

(d) If the agent will hold interviews as part of the selection process, state that interviews will be held and that the interviews will be with at least three but not more than five persons or firms.

(e) For procurements of construction services, include either:

(i) A requirement that each person or firm submit a proposed subcontractor selection plan and a requirement that the proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone.

(ii) A subcontractor selection plan adopted by the agent that applies to the person or

firm that is selected to perform the construction services and that requires subcontractors to be selected based on qualifications alone or on a combination of qualifications and price and not based on price alone and a requirement that each person or firm must submit a description of the procedures it proposes to use to implement the agent's subcontractor selection plan.

(f) Include a description of the publicly available location of the agent's protest policy and procedures or, if the agent does not have a protest policy and procedures, a statement that the protest policy and procedures referred to in subsection J of this section apply to any protests in connection with the procurement.

(g) In a procurement of construction-manager-at-risk construction services or design-build construction services to be performed at multiple locations, include:

(i) A brief description of the construction services to be performed at each location.

(ii) The estimated budget for the construction services to be performed at each location.

(iii) A schedule for the construction services to be performed at each location that shows the agent's intent to commence all construction at each location within thirty months after execution of the first contract for preconstruction services or other construction services at any of the locations.

3. An agent shall initiate an appropriately qualified selection committee for each request for qualifications. The agent shall ensure that the selection committee members are competent to serve on the selection committee. Each selection committee must include one employee of the agent or an agent representative who is appointed by the agent. If the agent is procuring professional services, the agent shall determine the number and qualifications of the selection committee members. A selection committee for the procurement of construction services shall not have more than seven members, except that, if the contract involves the agent and additional governmental or private participants, the number of members of the selection committee shall be increased by one for each additional participant, except that the maximum number of members of the selection committee is nine. The selection committee for construction services shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or an engineer who is registered pursuant to section 32-121. These members may be employees of the agent or outside consultants. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the agent for performing this service, but the agent may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under a contract awarded under the procurement or provide any professional services, construction, construction services, materials or other services under the contract. The selection committee and the agent shall do the following:

(a) If interviews are specified in the request for qualifications:

(i) The selection committee shall determine the persons or firms to be interviewed by evaluating the statements of qualifications and performance data that are submitted in response to the agent's request for qualifications based only on the selection criteria and relative weight of the selection criteria stated in the request for qualifications to be used to determine the persons or firms to be interviewed.

(ii) If the selection criteria and relative weight of the selection criteria to be used by the selection committee to select the persons or firms on the final list and to determine their order on the final list are not included in the request for qualifications, before the interviews are held the agent shall distribute to the persons or firms to be interviewed the selection criteria and relative weight of the selection criteria to be used to select the persons or firms on the final list and to determine their order on the final list. These selection criteria and relative weight may be different than the selection criteria and relative weight used to determine the persons or firms to be interviewed.

(iii) The selection committee shall conduct interviews with the number of persons or firms to be interviewed as stated in the request for qualifications regarding the professional services or construction services and the relative methods of approach for furnishing the required professional services or construction services.

(b) Based only on the selection criteria and relative weight of the selection criteria specified as provided in this subsection for selection of the persons or firms on the final list and their order on the final list, the selection committee shall select the persons or firms for the final list and, in the case of a final list for a contract that will be negotiated under subsection E of this section, rank the persons or firms on the final list in order of preference.

(c) If the contract will be negotiated under subsection E of this section, before or at the same time as the agent notifies the highest ranking person or firm on the final list that it is the highest ranking person or firm, the agent shall send actual notice to each of the following that it is not the highest person or firm on the final list or that another person or firm is the highest ranking person or firm on the final list:

(i) If interviews were held, the other persons and firms interviewed.

(ii) If interviews were not held, the other persons and firms that made submittals.

(d) If the contract will be awarded under subsection F of this section, before or at the same time as the agent notifies the persons or firms on the final list that they are on

the final list, the agent shall send actual notice to each of the following persons or firms that they are not on the final list or that other persons or firms are on the final list:

(i) If interviews were held, the other persons or firms interviewed.

(ii) If interviews were not held, the other persons or firms that made submittals.

D. An agent shall award the single contract under the procurement as provided in subsection E or F of this section.

E. The agent shall conduct negotiations with persons or firms on the final list as follows:

1. The procurement is for a single contract for construction services or professional services, and there is one final list.

2. The negotiations shall include consideration of compensation and other contract terms that the agent determines to be fair and reasonable to the agent. In making this decision, the agent shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered.

3. The agent shall enter into negotiations with the highest qualified person or firm on the final list.

4. If the agent is not able to negotiate a satisfactory contract with the highest qualified person or firm on the final list, at compensation and on other contract terms the agent determines to be fair and reasonable, the agent shall formally terminate negotiations with that person or firm. The agent shall then undertake negotiations with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list.

5. If in a procurement under this section the agent terminates negotiations with a person or firm on the final list and commences negotiations with another person or firm on the final list, the agent shall not in that procurement recommence negotiations or enter into a contract for the construction services or professional services covered by the final list with any person or firm on the final list with whom the agent has terminated negotiations.

F. As an alternative to subsection E of this section, an agent may award a single contract for design-build construction services or job-order-contracting construction services as follows:

1. The agent shall use the selection committee appointed for the request for qualifications pursuant to subsection C of this section.

2. The agent shall issue a request for proposals to the persons or firms on the final list developed pursuant to subsection C of this section.

3. The request for proposals shall include:

(a) The agent's project schedule and project final budget for design and construction or life cycle budget for a procurement that includes maintenance services or operations services.

(b) A statement that the contract will be awarded to the offeror whose proposal receives the highest number of points under a scoring method.

(c) A description of the scoring method, including a list of the factors in the scoring method and the number of points allocated to each factor. The factors in the scoring method may include:

(i) For design-build construction services only, demonstrated compliance with the design requirements.

(ii) Offeror qualifications.

(iii) Offeror financial capacity.

(iv) Compliance with the agent's project schedule.

(v) For design-build construction services only, if the request for proposals specifies that the agent will spend its project budget and not more than its project budget and is seeking the best proposal for the project budget, compliance of the offeror's price or life cycle price for procurements that include maintenance services, operations services or finance services with the agent's budget as prescribed in the request for proposals.

(vi) For design-build construction services if the request for proposals does not contain the specifications prescribed in item (v) and for job-order-contracting construction services, the price or life cycle price for procurements that include maintenance services, operations services or finance services.

(vii) An offeror quality management plan.

(viii) Other evaluation factors that demonstrate competence and qualifications for the type of construction services in the request for proposals as determined by the agent, if any.

(d) For design-build construction services only, the design requirements.

(e) A requirement that each offeror submit separately a technical proposal and a price proposal and that the offeror's entire proposal be responsive to the requirements in the request for proposals. For design-build construction services, the price in the price proposal shall be a fixed price or a guaranteed maximum price.

(f) A statement that in applying the scoring method the selection committee will separately evaluate the technical proposal and the price proposal and will evaluate and score the technical proposal before opening the price proposal.

(g) If the agent conducts discussions pursuant to paragraph 5 of this subsection, a

statement that discussions will be held and a requirement that each offeror submit a preliminary technical proposal before the discussions are held.

4. If the agent determines to conduct discussions pursuant to paragraph 5 of this subsection, each offeror shall submit a preliminary technical proposal to the agent before those discussions are held.

5. If determined by the agent and included by the agent in the request for proposals, the selection committee shall conduct discussions with all offerors that submit preliminary technical proposals. Discussions shall be for the purpose of clarification to ensure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair treatment with respect to any opportunity for discussion and for clarification by the owner. Revision of preliminary technical proposals shall be permitted after submission of preliminary technical proposals and before award for the purpose of obtaining best and final proposals. In conducting any discussions, information derived from proposals submitted by competing offerors shall not be disclosed to other competing offerors.

6. After completion of any discussions pursuant to paragraph 5 of this subsection or if no discussions are held, each offeror shall submit separately the offeror's final technical proposal and its price proposal.

7. Before opening any price proposal, the selection committee shall open the final technical proposals, evaluate the final technical proposals and score the final technical proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.

8. After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open the price proposals, evaluate the price proposals, score the price proposals and complete the scoring of the entire proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.

9. The agent shall award the contract or contracts to the responsive and responsible offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation. Before or at the same time as the agent notifies the winning offeror that it has won, the agent shall send actual notice to each other offeror either that the offeror has not won or that another offeror has won.

10. The contract or contracts file shall contain the basis on which the award is made, including at a minimum the information and documents required under subsection G of this section.

11. For design-build construction services only, the agent shall award a stipulated fee equal to a percentage, as prescribed in the request for proposals, of the agent's project final budget for design and construction, as prescribed in the request for proposals, but not less than two-tenths of one per cent of the project final budget for design and construction to each final list offeror who provides a responsive, but unsuccessful, proposal. If the agent does not award a contract, all responsive final list offerors shall receive the stipulated fee based on the owner's project final budget for design and construction as included in the request for proposals. The agent shall pay the stipulated fee to each offeror within ninety days after the award of the initial contract or the decision not to award a contract. In consideration for paying the stipulated fee, the agent may use any ideas or information contained in the proposals in connection with any contract awarded for the project, or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the offerors. Notwithstanding the other provisions of this paragraph, an offeror may elect to waive the stipulated fee. If an offeror elects to waive the stipulated fee, the agent may not use ideas and information contained in the offeror's proposal, except that this restriction does not prevent the agent from using any idea or information if the idea or information is also included in a proposal of an offeror that accepts the stipulated fee.

G. At a minimum, the agent shall retain the following for each procurement under this section:

1. For each request for qualifications procurement process under subsection C of this section:

(a) If interviews were not held:

(i) The submittal of the person or firm listed first on the final list and, if different, the submittal of the person or firm with which the agent enters into a contract.

(ii) The final list.

(iii) A list of the selection criteria and relative weight of selection criteria used to select the persons or firms for the final list and to determine their order on the final list.

(iv) A list that contains the name of each person or firm that submitted qualifications and that shows the person's or firm's final overall rank or score.

(v) A document or documents that show the final score or rank on each selection criteria of each person or firm that submitted qualifications and that support the final overall rankings and scores of the persons or firms that submitted qualifications. At the election of the agent, this documentation may be in the form of a consolidated scoring sheet for the entire selection committee, in the form of individual scoring sheets for individual selection committee members or any other form as determined by the agent.

(b) If interviews were held:

(i) All submittals of the person or firm listed first on the final list and, if different, all submittals of the person or firm with which the agent enters into a contract.

(ii) The final list.

(iii) A list of the selection criteria and relative weight of selection criteria used to select the persons or firms for the final list and to determine their order on the final list.

(iv) A list that contains the name of each person or firm that was interviewed and that shows the person's or firm's final overall rank or score.

(v) A document or documents that show the final score or rank on each selection criteria of each person or firm that was interviewed and that support the final overall rankings and scores of the persons or firms that were interviewed. At the election of the agent, this documentation may be in the form of a consolidated scoring sheet for the entire selection committee, in the form of individual scoring sheets for individual selection committee members or any other form as determined by the agent.

(vi) A list of the selection criteria and relative weight of the selection criteria used to select the persons or firms for the short list to be interviewed.

(vii) A list that contains the name of each person or firm that submitted qualifications and that shows the person's or firm's final overall rank or score in the selection of the persons or firms to be on the short list to be interviewed.

(viii) A document or documents that show the final score or rank on each selection criteria of each person or firm that submitted qualifications and that support the final overall rankings and scores of the persons or firms that submitted qualifications in the selection of the persons or firms to be on the short list to be interviewed. At the election of the agent, this documentation may be in the form of a consolidated scoring sheet for the entire selection committee, in the form of individual scoring sheets for the individual selection committee members or any other form as determined by the agent.

2. For each request for proposals procurement process under subsection F of this section:

(a) The entire proposal submitted by the person or firm that received the highest score in the scoring method in the request for proposals and, if different, the entire proposal submitted by the person or firm with which the agent enters into a contract.

(b) The description of the scoring method, the list of factors in the scoring method and the number of points allocated to each factor, all as included in the request for proposals.

(c) A list that contains the name of each offeror that submitted a proposal and that shows the offeror's final overall score.

(d) A document or documents that show the final score on each factor in the scoring method in the request for proposals of each offeror that submitted a proposal and that support the final overall scores of the offerors that submitted proposals. At the election of the agent, this documentation may be in the form of a consolidated scoring sheet for the entire selection committee, in the form of individual scoring sheets for individual selection committee members or any other form as determined by the agent.

H. Information relating to each procurement under this section shall be made available to the public as follows:

1. Notwithstanding title 39, chapter 1, article 2, until the agent awards a contract or terminates the procurement, only the name of each person or firm on the final list developed pursuant to subsection C of this section may be made available to the public. All other information received by the agent in response to the request for qualifications pursuant to subsection C of this section or contained in proposals submitted pursuant to subsection F of this section shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing submitters and offerors during the selection process.

2. After the agent awards the contract or terminates the procurement, the agent shall make available to the public pursuant to title 39, chapter 1, article 2 at a minimum all of the items that the agent is required to retain under subsection G of this section, except the proposals submitted in response to a request for proposals under subsection F of this section and the document or documents prescribed in subsection G, paragraph 1, subdivision (a), item (v) and subdivision (b), items (v) and (viii) and paragraph 2, subdivision (d) of this section.

3. The proposals submitted under subsection F of this section shall not be made available to the public until after the agent has entered into a contract or terminated the procurement. At a minimum the proposals submitted under subsection F of this section that the agent is required to retain under subsection G of this section shall be made available to the public after the agent has entered into a contract or terminated the procurement.

4. To the extent that the offeror designates and the agent concurs, trade secrets and other proprietary data contained in a proposal remain confidential.

5. The document or documents prescribed in subsection G, paragraph 1, subdivision (a), item (v) and subdivision (b), items (v) and (viii) and paragraph 2, subdivision (d) of this section are available to the extent provided in title 39, chapter 1, article 2.

I. An agent may cancel a request for qualifications or a request for proposals, reject in whole or in part any or all submittals or proposals, or determine not to enter into a

contract as specified in the solicitation if the agent determines in the agent's absolute and sole discretion that the action is in the best interest of the agent. The agent shall make the reasons for cancellation, rejection or determination not to enter into a contract part of the contract file.

J. If the agent does not have a procurement protest policy and procedures that have been formally adopted and published by the agent, for protests relating to procurements under this section the agent shall follow the procurement protest policy and procedures of the department of administration. The agent shall process all protests relating to procurements under this section.

K. For the purposes of this section, "professional services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

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1. Be the administrative head of the department.
2. Subject to the merit system rules, appoint, suspend, demote, promote or dismiss all other classified employees of the department on the recommendation of their respective division superintendent. The director shall determine and furnish the law enforcement merit system council established by section 41-1830.11 with a table of organization. The superintendent of each division shall serve at the concurrent pleasure of the director and the governor.
3. Except as provided in sections 12-119, 41-1304 and 41-1304.05, employ officers and other personnel as the director deems necessary for the protection and security of the state buildings and grounds in the governmental mall described in section 41-1362, state office buildings in Tucson and persons who are on any of those properties. Department officers may make arrests and issue citations for crimes or traffic offenses and for any violation of a rule adopted under section 41-796. For the purposes of this paragraph, security does not mean security services related to building operation and maintenance functions provided by the department of administration.
4. Make rules necessary for the operation of the department.
5. Annually submit a report of the work of the department to the governor and the legislature, or more often if requested by the governor or the legislature.
6. Appoint a deputy director with the approval of the governor.
7. Adopt an official seal that contains the words "department of public safety" encircling the seal of this state as part of its design.
8. Investigate, on receipt, credible evidence that a licensee or registrant has been arrested for, charged with or convicted of an offense that would preclude the person from holding a license or registration certificate issued pursuant to title 32, chapter 26.
9. Cooperate with the Arizona-Mexico commission in the governor's office and with researchers at universities in this state to collect data and conduct projects in the United States and Mexico on issues that are within the scope of the department's duties and that relate to quality of life, trade and economic development in this state in a manner that will help the Arizona-Mexico commission to assess and enhance the economic competitiveness of this state and of the Arizona-Mexico region.
10. Adopt and administer the breath, blood or other bodily substances test rules pursuant to title 28, chapter 4.
11. Develop procedures to exchange information with the department of transportation for any purpose related to sections 28-1324, 28-1325, 28-1326, 28-1462 and 28-3318.
12. Collaborate with the state forester in presentations to legislative committees on issues associated with wildfire prevention, suppression and emergency management as provided by section 37-622, subsection B.

B. The director may:

1. Issue commissions to officers of the department.
2. Request the cooperation of the utilities, communication media and public and private agencies and any sheriff or other peace officer in any county or municipality, within the limits of their respective jurisdictions when necessary, to aid and assist in the performance of any duty imposed by this chapter.
3. Cooperate with any public or private agency or person to receive or give necessary

- assistance and may contract for such assistance subject to legislative appropriation controls.
4. Utilize the advice of the board and cooperate with sheriffs, local police and peace officers within the state for the prevention and discovery of crimes, the apprehension of criminals and the promotion of public safety.
 5. Acquire in the name of the state, either in fee or lesser estate or interest, all real or any personal property that the director considers necessary for the department's use, by purchase, donation, dedication, exchange or other lawful means. All acquisitions of personal property pursuant to this paragraph shall be made as prescribed in chapter 23 of this title unless otherwise provided by law.
 6. Dispose of any property, real or personal, or any right, title or interest in the property, when the director determines that the property is no longer needed or necessary for the department's use. Disposition of personal property shall be as prescribed in chapter 23 of this title. The real property shall be sold by public auction or competitive bidding after notice published in a daily newspaper of general circulation, not less than three times, two weeks before the sale and subject to the approval of the director of the department of administration. When real property is sold, it shall not be sold for less than the appraised value as established by a competent real estate appraiser. Any monies derived from the disposal of real or personal property shall be deposited, pursuant to sections 35-146 and 35-147, in the Arizona highway patrol fund as authorized by section 41-1752, subsection B, paragraph 6.
 7. Sell, lend or lease personal property directly to any state, county or local law enforcement agency. Personal property may be sold or leased at a predetermined price without competitive bidding. Any state, county or local law enforcement agency receiving personal property may not resell or lease the property to any person or organization except for educational purposes.
 8. Dispose of surplus property by transferring the property to the department of administration for disposition to another state budget unit or political subdivision if the state budget unit or political subdivision is not a law enforcement agency.
 9. Lease or rent personal property directly to any state law enforcement officer for the purpose of traffic safety, traffic control or other law enforcement related activity.
 10. Sell for one dollar, without public bidding, the department issued handgun or shotgun to a department officer on duty related retirement pursuant to title 38, chapter 5, article 4. Any monies derived from the sale of the handgun or shotgun to the retiring department officer shall be deposited, pursuant to sections 35-146 and 35-147, in the Arizona highway patrol fund as authorized by section 41-1752, subsection B, paragraph 6.
 11. Conduct state criminal history records checks for the purpose of updating and verifying the status of current licensees or registrants who have a license or certificate issued pursuant to title 32, chapter 26. The director shall investigate, on receipt, credible evidence that a licensee or registrant has been arrested for, charged with or convicted of an offense that would preclude the person from holding a registration certificate issued pursuant to title 32, chapter 26.
 12. Grant a maximum of two thousand eighty hours of industrial injury leave to any sworn department employee who is injured in the course of the employee's duty, any civilian department employee who is injured in the course of performing or assisting in law enforcement or hazardous duties or any civilian department employee who was injured as a sworn department employee rehired after August 9, 2001 and would have been eligible pursuant to this paragraph and whose work-related injury prevents the employee from performing the normal duties of that employee's classification. This industrial injury leave is in addition to any vacation or sick leave earned or granted to the employee and does not affect the employee's eligibility for any other benefits, including workers' compensation. The employee is not eligible for payment pursuant to section 38-615 of industrial injury leave that is granted pursuant to this paragraph. Subject to approval by the law enforcement merit system council, the director shall adopt rules and procedures regarding industrial injury leave hours granted pursuant to this paragraph.
 13. Sell at current replacement cost, without public bidding, the department issued badge of authority to an officer of the department on the officer's promotion or separation from the department. Any monies derived from the sale of the badge to an officer shall be deposited, pursuant to sections 35-146 and 35-147, in the department of public safety administration fund to offset replacement costs.
- C. The director and any employees of the department that the director designates in writing may use the seal adopted pursuant to subsection A, paragraph 7 of this section to fully authenticate any department records and copies of these records. These authenticated records or authenticated copies of records shall be judicially noticed and shall be received in evidence by the courts of this state without any further proof of their authenticity.

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41-2513. Authority to contract for certain services

A. For the purpose of procuring the services of clergy, certified public accountants, legal counsel pursuant to section 41-192, subsection D, physicians or dentists as defined by the laws of this state, any state governmental unit may act as a purchasing agency and contract on its own behalf for such services, subject to this chapter and rules adopted by the director.

B. In accordance with the provisions of section 41-192, subsection D and notwithstanding any contrary statute, no contract for the services of legal counsel may be awarded without the approval of the attorney general.

C. The auditor general shall approve state agency contracting for financial and compliance auditing services except if specific statutory authority is otherwise provided. The auditor general shall ensure that such contract audits are conducted in accordance with generally accepted governmental auditing standards. An audit shall not be accepted until it has been approved by the auditor general.

D. The department may approve all information technology purchases exceeding twenty-five thousand dollars for a budget unit as defined in section 41-3501. Purchases shall not be artificially divided to avoid review.

E. Payment for any services, including those services described in subsections A, B and C of this section, procured under this chapter shall not be made unless pursuant to a fully approved written contract.

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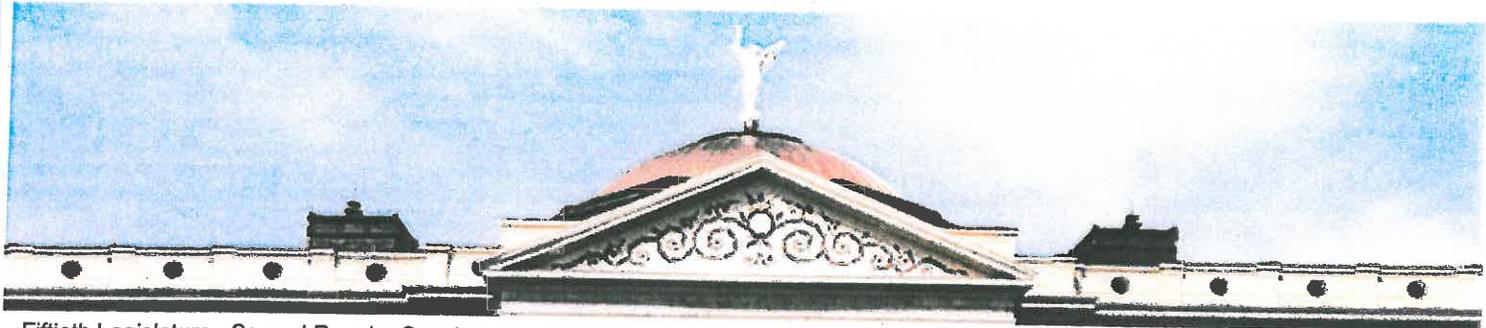
41-2601. Definitions

In this article, unless the context otherwise requires:

1. "Excess materials" means any materials which have a remaining useful life but which are no longer required by the using agency in possession of the materials.
2. "Nonexpendable materials" means all tangible materials which have an original acquisition cost over an amount set by regulation and a probable useful life of more than one year.
3. "Surplus materials" means any materials that no longer have any use to this state or materials acquired from the United States government. This includes obsolete materials, scrap materials and nonexpendable materials that have completed their useful life cycle.

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41-2616. Violation; classification; liability; civil penalty; enforcement authority

A. A person who contracts for or purchases any material, services, construction or construction services in a manner contrary to the requirements of this chapter, the rules adopted pursuant to this chapter, the rules adopted by the state board of education pursuant to section 15-213 or rules adopted by the Arizona board of regents, the Arizona lottery commission or the judicial branch pursuant to section 41-2501 is personally liable for the recovery of all public monies paid plus twenty per cent of such amount and legal interest from the date of payment and all costs and damages arising out of the violation.

B. A person who intentionally or knowingly contracts for or purchases any material, services, construction or construction services pursuant to a scheme or artifice to avoid the requirements of this chapter, rules adopted pursuant to this chapter, rules adopted by the state board of education pursuant to section 15-213 or rules adopted pursuant to section 41-2501 is guilty of a class 4 felony.

C. A person who serves on an evaluation committee for a procurement shall sign a statement before reviewing bids or proposals that the person has no interest in the procurement other than that disclosed and will have no contact with any representative of a competing vendor related to the particular procurement during the course of evaluation of bids or proposals, except those contacts specifically authorized by section 41-2534, 41-2537, 41-2538, 41-2578, 41-2579 or 41-2581. The person shall disclose on the statement any contact unrelated to the pending procurement and any contact with a representative of a competing vendor during evaluation of bids or proposals except those contacts specifically authorized by section 41-2534, 41-2537, 41-2538, 41-2578, 41-2579 or 41-2581. A person who serves on an evaluation committee and who fails to disclose contact with a representative of a competing vendor or who fails to provide accurate information on the statement is subject to a civil penalty of at least one thousand dollars but not more than ten thousand dollars.

D. The attorney general on behalf of this state shall enforce the provisions of this chapter.

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A. Any public procurement unit may either participate in, sponsor, conduct or administer a cooperative purchasing agreement for the procurement of any materials, services, professional services, construction or construction services with one or more public procurement units in accordance with an agreement entered into between the participants. A nonprofit educational or public health institution may enter into an agreement pursuant to this section if one or more of the parties involved is a public procurement unit. An agreement entered into as provided in this article is exempt from section 11-952, subsection D. Parties under a cooperative purchasing agreement may:

1. Sponsor, conduct or administer a cooperative agreement for the procurement or disposal of any materials, services or construction.
2. Cooperatively use materials or services.
3. Commonly use or share warehousing facilities, capital equipment and other facilities.
4. Provide personnel, except that the requesting public procurement unit shall pay the public procurement unit providing the personnel the direct and indirect cost of providing the personnel, in accordance with the agreement.
5. On request, make available to other public procurement units informational, technical or other services or software that may assist in improving the efficiency or economy of procurement. The public procurement unit furnishing the informational, technical or other services or software has the right to request reimbursement for the reasonable and necessary costs of providing these services or software.

B. The school facilities board or school districts, or both, may enter into an agreement with a public procurement unit pursuant to this section for the purpose of procuring materials and services needed to correct deficiencies in school facilities.

C. The activities described in this section do not limit what parties may do under a cooperative purchasing agreement.

D. A nonprofit corporation operating as a public procurement unit under this section, on request of the auditor general, shall provide to the auditor general all documentation concerning any cooperative purchasing transaction the public procurement unit administers under this section.

E. A nonprofit corporation operating as a public procurement unit under this section shall comply with all procurement laws applicable to the public procurement unit participating in a cooperative purchasing transaction that the nonprofit corporation administers.

F. This section does not abrogate the responsibility of each public procurement unit to ensure compliance with procurement laws that apply to the particular public procurement, notwithstanding the fact that the cooperative purchase is administered by a nonprofit corporation operating under this section.

G. Any public procurement unit conducting or administering a cooperative purchasing agreement for the procurement of construction services or professional services shall comply with the requirements of section 34-603 or 41-2578.

H. For the purposes of this section:

1. "Construction services" has the same meaning prescribed in section 41-2503.
2. "Professional services" has the same meaning prescribed in section 41-2578.



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41-2533. Competitive sealed bidding

A. Contracts shall be awarded by competitive sealed bidding except as otherwise provided in section 41-2532.

B. An invitation for bids shall be issued and shall include a purchase description and all contractual terms and conditions applicable to the procurement.

C. Adequate public notice of the invitation for bids shall be given a reasonable time before the date set forth in the invitation for the opening of bids, in accordance with rules adopted by the director. The notice may include publication one or more times in a newspaper of general circulation a reasonable time before bid opening. If the invitation for bids is for the procurement of services other than those described in sections 41-2513 and 41-2578, the notice shall include publication in a single newspaper or in multiple newspapers within this state. The publication shall be not less than two weeks before bid opening and shall be circulated within the affected governmental jurisdiction. The notice may also be posted at a designated site on a worldwide public network of interconnected computers.

D. Bids shall be opened publicly at the time and place designated in the invitation for bids. The amount of each bid, and such other relevant information as may be specified by rule, together with the name of each bidder shall be recorded. This record shall be open to public inspection at the bid opening in a manner prescribed by rule. The bids shall not be open for public inspection until after a contract is awarded. To the extent the bidder designates and the state concurs, trade secrets or other proprietary data contained in the bid documents shall remain confidential in accordance with rules adopted by the director.

E. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this chapter. Bids shall be evaluated based on the requirements set forth in the invitation for bids, including criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery and suitability for a particular purpose, as prescribed in rules adopted by the director. The invitation for bids shall set forth the evaluation criteria to be used, including the weighting of identified criteria. Evaluation criteria shall not be used for construction and no criteria may be used in bid evaluation that are not set forth in the invitation for bids.

F. The correction or withdrawal of erroneous bids before or after bid opening, based on bid mistakes, may be permitted in accordance with rules adopted by the director. After bid opening, no corrections in bid prices or other provisions of bids prejudicial to the interest of this state or fair competition shall be permitted. Except as otherwise provided by rule, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the director.

G. The 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 the invitation for bids. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the lowest bidder. If all bids for a construction project exceed available monies as certified by the appropriate fiscal officer, and the low responsive and responsible bid does not exceed such monies by more than five per cent, the director may in situations in which time or economic considerations preclude resolicitation of work of a reduced scope negotiate an adjustment of the bid price, including changes in the bid requirements, with the low responsive and responsible bidder, to bring the bid within the amount of available monies.

H. The multistep sealed bidding method may be used if the director determines in writing that it is not practical to initially prepare a definitive purchase description which is suitable to permit an award based on competitive sealed bidding. An invitation for bids may be issued requesting the submission of technical offers to be followed by an invitation for bids limited to those bidders whose offers are determined to be technically acceptable under the criteria set forth in the first solicitation, except that the multistep sealed bidding method may not be used for construction contracts.

I. If the price of a recycled paper product which conforms to specifications is within five per cent of a low bid product which is not recycled and the recycled product bidder is otherwise the lowest responsible and responsive bidder, the award shall be made to the bidder offering the recycled product. The director may adopt rules requiring a five per cent preference for other products made from recycled materials.

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- A. If, under rules adopted pursuant to this chapter, the director determines in writing that the use of competitive sealed bidding is either not practicable or not advantageous to this state, a contract for materials or services may be entered into by competitive sealed proposals. This section does not apply to procurement of construction, construction services or specified professional services pursuant to section 41-2578, subsection A. Construction services shall be procured pursuant to section 41-2537 or 41-2578. The director may provide by rule that it is either not practicable or not advantageous to this state to procure specified types of materials or services by competitive sealed bidding.
- B. Proposals shall be solicited through a request for proposals.
- C. Adequate public notice of the request for proposals shall be given in the same manner as provided in section 41-2533.
- D. Proposals shall be opened publicly at the time and place designated in the request for proposals. The name of each offeror and such other relevant information as is specified by rule shall be publicly read and recorded in accordance with rules adopted by the director. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall be open for public inspection after contract award. To the extent the offeror designates and the state concurs, trade secrets or other proprietary data contained in the offer documents shall remain confidential in accordance with rules adopted by the director.
- E. The request for proposals shall state the relative importance of price and other evaluation factors. Specific numerical weighting is not required.
- F. As provided in the request for proposals, and under rules adopted by the director, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible to being selected for award for the purpose of clarification to assure full understanding of the solicitation requirements and to permit revision of offers. Offerors shall be accorded fair treatment with respect to any opportunity for discussion. Revisions may be permitted after submission and before award. If discussions are conducted, all offerors who have submitted proposals that are determined by the procurement officer to be in the competitive range shall be invited to submit a final proposal revision. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerors.
- G. The award shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to this state taking into consideration the evaluation factors set forth in the request for proposals. No other factors or criteria may be used in the evaluation. The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the most advantageous proposal. The contract file shall contain the basis on which the award is made.

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41-2535. Procurements not exceeding a prescribed amount; small businesses; simplified construction procurement program

A. Any procurement which does not exceed the aggregate dollar amount of fifty thousand dollars may be made in accordance with rules adopted by the director, except that the procurements shall be made with such competition as is practicable under the circumstances.

B. Any procurement which does not exceed the aggregate dollar amount of less than fifty thousand dollars shall be restricted, if practicable, to small businesses as defined in rules adopted by the director. The procurement officer shall rotate the small business solicited to compete for any procurement of less than fifty thousand dollars. If it is impracticable to restrict a particular procurement to small businesses, the procurement officer shall make a determination setting forth the reasons and place it in the contract file.

C. Procurement requirements shall not be artificially divided or fragmented so as to constitute a purchase under this section and to circumvent the source selection procedures required by section 41-2533 or 41-2534 or be artificially combined to circumvent this section.

D. A procurement involving construction not exceeding one hundred thousand dollars may be made pursuant to rules adopted by the director in accordance with this section which shall be known as the simplified construction procurement program. At a minimum the rules shall require that:

1. A list be maintained of persons who desire to receive solicitations to bid on construction projects to which additions shall be permitted throughout the year.
2. The list of persons be available for public inspection.
3. Agreements for construction be on forms approved by the director.
4. All information submitted by bidders pursuant to this section be confidential according to section 41-2533, subsection D.
5. All bids for construction be opened at a public opening.
6. All persons desiring to submit bids be treated equitably and the information related to each project be available to all eligible persons.
7. Competition for construction projects under the simplified construction procurement program be encouraged to the maximum extent possible.

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41-2536. *Sole source procurement*
A contract may be awarded for a material, service or construction item without competition if the director determines in writing that there is only one source for the required material, service or construction item. The director may require the submission of cost or pricing data in connection with an award under this section. Sole source procurement shall be avoided, except when no reasonable alternative sources exist. A written determination of the basis for the sole source procurement shall be included in the contract file.

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41-2537. Emergency procurements
Notwithstanding any other provision of this chapter, the director may make or authorize others to make emergency procurements if there exists a threat to public health, welfare, or safety or if a situation exists which makes compliance with section 41-2533, 41-2534 or 41-2578 impracticable, unnecessary or contrary to the public interest as defined in rules adopted by the director, except that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

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41-2538. *Competitive selection procedures for certain professional services*

A. The services specified in section 41-2513 shall be procured in accordance with this section, except as authorized under section 41-2535, 41-2536 or 41-2537.

B. Persons engaged in providing the types of services specified in section 41-2513 may submit statements of qualifications and expressions of interest in providing such types of services. The director may specify a uniform format for statements of qualifications. Persons may amend these statements at any time by filing a new statement.

C. Adequate notice of the need for such services shall be given by the purchasing agency through a request for proposals. The request for proposals shall describe the services required and list the type of information and data required of each offeror.

D. The head of the purchasing agency or a designee of such officer may conduct discussions with any offerors who submit a proposal to determine the offeror's qualifications for further consideration. Discussions shall not disclose any information derived from proposals submitted by other offerors.

E. The award shall be made to the offeror determined in writing by the head of the purchasing agency or a designee of such officer to be best qualified based on the evaluation factors set forth in the request for proposals and after a written determination that the compensation is fair and reasonable. Selection may be made pursuant to the provisions of this section without requiring priced proposals, but if price is included in proposals submitted, no contract may be awarded solely on the basis of price.

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41-2539. Cancellation of invitation for bids or requests for proposals
An invitation for bids, a request for proposals or other solicitation may be cancelled or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation if it is in the best interests of this state. The reasons for the cancellation or rejection shall be made part of the contract file.

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41-2578. Procurement of specified professional and construction services; definition

A. Architect services, assayer services, construction-manager-at-risk construction services, design-build construction services, engineer services, job-order-contracting construction services, geologist services, landscape architect services and land surveying services shall be procured as provided in this section except as authorized by sections 41-2535, 41-2536 and 41-2537.

B. This state shall provide notice, in accordance with rules, of each procurement of professional services or construction services specified in this section and shall award contracts on the basis of demonstrated competence and qualifications for the type of professional services or construction services pursuant to procedures prescribed in this section.

C. In the procurement of these professional services or construction services pursuant to this section:

1. For procurement of professional services if the contract is for professional services by an architect or architect firm and the contract amount is two hundred fifty thousand dollars or less or is for professional services by a person or firm other than an architect and the contract amount is five hundred thousand dollars or less, the director shall encourage persons or firms engaged in the lawful practice of the profession to submit annually a statement of qualifications and experience. The director or the head of the purchasing agency shall initiate an appropriately qualified selection committee for each procurement, which may include one or more contracts, in accordance with rules adopted by the director or purchasing agency. The selection committee shall evaluate current statements of qualifications and experience on file with the director or purchasing agency, together with those that may be submitted by other persons or firms regarding the procurement. If possible, the selection committee shall conduct interviews with at least three persons or firms regarding the procurement and the relative methods of furnishing the required services and, if possible, shall select, in order of preference and based on criteria established and published by the selection committee, a separate final list for each contract being procured of at least three of the persons or firms deemed to be the most qualified to provide the services required. The selection committee shall base the selection of each final list and the order of preference on demonstrated competence and qualifications only. The purchasing agency and the selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process under this paragraph, including the selection of the persons or firms to be interviewed, the selection of the persons and firms to be on a final list, in determining the order of preference of persons and firms on a final list or for any other purpose in the selection process. For each contract for professional services included in the procurement, the procurement officer shall enter into separate negotiations for the contract with the highest qualified person or firm on the final list for the contract. The negotiations shall include consideration of compensation and other contract terms that the procurement officer determines to be fair and reasonable to this state. In making this determination, the procurement officer shall take into account the estimated value, the scope, the complexity and the nature of the professional services to be rendered. If the procurement officer is unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list for the contract at a price and on other contract terms the procurement officer determines to be fair and reasonable to this state, the procurement officer shall formally terminate negotiations with that person or firm. The procurement officer may undertake negotiations with the next most qualified person or firm on the final list for the contract in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list for the contract.

2. For professional services if the contract amount is more than two hundred fifty thousand dollars for professional services by an architect or architect firm or five hundred thousand dollars for professional services by a person or firm other than an architect and for all construction services, the purchasing agency shall follow the procedure prescribed in this paragraph and paragraphs 3, 4, 5, 6, 7, 8, 9 and 10 of this subsection. Notwithstanding paragraph 1 of this subsection, for professional services otherwise subject to paragraph 1 of this subsection, the purchasing agency may elect to follow the procedures prescribed in this paragraph and paragraphs 3, 4, 5, 6, 7, 8, 9 and 10 of this subsection. The director or

head of a purchasing agency shall initiate an appropriately qualified selection committee for each request for qualifications in accordance with rules adopted by the director. If procuring professional services, the purchasing agency shall determine the number and qualifications of the selection committee members. A selection committee for the procurement of construction services shall not have more than seven members and shall include at least one person who is a senior management employee of a licensed contractor and one person who is an architect or an engineer who is registered pursuant to section 32-121. These members may be employees of the purchasing agency or outside consultants. Outside contractors, architects and engineers serving on a selection committee shall not receive compensation from the purchasing agency for performing this service, but the purchasing agency may elect to reimburse outside contractors, architects and engineers for travel, lodging and other expenses incurred in connection with service on a selection committee. A person who is a member of a selection committee shall not be a contractor under a contract awarded under the procurement or provide construction, construction services, materials or services under the contract. The selection committee shall:

(a) Evaluate the statements of qualifications and performance data that are submitted in response to the purchasing agency's request for qualifications.

(b) If determined by the purchasing agency and included by the purchasing agency in the request for qualifications, conduct interviews with at least three but not more than five persons or firms as specified in the request for qualifications regarding the professional services or construction services and the relative methods of approach for furnishing the required professional services or construction services, except that if multiple contracts are being procured under a single request for qualifications, the number to be interviewed shall be at least three and not more than the number of contracts plus two.

(c) After any interviews, in order of preference, based on the criteria and the weighting of the criteria included in the request for qualifications, select a final list for each contract of three of the persons or firms the selection committee deems to be the most qualified to provide the professional services or construction services and, in the case of a contract that will be negotiated under subsection E of this section, rank the three persons or firms on the final list in order of preference. The selection committee shall base the selection of the final list and the order of preference on demonstrated competence and qualifications only. If the request for qualifications solicited multiple contracts, the selection committee shall select a separate final list for each contract, except that if multiple contracts are being procured and if the request for qualifications specified that all of the multiple contracts will be awarded to a single contractor, the selection committee may select a single final list for all of the multiple contracts. If only two responsible and responsive persons or firms respond to the request for qualifications or if persons or firms withdraw from the procurement process so that there are only two responsible and responsive persons or firms remaining in the procurement process, the purchasing agency may elect to have the selection committee proceed with the procurement, including interviews and the final list, with those two persons or firms or the purchasing agency may readvertise pursuant to this subsection as the purchasing agency deems necessary or appropriate. If only one responsive and responsible person or firm responds to the request for qualifications or if persons or firms withdraw from the procurement process for a contract or multiple contracts to be negotiated under subsection E of this section so that only one responsive and responsible person or firm remains in the procurement process, the purchasing agency may elect to proceed with only one person or firm in the procurement process and may award the contract or contracts to a single person or firm if the purchasing agency determines in writing that the fee negotiated pursuant to subsection E of this section is fair and reasonable and either other prospective persons or firms had a reasonable opportunity to respond or there is not adequate time for a resolicitation. If a person or firm on the final list withdraws or is removed from the procurement process and the selection committee determines that it is in the best interest of the purchasing agency, the selection committee may replace that person or firm with another person or firm that submitted qualifications and that is selected by the selection committee as the next most qualified.

(d) Base the selection of the final list and order of preference on the final list on demonstrated competence and qualifications only.

3. The purchasing agency shall issue a request for qualifications for each contract and give adequate public notice of the request for qualifications in the same manner as provided in section 41-2533. The request for qualifications shall state:

(a) The criteria to be used by the selection committee to select the person or firm to perform the professional services or the construction services. The request for qualifications shall also state in a manner determined by the purchasing agency the relative weight of the selection criteria and, if required under paragraph 8, subdivision (b) of this subsection, that one of the criteria will be the person's or firm's subcontractor selection plan or procedures to implement the purchasing agency's subcontractor selection plan.

(b) If the purchasing agency will hold interviews as part of the selection process, that interviews shall be held with at least three and no more than five persons or firms, except that if multiple contracts are being procured under a single request for qualifications solicitation under this subsection or a single request for qualifications and request for proposals solicitation under this subsection and subsection F of this section, the number to be interviewed shall be at least three and not more than the number of contracts plus two.

4. A purchasing agency may procure multiple contracts under a single request for qualifications procurement process under this subsection or, for job-order-contracting construction services or design-build construction services, under a single request for qualifications and request for proposals procurement process under this subsection and subsection F of this section. If a purchasing agency does

this:

(a) The advertisement and the request for qualifications shall state that multiple contracts may or will be awarded, shall state the number of contracts that may or will be awarded and shall describe the services to be performed under each contract.

(b) There shall be a single selection process for all of the multiple contracts, except that for each contract there shall be a separate final list and a separate negotiation under subsection E of this section or a separate request for proposals competition under subsection F of this section. However, if the request for qualifications specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single final list and a single negotiation for all of the multiple contracts under subsection E of this section or a single request for proposals competition under subsection F of this section.

(c) The purchasing agency may award all of the multiple contracts to one contractor or may award the multiple contracts to multiple contractors.

5. For professional services, a purchasing agency may procure multiple contracts using a single request for qualifications solicitation under this subsection, except that professional services that are part of design-build construction services may not be procured under this paragraph. Each of the multiple contracts for professional services must have a term not exceeding five years and may continue in effect after the five year term for professional services on projects commenced within the five year term.

6. For job-order-contracting construction services, a purchasing agency may procure multiple contracts using a single request for qualifications solicitation under this subsection or using a single request for qualifications and request for proposals solicitation under this subsection and subsection F of this section.

7. For construction-manager-at-risk construction services and for design-build construction services, a purchasing agency may procure multiple contracts using a single request for qualifications solicitation under this subsection or for design-build construction services using a single request for qualifications and request for proposals solicitation under this subsection and subsection F of this section but in either case only for a specific single project. Portions of the specific single project shall be allocated to separate contracts.

8. For construction-manager-at-risk construction services, design-build construction services and job-order-contracting construction services if the contract or contracts will be negotiated under subsection E of this section or for job-order-contracting construction services if the contract will be awarded pursuant to subsection F of this section:

(a) The person or firm selected to perform the construction services must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone. A qualifications and price selection may be a single step selection based on a combination of qualifications and price or a two step selection. In a two step selection, the first step shall be based on qualifications alone and the second step may be based on a combination of qualifications and price or on price alone.

(b) The purchasing agency shall include in the request for qualifications either:

(i) A requirement that each person or firm submit a proposed subcontractor selection plan, a requirement that the proposed subcontractor selection plan must select subcontractors based on qualifications alone or on a combination of qualifications and price and shall not select subcontractors based on price alone and, as a selection criteria under the request for qualifications, an evaluation of each person's or firm's proposed subcontractor selection plan.

(ii) A subcontractor selection plan adopted by the purchasing agency that will apply to the person or firm that is selected to perform the construction services and that requires subcontractors to be selected based on qualifications alone or on a combination of qualifications and price and not based on price alone, a requirement that each person or firm must submit a description of the procedures it proposes to use to carry out the purchasing agency's subcontractor selection plan and, as a selection criteria under the request for qualifications, an evaluation of each person's or firm's proposed procedures to carry out the purchasing agency's subcontractor selection plan.

(c) The purchasing agency shall include in its contract with the selected person or firm either:

(i) If the purchasing agency included its subcontractor selection plan in the request for qualifications, the purchasing agency's subcontractor selection plan and the procedures proposed by the selected person or firm in submitting its qualifications with those modifications to the procedures as the purchasing agency and the selected person or firm agree.

(ii) If the purchasing agency did not include its subcontractor selection plan in the request for qualifications, the subcontractor selection plan proposed by the selected person or firm in submitting its qualifications with those modifications as the purchasing agency and the selected person or firm agree.

(d) In making the selection of subcontractors, the person or firm selected to perform the construction services shall use the subcontractor selection plan and any procedures included in its contract.

9. The purchasing agency and the selection committee shall not request or consider fees, price, man-hours or any other cost information at any point in the selection process under this subsection and subsection D of this section, including the selection of the persons or firms to be interviewed, the selection of the persons or firms to be on the final list, in determining the order of preference of persons or firms on the final list or for any other purpose in the selection process.

10. For construction-manager-at-risk construction services and design-build construction services, the contract or contracts under a single request for qualifications procurement process or for design-build construction services a single request for qualifications and request for proposals procurement process shall be limited to a specific single project.

D. The director shall award a contract for professional services or construction services to one of the

persons or firms on the final list for that contract prepared pursuant to subsection C of this section as provided in subsection E or F of this section, except that:

1. If only two persons or firms that the selection committee determines are qualified respond to the request for proposals pursuant to subsection F of this section or if one of the three persons or firms on the final list drops out of the selection process pursuant to subsection E or F of this section so that only two of the persons or firms on the final list remain, the purchasing agency, as the purchasing agency deems necessary or appropriate, may elect to proceed with the procurement process with the two persons or firms or elect to readvertise pursuant to subsection C of this section.

2. If only one responsive and responsible person or firm responds to the request for qualifications for a contract or multiple contracts to be negotiated under subsection E of this section or if persons or firms withdraw from the procurement process so that only one responsive and responsible person or firm remains in the procurement process, the purchasing agency may award the contract or contracts to a single person or firm if the purchasing agency determines in writing that the fee negotiated pursuant to subsection E of this section is fair and reasonable and either other prospective persons or firms had a reasonable opportunity to respond or there is not adequate time for a resolicitation.

E. For each contract included in the request for qualifications, the procurement officer shall enter into separate negotiations for the contract with the highest qualified person or firm on the final list for that contract determined pursuant to subsection C of this section for the professional services or construction services. However, if the request for qualifications is for multiple contracts and specifies that all of the multiple contracts will be awarded to a single contractor, there may be a single negotiation for all of the multiple contracts. The negotiations shall include consideration of compensation and other contract terms that the officer determines to be fair and reasonable to this state. In making this decision, the procurement officer shall take into account the estimated value, the scope, the complexity and the nature of the professional services or construction services to be rendered. If the procurement officer is unable to negotiate a satisfactory contract with the highest qualified person or firm on the final list, at compensation and on other contract terms the procurement officer determines to be fair and reasonable to this state, the procurement officer shall formally terminate negotiations with that person or firm. The procurement officer may undertake negotiations with the next most qualified person or firm on the final list in sequence until an agreement is reached or a determination is made to reject all persons or firms on the final list. If a contract for construction services is entered into pursuant to this subsection:

1. If the contract is for construction-manager-at-risk construction services and includes preconstruction services by the contractor or if the contract is for design-build construction services, the purchasing agency shall enter into a written contract with the contractor for preconstruction services under which the purchasing agency shall pay the contractor a fee for preconstruction services in an amount agreed by the purchasing agency and the contractor, and the purchasing agency shall not request or obtain a fixed price or a guaranteed maximum price for the construction from the contractor or enter into a construction contract with the contractor until after the purchasing agency has entered into the written contract for preconstruction services and a preconstruction services fee.

2. Construction shall not commence until the purchasing agency and contractor agree in writing on either a fixed price that the purchasing agency will pay for the construction to be commenced or a guaranteed maximum price for the construction to be commenced.

F. As an alternative to subsection E of this section, the procurement officer may award design-build construction services or job-order-contracting construction services as follows:

1. The procurement officer shall use the selection committee appointed for the request for qualifications pursuant to subsection C of this section.

2. The procurement officer shall issue a request for proposals to the persons or firms on the final list developed pursuant to subsection C of this section.

3. For design-build construction services and job-order-contracting construction services, the request for proposals shall include:

(a) The purchasing agency's project schedule and project final design and construction budget or life cycle budget for a procurement that includes maintenance services or operations services.

(b) A statement that the contract or contracts will be awarded to the person or firm whose proposal receives the highest number of points under a scoring method.

(c) A description of the scoring method, including a list of the factors in the scoring method and the number of points allocated to each factor. The factors in the scoring method shall include:

(i) For design-build construction services only, demonstrated compliance with the design requirements.

(ii) Offeror qualifications.

(iii) Offeror financial capacity.

(iv) Compliance with the purchasing agency's project schedule.

(v) For design-build construction services only, if the request for proposals specifies that the purchasing agency will spend its project budget and not more than its project budget and is seeking the best proposal for the project budget, compliance of the offeror's price or life cycle price for procurements that include maintenance services, operations services or finance services with the purchasing agency's budget as prescribed in the request for proposals.

(vi) For design-build construction services if the request for proposals does not contain the specifications prescribed in item (v) and for job-order-contracting construction services, the price or life cycle price for procurements that include maintenance services, operations services or finance services.

(vii) An offeror quality management plan.

(viii) Other evaluation factors as determined by the purchasing agency, if any.

(d) For design-build construction services only, the design requirements.

(e) A requirement that each offeror submit separately a technical proposal and a price proposal and that the offeror's entire proposal be responsive to the requirements in the request for proposals. For design-build construction services, the price in the price proposal shall be a fixed price or a guaranteed maximum price.

(f) A statement that in applying the scoring method the selection committee will separately evaluate the technical proposal and the price proposal and will evaluate and score the technical proposal before opening the price proposal.

(g) If the purchasing agency conducts discussions pursuant to paragraph 5 of this subsection, a statement that discussions will be held and a requirement that each offeror submit a preliminary technical proposal before the discussions are held.

4. If the purchasing agency determines to conduct discussions pursuant to paragraph 5 of this subsection, each offeror shall submit a preliminary technical proposal to the purchasing agency before those discussions are held.

5. If determined by the purchasing agency and included by the purchasing agency in the request for proposals, the selection committee shall conduct discussions with all persons or firms that submit preliminary technical proposals. Discussions shall be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Offerors shall be accorded fair treatment with respect to any opportunity for discussion and for clarification by the owner. Revision of preliminary technical proposals shall be permitted after submission of preliminary technical proposals and before award for the purpose of obtaining best and final proposals. In conducting any discussions, information derived from proposals submitted by competing offerors shall not be disclosed to other competing offerors.

6. After completion of any discussions pursuant to paragraph 5 of this subsection or if no discussions are held, each offeror shall submit separately its final technical proposal and its price proposal.

7. Before opening any price proposal, the selection committee shall open the final technical proposals, evaluate the final technical proposals and score the final technical proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.

8. After completion of the evaluation and scoring of all final technical proposals, the selection committee shall open the price proposals, evaluate the price proposals, score the price proposals and complete the scoring of the entire proposals using the scoring method in the request for proposals. No other factors or criteria may be used in the evaluation and scoring.

9. The procurement officer shall award the contract or contracts to the responsive and responsible offeror whose proposal receives the highest score under the method of scoring in the request for proposals. No other factors or criteria may be used in the evaluation.

10. The contract or contracts file shall contain the basis on which the award is made.

11. For design-build construction services only, the procurement officer shall award a stipulated fee equal to a percentage, as prescribed in the request for proposals, of the purchasing agency's project final design and construction budget, as prescribed in the request for proposals, but not less than two-tenths of one per cent of the project final design and construction budget to each final list offeror who provides a responsive, but unsuccessful, proposal. If the procurement officer does not award a contract, all responsive final list offerors shall receive the stipulated fee based on the purchasing agency's estimate of the project final design and construction budget as included in the request for proposals. The procurement officer shall pay the stipulated fee to each offeror within ninety days after the award of the initial contract or the decision not to award a contract. In consideration for paying the stipulated fee, the procurement officer may use any ideas or information contained in the proposals in connection with any contract awarded for the project, or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the unsuccessful offerors. Notwithstanding the other provisions of this paragraph, an unsuccessful final list offeror may elect to waive the stipulated fee. If an unsuccessful final list offeror elects to waive the stipulated fee, the purchasing agency may not use ideas and information contained in the offeror's proposal, except that this restriction does not prevent the purchasing agency from using any idea or information if the idea or information is also included in a proposal of an offeror that accepts the stipulated fee.

G. Until award and execution of a contract by a purchasing agency, only the name of each person or firm on the final list developed pursuant to subsection C of this section may be made available to the public. All other information received by the purchasing agency in response to the request for qualifications or contained in the proposals shall be confidential in order to avoid disclosure of the contents that may be prejudicial to competing offerors during the selection process. The proposals shall be open to public inspection after the contract is awarded and the purchasing agency has executed the contract. To the extent that the offeror designates and the purchasing agency concurs, trade secrets and other proprietary data contained in a proposal remain confidential.

H. A purchasing agency may cancel a request for qualifications or a request for proposals or reject in whole or in part any or all submissions of qualifications or proposals as specified in the solicitation if it is in the best interest of the purchasing agency. The purchasing agency shall make the reasons for cancellation or rejection part of the contract file.

I. Notwithstanding any other law:

1. The contractor for design-build or job-order-contracting construction services is not required to be registered to perform design services pursuant to title 32, chapter 1 if the person or firm actually performing the design services on behalf of the contractor is appropriately registered.

2. The contractor for construction-manager-at-risk, design-build or job-order-contracting construction services shall be licensed to perform construction pursuant to title 32, chapter 10.

J. For job-order-contracting construction services only:

1. The maximum dollar amount of an individual job order shall be one million dollars or such higher or lower amount prescribed by the director in a rule adopted pursuant to chapter 6 of this title as the maximum amount of an individual job order, except that:

(a) The amount for school districts in rules adopted pursuant to section 15-213, subsection A shall be one million dollars or such higher or lower amount as adopted by the director.

(b) Without affecting the scope of section 41-2501, subsection N or any similar provision, the maximum amount of an individual job order for the Arizona board of regents, the legislative and judicial branches of state government and the state compensation fund shall be one million dollars or such higher or lower amount adopted by the Arizona board of regents, the legislative or judicial branches of state government or the state compensation fund, respectively, either in an action noticed pursuant to title 38, chapter 3, article 3.1 or an adopted rule. Requirements shall not be artificially divided or fragmented in order to constitute a job order that satisfies this requirement.

2. If the contractor subcontracts or intends to subcontract part or all of the work under a job order and if the job-order construction services contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of job orders based on the number of units of standard individual tasks in the job order:

(a) The contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the contractor to do all or part of the work under one or more job orders:

(i) A copy of the descriptions of all standard individual tasks on which the subcontractor is invited to bid.

(ii) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

(b) If not previously delivered to the subcontractor, the contractor has a duty to deliver promptly the following to each subcontractor invited to or that has agreed to do any of the work included in any job order:

(i) A copy of the description of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

(ii) The number of units of each standard individual task that is included in the job order and that the subcontractor is invited to perform.

(iii) The standard unit price for each standard individual task that is included in the job order and that the subcontractor is invited to perform.

K. Notwithstanding anything to the contrary in this section or this title, a purchasing agency shall not:

1. Enter into a contract as contractor to provide construction-manager-at-risk construction services, design-build construction services or job-order-contracting construction services.

2. Contract with itself, with another purchasing agency, with this state or with any other governmental unit of this state or the federal government for the purchasing agency to provide construction-manager-at-risk construction services, design-build construction services or job-order-contracting construction services.

L. The prohibitions prescribed in subsection K of this section do not prohibit a purchasing agency from providing construction for itself as provided by law.

M. For the purposes of this section, "professional services" includes architect services, engineer services, landscape architect services, assayer services, geologist services and land surveying services and any combination of those services.

N. The procurement officer shall include in each contract for construction services the full street or physical address of each separate location at which the construction will be performed and a requirement that the contractor and each subcontractor at any level include in each of its subcontracts the same address information. The contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location at which construction work will be performed.