



COUNTY OF MOHAVE
NOTICE OF INVITATION FOR BID (IFB)
IFB NO. 23B18

COUNTY-WIDE ANNUAL NEWSPAPER CONTRACT FOR ADVERTISING & PRINTING

INTERESTED BIDDERS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE <http://procurementbids.mohave.gov>. INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED BIDDERS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed bids for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Bids received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Bids must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late bids shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Bids must be submitted in a sealed envelope. The Invitation for Bid (IFB) **number, bidder's name, and address** shall be clearly indicated **on the outside** of the envelope. All bids must be completed in ink or typewritten. Written questions regarding this IFB must be received by the Procurement Department no later than **April 26, 2023**. Questions must be addressed to the Procurement Officer listed below.

BID DUE DATE: MAY 9, 2023
TIME: 2:00 PM, LOCAL AZ TIME
BID LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86402

PRE-BID WEB CONFERENCE DATE & TIME: APRIL 18, 2023
10:00 AM, LOCAL AZ TIME
Microsoft Teams meeting
[Click here to join the meeting](#)
Meeting ID: 234 275 140 015
Passcode: ktmvDx

QUESTIONS SHALL BE DIRECTED TO: MORGAN MICHAELS,
PROCUREMENT SUPERVISOR
(928) 753-0752, OPTION 1
MichaM@mohave.gov
Mohave County Procurement Department
700 W. Beale Street, 1st Floor East | P.O. Box 7000
Kingman, Arizona 86402-7000

April 5 & 12, 2023
Publish Date(s)

ISSUE DATE: April 5, 2023

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SCOPE OF WORK

1. INTENT

- 1.1. **Designated County Newspaper:** Mohave County, in accordance with A.R.S. 11-255, must establish a one (1) year annual, firm, fixed-price, requirements Contract for a designated County newspaper for the purpose of publication of public legal notices and advertising for Mohave County, Arizona.

2. TECHNICAL DEFINITIONS

- 2.1. **Legal Printing and Publishing Requirements:** Printing and/or publishing of all public legal notices and advertising requiring publication such as election proclamations, legal notices regarding statutory matters of the Board of Supervisors, resolutions, summons, notices of sale, delinquent tax lists, special notices, call for bids, bids for construction and equipment, and the publishing of all matters as required to be published by the Board of Supervisors under the laws of the State of Arizona provided to Contractor for such printing and/or publishing.
- 2.2. **Definition for Newspaper:** The term “Newspaper” shall mean a newspaper printed and published in Mohave County, State of Arizona, which for at least one (1) year, has been admitted to the United States Mail as second class matter, as set forth and meeting the requirements of Arizona Revised Statutes, Sections §§ 11-255, 39-201-205, 39-221, 41-2533, 42-18109, 42-18110(B), 42-18265, 48-1902, 49-498 and other applicable statutes as apply to each of the County’s departments and divisions.
- 2.3. **Statutory Definition for “Newspaper”, A.R.S. 39-201:** “In this chapter, unless the context otherwise requires, “newspaper” means a publication regularly issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation, or circulation at nominal rates, but shall have a bona fide list of paying subscribers.”
- 2.4. **Statutorily Required Newspaper Tenure, A.R.S. 39-201:** “Newspaper” shall not include a publication which has not been admitted under federal law as second-class matter in the United States mails for at least one year.”
- 2.5. **Printing:** The term “Printing” shall mean reproducing in newspaper form and style, any legal publication or advertisement requiring public notice.
- 2.6. **Publishing:** The term “Publishing” shall mean the production and distribution by a newspaper containing public legal notices and/or advertising requiring notice to the general public by the County Board of Supervisors within Mohave County.

3. TECHNICAL REQUIREMENTS

3.1. Affidavit of Publication:

3.1.1. End-user County Departments’ Requirements:

- 3.1.1.1. Contractor shall furnish to each end-user County Department, without additional cost, an “Affidavit of Publication” in substantially the format shown in Exhibit 9, within ten (10) days of publication, for each legal notice published.
- 3.1.1.2. For all other non-legal publications, Contractor shall supply a copy of the material published under this contract with a copy of the issued invoice, unless specifically requested otherwise by the County’s end-using department.

3.1.2. **Submission Deadlines:** Contractor shall state the day of the week of publication, press time deadline, and the number of hours, prior to press time, copy will be accepted with and without notice.

3.2. **Print Size, Type, and Pricing Requirements: A.R.S. 39-221** provides for:

3.2.1. The maximum price paid for public printing and advertising, and for publications required by law, shall be at a rate per column inch, per insertion, charged for legal advertising as shown by the local rate card of the newspaper in which publication is to be made.

3.2.2. Unless otherwise specifically provided by law, the type used for such publications and legal advertising shall not be larger than the regular body type of the newspaper in which it is published.

3.3. **Computer Media Formatting:** The proper formatting of computer media shall be the responsibility and cost of the Contractor. County departments are standardized on Microsoft Office Suite.

3.4. **Contractor shall minimize errors in publications**, and shall issue a full credit to the submitting, end-using County department for any advertisement, or publication, that is published incorrectly, or with errors, as a result of the actions by the Contractor, and/or its employees, or agents.

4. CONTRACTURAL TERMS & CONDITIONS

4.1. **Alternate Options:** Mohave County reserves the right to obtain services on the open market in the event the successful Bidder fails to print and publish in accordance with the requirements of this Contract and any price differential will be charged to the successful Bidder.

4.2. **Lowest Price Guarantee:** Contractor agrees to guarantee that Mohave County is receiving the lowest price offered to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period, the Contractor, offers a lower price to another customer, similar prices shall be extended to Mohave County. If the Contractor does not give Mohave County notification of any such price reduction(s), upon discovery, Mohave County shall have the right to take any, or all of the following actions:

4.2.1. Determine the amount that Mohave County was overcharged and submit a request for reimbursement of payment from the awarded Contractor for that amount, or withhold that amount from any subsequent payment(s) owing to the awarded Contractor by County for services provided herein.

4.3. **P-Card Payment Method:** Mohave County may, as an option for payment, utilize a County Procurement Card for payment.

4.4. **Usage Reports:** The Contractor shall provide to the Procurement Department usage reports upon award of contract as follows:

4.4.1. Submit usage report within ten (10) calendar days of the close of each month of Contract.

4.4.2. A sample of this report format is provided herein. The report shall be in a Microsoft Excel file (or if requested by the successful Bidder, and approved by the Procurement Department, some other spreadsheet file that is acceptable to the Procurement Department) and shall be delivered as an e-mail attachment to the Procurement Department.

4.4.3. If the Contractor fails to submit accurate and timely usage reports, the County may terminate the Contract by providing the Contractor with at least thirty (30) days advance written notice of termination.

4.5. **Completion of Services:** Services shall be determined to have been properly completed upon receipt and approval of the Contractor's Affidavit of Publication. Upon successful completion of the services, payment will be authorized.

- 4.6. **Non-conformance:** If any of the services provided to County by Contractor do not conform to the Technical Requirements specified herein, County may require Contractor to perform the services again in conformity with these Technical Requirements, at no additional cost to the County. When the defects in services cannot be corrected by re-performance, County may:
- 4.6.1. Require Contractor to take necessary action to ensure that future performance conforms to these Technical Requirements; and
 - 4.6.2. Reduce the Contract Price to reflect the reduced value of the services performed.
- 4.7. **Prompt Performance:** If Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with these Technical Requirements, County may:
- 4.7.1. By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service.
- 4.8. **Advertising, Publishing, or Printing:** Notwithstanding the terms set forth herein, the Board of Supervisors, may for itself and all departments of County government, advertise, publish and print in a publication other than the official newspaper if any of the following apply:
- 4.8.1. The advertising, publishing, or printing is in addition to that required to be done in the official newspaper of the County;
 - 4.8.2. The advertising, publishing, or printing is authorized, but not required by law
 - 4.8.3. The advertising, publishing, or printing is required by statute to be done in a location other than that of the official newspaper of the County.
- 4.9. **Subscriptions:** Contractor will provide at no cost to the Mohave County Procurement Department either:
- 4.9.1. Online access to an electronic edition of the newspaper for at least five (5) staff members, or,
 - 4.9.2. A delivered Newspaper subscription.

5. DEPARTMENTS OF THE COUNTY

- 5.1 All County Departments may utilize the Contract at any time to satisfy statutory requirements specific to that Department. For a list of County Departments visit the County website at:
<https://www.mohave.gov/ContentPage.aspx?id=125&cid=1540>
- 5.2 Each County Department may have specific statutory requirements that must be met when issuing legal publications. It is the Contractor's responsibility to comply with any statutory requirement as directed by the requesting County Department.

INSTRUCTIONS TO BIDDERS

1. NON-MANDATORY PRE-BID WEB CONFERENCE:

- 1.1. The date and time of the Pre-Bid Web Conference are indicated on the cover page of this document.
- 1.2. The purpose of the Pre-Bid Conference is to clarify the contents of this IFB in order to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this IFB, any apparent omission, or any discrepancy should be presented to the County at this Conference. The County will then determine the appropriate action necessary, if any, and issue a written solicitation amendment. Oral statements or instructions will not constitute an amendment to this IFB. No minutes or recording will be taken at the Pre-Bid Conference.

2. BID FORMAT:

- 2.1. A complete Bid must include, at a minimum, the following items:
 - 2.1.1. Signed Original Offer Page,
 - 2.1.2. Signed Original Solicitation Amendments,
 - 2.1.3. Completed Price Proposal,
 - 2.1.4. Completed Bidder's Qualifications Statement
 - 2.1.5. Affidavit of Publisher
 - 2.1.6. Publications samples in substantially the same format as those that would be provided under a resulting contract of Exhibits 3 through 9 of this Solicitation.
- 2.2. One (1) original and two (2) copies (3 total) of each bid and one electronic version of the bid (contained on a USB flash drive or CD) should be submitted on the forms and in the format specified in the IFB.
- 2.3. The original copy of the bid should be clearly labeled "Original" and shall be unbound and single-sided.
- 2.4. The material should be in sequence and related to the IFB.
- 2.5. The County will not provide any reimbursement for the cost of developing or presenting bids in response to this IFB. Failure to include the requested information may have a negative impact on the evaluation of the Bid.

3. PREPARATION OF BID:

- 3.1. All bids shall be on the forms provided in this IFB package. It is permissible to copy these forms as required. Facsimiles, telegraphic bids, or mailgrams shall not be considered.
- 3.2. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the bid.
- 3.3. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.4. In case of an error in the extension of prices in the bid, the unit price shall govern when applicable.
- 3.5. Periods of time, stated as a number of days shall be in calendar days.
- 3.6. It is the responsibility of all bidders to examine the entire IFB package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date.

4. CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all bidders must disclose if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Bidders are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Bidders must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

5. WHERE TO SUBMIT BIDS:

In order to be considered, the Bidder must complete and submit their bid to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Invitation for Bid page. The Bid shall be presented in a sealed envelope. The words "SEALED BID" with this IFB's DESCRIPTION, CONTRACT NUMBER, and DATE AND TIME OF BID OPENING shall be written on the envelope.

6. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate evaluation, the County requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

7. INQUIRIES:

Any question related to the IFB shall be directed to the Procurement Officer whose name appears on the front side of this document. The Bidder shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate IFB number, page, and paragraph number. However, the Bidder must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official bid due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment will be binding.

8. REQUEST FOR ADDITIONAL INFORMATION:

The County reserves the right to request additional information from Bidders for the purpose of explaining the contents of their bid. Any such request shall be for informational and clarification purposes only and does not constitute discussions.

9. AWARD OF CONTRACT:

9.1. Notwithstanding any other provision of the IFB, the County reserves the right to:

- 9.1.1. Waive any immaterial defect or informality; or
- 9.1.2. Reject any or all bids, or portions thereof; or
- 9.1.3. Reissue the IFB.

9.2. A response to any IFB is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's IFB. Bids do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the IFB, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

10. FAMILIARIZATION OF SCOPE OF WORK:

Before submitting a bid, each Bidder shall familiarize itself with the Scope of Work, laws, regulations, and other factors affecting the performance of work. It shall carefully review the requirements of the IFB and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the IFB. The submission of a bid will constitute a representation of compliance by the Bidder. There will be no subsequent financial adjustment, other than that provided by the Contract.

11. LATE BIDS:

Late bids will not be considered. Kingman is considered a “rural” area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Bidders are encouraged to keep this in mind when arranging delivery of their bids and are advised herein that late bids will be rejected and returned to the Bidder regardless of the reason for being late.

12. WITHDRAWAL OF BID:

At any time prior to the Solicitation due date and time, a Bidder (or designated representative) may withdraw their Bid. Facsimile or telephone withdrawals shall not be considered.

13. AMENDMENT OF THE INVITATION FOR BID:

The Bidder shall acknowledge receipt of an IFB amendment by signing and returning the document by the specified due time and date.

14. CONFIDENTIAL INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

15. SUBCONTRACTORS:

Bidder must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

16. UPON NOTICE OF INTENT TO AWARD:

The apparent successful bidder shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

17. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to any IFB is an offer to contract with the County based upon the contract provisions contained in the County’s IFB, including but not limited to, the specifications, scope of services and any terms and conditions. Bidders who wish to propose modifications to the contract provisions must clearly identify the proposed exception/s and any proposed substitute language and clearly describe how the County will be better served by the substitute language. However, the provisions of the IFB cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County’s IFB will prevail.

18. BID RESULTS:

Bid results are not provided in response to telephone inquiries. A tabulation of bids received will be posted to the Mohave County Procurement Website after the due date of the Solicitation.

19. VENDOR APPLICATION:

Prior to the award of a contract, the successful Bidder shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

20. AFFIDAVIT OF PUBLISHER:

Each responding Bidder shall file with their bid response, an affidavit showing that their newspaper has been established and published within Mohave County, State of Arizona, for a period of at least one (1) year prior to the filing of such affidavit and has been admitted to the United States mail as a second-class matter for at least one (1) year. Please see Exhibit 1 herein.

21. PUBLICATIONS SAMPLES:

Each responding Bidder shall file with their bid response publications samples in substantially the same format as those that would be provided under a resulting contract of Exhibits 3 through 9 of this Solicitation.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

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

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

1.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The policy shall be endorsed to include the following additional insured language: "The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".
- b. Policy shall contain a waiver of subrogation against the County of Mohave

1.1.2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against the County of Mohave

1.2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1.2.1. On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

1.2.2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

1.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

1.3. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to (County of Mohave Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

1.4. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.5. VERIFICATION OF COVERAGE:

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to (County Department Representative's Name and Address). The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

1.6. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.7. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.

Mohave County Risk Management approved 3/16/2023 JD

2. SOLICITATION AMENDMENTS:

Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Bidder's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested bidders without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the bid response may be grounds for deeming the bid response non-responsive.

3. CONTRACT TERM AND RENEWAL:

The term of the Contract shall commence on July 1, 2023, or upon award by the Mohave County Board of Supervisors, whichever is later, and shall remain in effect for a period of twelve (12) months, unless terminated, canceled, or extended as otherwise provided herein with no options to renew in accordance with A.R.S. 11-255.

4. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract unless otherwise agreed to in writing by the County.

5. KEY PERSONNEL:

It is essential that Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees to assign specific individuals to the key positions and to inform the County within five (5) days of the removal, termination, or replacement of key personnel or any other activity that may render key personnel unable to perform their duties under this contract.

6. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to this IFB is an offer to contract with the County based upon the contract provisions contained in the County's IFB, including but not limited to, the specifications, scope of services, and any terms and conditions. Bidders who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the IFB cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the IFB shall prevail.

7. CERTIFICATES AND LICENSES:

The successful bidder shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

8. QUALITY OF WORK:

Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this Contract. Contractor shall perform the services under this Contract in accordance with generally accepted professional and industry standards. All services shall conform to and comply with applicable federal, state, and local statutes, rules, codes, laws, ordinances, regulations, and restrictions.

STANDARD TERMS AND CONDITIONS

1. DEFINITION OF KEY WORDS USED IN SOLICITATIONS:

- 1.1. **Must, Will:** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- 1.2. **Should:** Indicates something that is recommended but not mandatory. If the offeror/bidder fails to provide recommended information, the County may, at its sole option, ask the offeror/bidder to provide the information or evaluate the submittal without the information.
- 1.3. **May:** Indicates something that is not mandatory but permissible.
- 1.4. For purposes of this solicitation, the following definitions apply:
 - 1.4.1. **Contractor, Company or Firm** – Used interchangeably in referring to the organization offering materials or services to the County.
 - 1.4.2. **Contract** - The legal agreement executed between the County and the Contractor.
 - 1.4.3. **County** – Mohave County, Arizona, 86401
 - 1.4.4. **County Project Manager, County Contract Manager, or County Contract Administrator** - The County employee specifically designated by the County Engineer as responsible for monitoring and overseeing the Contractor's performance under this Contract.
 - 1.4.5. **Evaluation Committee** – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
 - 1.4.6. **Joint Venture** – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
 - 1.4.7. **Offer or Response** – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
 - 1.4.8. **Offeror** – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
 - 1.4.9. **Procurement Director** - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
 - 1.4.10. **Solicitation** – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

2. **ACCEPTANCE:** The Contractor acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Contractor's risk and may be returned to the Contractor. If nonconforming material is returned, the Contractor bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Contractor bears responsibility for all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."

3. **ADDITIONAL COMPENSATION:** The Contractor must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Contractor of any work for which additional compensation will be requested.
 - 3.1. Without the prior written approval of the proposed work and the fee therefore, the County will not consider payment of any sums other than those already set forth under this Contract.
4. **ADVERTISING:** Contractor must not advertise or publish information concerning this Contract without prior written consent of the County.
5. **AMERICANS WITH DISABILITIES ACT:** The Contractor must comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
6. **APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.
7. **ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Contractor must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
8. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Contractor will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions, and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
9. **BUSINESS LICENSES AND PERMITS:** The Contractor must maintain in current status all Federal, State, and local registrations, licenses, and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
10. **CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:
 - 10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
 - 10.2. The Contractor must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
 - 10.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - 10.4. The Contractor submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
 - 10.5. The Contractor certifies that, to the best knowledge and belief of the Contractor, the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.
11. **CONFIDENTIALITY OF RECORDS:** The Contractor must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will be used by or

disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. The Contractor also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

12. **CONTINUITY:** The Contractor must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Contractor for five (5) years after the termination of this Contract.
13. **CONTRACT:** The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Contractor in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Contractor relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
14. **CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.
15. **COST OF PROPOSAL PREPARATION:** The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
16. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Contractor must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of non-conforming materials or default of any nature, at the option of the County, will constitute a breach of the Contract as a whole. Noncompliance is subject to STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."
17. **EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become the property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Contractor or any other person except with prior written permission from the County.
18. **FORCE MAJEURE:** Except for the payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include a late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
 - 18.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by

contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

- 19. GRATUITIES:** The County may, by written notice to the Contractor, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.
- 20. INDEMNIFICATION:** To the extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as “Indemnatee”) 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 (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the 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 Indemnatee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

Mohave County Risk Management approved 3/16/2023 JD

- 21. INDEPENDENT CONSULTANT:** Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
- 21.1. The Contractor is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Contractor’s use at a later date.
- 21.2. The County will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses if any.
- 22. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 23. ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If VENDOR engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, VENDOR certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

- 24. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- 25. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.
- 26. LICENSES:** The Contractor must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
- 27. LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor must provide a formal release of all liens.
- 28. MOHAVE COUNTY SEAL USE:** Pursuant to A.R.S. §11-251.17, a firm or individual is not permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- 29. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.
- 30. PATENT INFRINGEMENT:** The County will advise the Contractor of any impending patent suit and provide all information available. The Contractor must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.
- 31. PAYMENT:** When submitting an invoice for payment, the Contractor must include the applicable Purchase Order number on the invoice. No invoice may be submitted until the Contractor has supplied the materials or services covered by the relevant purchase order. If the Contractor is unable to fulfill the entire scope of a purchase order, the Contractor may submit an invoice for the portion of the materials or services supplied during a given billing period. Once the backordered or incomplete portion of a purchase order's scope is shipped or completed, the Contractor may send a new invoice for the remainder to be paid. The Contractor must submit invoices within 30 days of the date of delivery or completion, whichever is later.
- 31.1. The County will make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correctly and adequately formatted and documented invoice.
- 32. PROJECT COMPLIANCE:** It is the Contractor's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.
- 33. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor must replace or

repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Contractor fails to or refuses to make such repair or replacement, the Contractor is liable for the cost thereof, which may be deducted from the contract price.

- 34. PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- 34.1. A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:
- 34.1.1. The name, address, and telephone number of the protestor;
- 34.1.2. The signature of the protestor or its representative;
- 34.1.3. Identification of the solicitation number;
- 34.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- 35. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.
- 36. PUBLIC HEARINGS:** The Contractor must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.
- 37. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.
- 38. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Contractor or any and all of the Contractor's subcontractors. The said audit will be limited to this Contract and its scope of services.
- 39. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Contractor is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses if any.
- 40. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.
- 41. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 42. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure

of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.

- 43. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 44. SHIPMENT UNDER RESERVATION PROHIBITED:** The Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials. Noncompliance will be subject to **STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."**
- 45. SUBCONTRACTS:** No subcontract will be entered into by the Contractor with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are employed. The County will not unreasonably withhold approval and will notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 46. SUBSEQUENT EMPLOYMENT:** The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Contractor to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract unless the notice specifies a later time.
- 47. SUSPENSION OF WORK:** The County may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
- 47.1. The Contractor agrees that no charges or claims for damages will be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such a reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, will not be construed as a waiver by the County of any of the rights herein.
- 48. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Contractor. If this Contract is terminated, the County will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are non-conforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, **STANDARD TERMS AND CONDITIONS, "ACCEPTANCE"** governs.
- 48.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Contractor to fulfill the Contract obligations. Upon receipt of the notice of termination, the Contractor must:
- 48.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and

- 48.1.2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.
- 48.2. If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.
- 48.3. If the termination is for failure of the Contractor to fulfill the Contract obligations, the County may complete the work by contract or otherwise, and the Contractor is liable for any additional cost incurred by the County.
- 48.4. If, after termination for failure to fulfill Contract obligations, it is determined that the Contractor has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.
- 48.5. The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.
- 48.6. Each payment obligation of the County created hereby is conditioned upon the availability of County, State, and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County will notify Contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.
- 49. TIME RECORDS:** The Contractor must maintain complete, current and daily records covering all hours actually worked on this project by each employee. The County reserves the right to audit and examine such records at any time during the progress of this Contract. The County may withhold payment if such documentation is found by the County to be incomplete or erroneous.
- 50. TITLE AND RISK OF LOSS:** The title and risk of loss of material or services will not pass to the County until the County actually receives the material or services at the point of delivery, unless otherwise provided within this Contract.
- 51. WARRANTIES:** Contractor warrants that all material or service delivered under this Contract will conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified, and any inspection incidental thereto by the County, does not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this Contract.
- 52. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Contractor certifies that Contractor does not currently, and agrees for the duration of the above-referenced contract that it will not, use:
- 1) the forced labor of ethnic Uyghurs in the People's Republic of China;
 - 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
 - 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the agreement that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the

Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, the above-referenced contract terminates, except that if the contract termination date occurs before the end of the remedy period, the Contract will terminate on the Contract termination date.

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Bidders **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Bidders").

_____ No _____ Yes, Name & Position _____ (include additional page(s) if necessary)

CONTACT: FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Contractor is now bound to provide the materials and/or services specified in IFB# 23B18, including all terms, conditions, specifications, amendments, etc., and Contractor's Offer as accepted by Mohave County.

Contractor has been cautioned not to commence any billable work or to provide any material and/or service under this contract until Contractor receives this signed sheet, or a written notice to proceed.

Awarded this _____ day of _____, 2023.

**TRAVIS LINGENFELTER, CHAIRMAN OF
MOHAVE COUNTY BOARD OF SUPERVISORS**

Form 1 – Price Proposal

		Yes	No
Will Offeror accept Procurement Card (P-Card) for payment?			
Will Offeror provide discounted subscription rates for County departments?	If Yes, % of discount: _____		
Annual newspaper subscription cost per subscription:			
		\$	
Publication Days – Check which days of the week Contractor publishes:			
Mon: ____	Tue: ____	Wed: ____	Thurs: ____
Fri: ____	Sat: ____	Sun: ____	
Press Time – amount of time prior to publication by which a press item must be received:	Number of Days	By Time of Day	
With Notice:			
Without Notice			

Pricing – The Unit of Measurement to be used for pricing purposes is the cost per line multiplied by number of lines per column inch (PCI).

Legal Advertising			
Font used:		Size of Type:	
Automatic Leading, Yes or No:			
	\$ Per Line	Lines Per Column Inch	
First Insertion Price:			
Subsequent Insertion Price:			
<i>Note: Continuous wrap for text applied in all publication and advertising matter, unless otherwise specified</i>			

Display Advertising			
Font used:		Size of Type:	
Automatic Leading, Yes or No:			
	\$ Per Line	Lines Per Column Inch	
First Insertion Price:			
Subsequent Insertion Price:			
<i>Note: Continuous wrap for text applied in all publication and advertising matter, unless otherwise specified</i>			

Classified Box Line Advertising			
Font used:		Size of Type:	
Advertising Column Width			
Automatic Leading, Yes or No:			
	\$ Per Line	Lines Per Column Inch	
First Insertion Price:			
Subsequent Insertion Price:			
<i>Note: Continuous wrap for text applied in all publication and advertising matter, unless otherwise specified</i>			

Form 1 – Price Proposal, continued

Additional Discounts From Base Bid		% Discount
Providing Camera Ready Copy:		
Computer Type Format:	Preferred Format:	
Email Submissions:		
Discount for Non-Legal Advertising in News Section:		
Advertising Column Width	Legal	Display
1 Column:		
2 Column:		
3 Column:		
4 Column:		
5 Column:		
6 Column:		
7 Column:		
8 Column:		
9 Column:		
10 Column:		
Number of Characters per Printed Line:		
Total Number of Characters Per Column Inch:		
Sample Document Pricing		Total Cost
Exhibits 4 through 8 provide varying samples of the types of documents the County requires be printed in its designated contracted newspaper annually. Based on “First Insertion” cost, please provide the total cost to publish each of these documents as shown:		
Exhibit 4, Sample Publication – Request for Proposal:		\$
Exhibit 5, Sample Notice – Sale of Tax Liens		\$
Exhibit 6, Sample Notice – Truth in Taxation Hearing (Display Section):		\$
Exhibit 7, Sample Notice –Notice of Public Hearing:		\$
Exhibit 8, Sample –Tax Listing:		\$

Form 2

BIDDER'S QUALIFICATIONS STATEMENT

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO: Mohave County, a body politic and corporate of the State of Arizona
 ADDRESS: Post Office Box 7000, Kingman, Arizona 86401

Name of Newspaper Organization:							
Submitted By (Name):							
Address:							
Phone #:		Email:					
Is your organization licensed and qualified to provide legal advertisement services in the State of Arizona?					Yes:	No:	
Principal Office (Headquarters Address, if applicable)							
Address:							
Phone #:		Email:					
Form of Business (check one):		Corporation:		Partnership:		Joint Venture:	
		Individual:		Other (Specify):			
How many years have you been in business providing legal advertisement services?							
How many years in the State of Arizona?							
How many years under the present business name?							
Under what other names has your organization operated?							

_____, being duly sworn deposes and says that under penalty of perjury and understanding the Owner's reliance upon the foregoing statements and the Owner's right to rely, avows and asserts that the information provided herein is true and sufficiently complete so as not to be misleading.

Dated this _____ day of _____, 20_____

 Signature of Person Authorized to Sign for Company

 Direct Telephone Number

 Printed Name

 Direct Email Address

 Title

 Name of Company

EXHIBIT 1

AFFIDAVIT OF PUBLISHER
PURSUANT TO A.R.S. 39-202
[STATE OF ARIZONA]

[COUNTY OF MOHAVE]

Comes now _____, who, after being duly sworn, deposes and says:
(Publisher's Name)

1. I, _____, am the publisher of a newspaper printed in Mohave County, Arizona,
(Publisher's Name)
known as _____, and I am duly authorized by such
(the "Newspaper")
_____ Newspaper to make this affidavit.
(Business/Newspaper Name)

2. The Newspaper is regularly issued for dissemination of news of a general and public character at stated short intervals of time on the following day(s) of each week _____; is from a known office of publication at _____, Mohave County, Arizona; bears dates of issue; is numbered consecutively; is not designed primarily for advertising, free circulation or circulation at nominal rates, and has a bona fide list of paying subscribers.

3. The Newspaper has been admitted under federal law as second-class matter in the United States mails for at least one (1) year.

4. The Newspaper complies with the provisions of **A.R.S. 39-201** and **39-202**.

5. The Newspaper is composed and issued from its office located at _____, _____, Mohave County, Arizona and distributed from its printing facility located at _____, _____, Mohave County, Arizona.

6. Further the affidavit sayeth not.

(Signature)

Subscribed and sworn to before me this _____ day of _____, 2023.

(Notary Public)

My Commission Expires: _____

EXHIBIT 2

MOHAVE COUNTY OBSERVED HOLIDAY SCHEDULE

THE FOLLOWING DAYS SHALL BE OBSERVED HOLIDAYS

New Year's Day

Martin Luther King, Jr./Civil Rights Day

Lincoln/Washington President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Mohave County recognizes ten (10) paid Holidays per year.

EXHIBIT 3

SAMPLE USAGE REPORT

The reporting format provided below is what Mohave County would like the awarded Contractor to provide on a monthly basis beginning upon award. Formatting preference is in Excel format, unless Contractor is able to provide more easily in another format based on its business practices. If so, please note what format this information may be provided. **Please Note:** Each monthly report submitted shall contain the following information listed:

- **Contract Name and Number:** Contract 23B18 Annual Newspaper Contract for Advertising & Printing
- **Usage Reporting Period:** From Month/Day/Year through Month/Day/Year
- **Contractor’s Name:** Awarded Contractor’s name

Line Item Description	County Department	Rate	Current Quarter No. of Column Inches	Current Quarter Extended Amount	YTD # of Column Inches	YTD Extended Amount
Budgets						
RFP/IFB Solicitations						
Public Notices						
Warrants						
Delinquent Tax Issues						
Other: Please Itemize						
Classified Advertising						
TOTALS						

EXHIBIT 3, continued

SAMPLE USAGE REPORT

The report shown below is an example of the usage report that the Contractor provides to the County every month.

Mohave County Contract: 22B08 LEGAL ADVERTISING & PUBLICATIONS - USAGE REPORT FOR KINGMAN DAILY MINER					
Usage Reporting Period: February 1, 2023 through February 28, 2023					
Line Item Description	Contracted Rate	Number of Column Inches	Extended Amount	YTD Extended Column Inches	YTD Extended Amount
<i>Budgets(Display)</i>	\$3.83	0.00	\$0.00	0.00	\$0.00
<i>RFQ's</i>	\$1.49	0.00	\$0.00	26.20	\$38.01
<i>RFI's</i>	\$1.49	0.00	\$0.00	9.80	\$14.53
Itemize Other Items Needed					
<i>Attorney - Forfeiture</i>	\$1.49	16.50	\$24.61	146.10	\$205.22
<i>Attorney - Notice of Hearing</i>	\$1.49	0.00	\$0.00	58.20	\$106.30
<i>Attorney</i>	\$1.49	47.90	\$71.82	106.20	\$160.43
<i>Clerk of the Board</i>	\$1.49	4.20	\$6.45	46.46	\$67.76
<i>Development - Hearing</i>	\$1.49	26.30	\$39.41	218.04	\$321.04
<i>Sheriff</i>	\$1.49	52.10	\$77.85	1,046.18	\$1,498.33
<i>Community Services</i>	\$1.49	0.00	\$0.00	45.80	\$68.61
<i>Procurement</i>	\$1.49	35.40	\$52.41	224.09	\$323.62
<i>Elections Department</i>	\$1.49	0.00	\$0.00	7.10	\$10.63
<i>Emergency Management</i>	\$1.49	0.00	\$0.00	14.20	\$21.25
<i>Environmental Quality</i>	\$1.49	0.00	\$0.00	6.40	\$9.73
<i>Flood Control District</i>	\$1.49	0.00	\$0.00	3.30	\$4.98
<i>Public Works</i>	\$1.49	0.00	\$0.00	29.96	\$44.38
<i>Treasurer</i>	\$1.49	0.00	\$0.00	0.00	\$0.00
Classified Advertising					
<i>Superior Court</i>	\$1.49	0.00	\$0.00	5.42	\$23.45
<i>Library</i>	\$1.49	0.00	\$0.00	2.23	\$10.08
<i>Justice Court</i>	\$1.49	0.00	\$0.00	4.85	\$21.60
Display Ads					
<i>Community Service</i>	\$3.83	0.00	\$0.00	0.00	0.00
<i>Flood Control District</i>	\$3.83	0.00	\$0.00	15.00	\$57.45
<i>Development</i>	\$3.83	0.00	\$0.00	210.00	\$804.30
<i>Clerk of the Board</i>	\$3.83	774.00	\$2,964.42	1,031.00	\$3,882.58
<i>Environmental Quality</i>	\$3.83	0.00	\$0.00	0.00	\$0.00
<i>Public Works</i>	\$3.83	0.00	\$0.00	0.00	\$0.00
<i>Financial Services</i>	\$3.83	0.00	\$0.00	516.00	\$1,057.92
<i>Treasurer</i>	\$3.83	0.00	\$0.00	4,788.00	\$18,338.04
<i>Board of Supervisors</i>	\$3.83	0.00	\$0.00	69.00	\$464.28
<i>Community Service</i>	\$3.83	0.00	\$0.00	0.00	0.00
TOTALS	\$0.00	956.40	\$3,236.97	8,629.53	\$27,554.52

EXHIBIT 4

SAMPLE PUBLICATION – REQUEST FOR PROPOSAL

PUBLICATION **REQUEST FOR PROPOSALS**

COMMODITIES:
MOHAVE COUNTY SHERIFF'S OFFICE
DETENTION HEALTHCARE SERVICES
RFP NO.: 22P01
DATE ISSUED: MARCH 9, 2022
OPENING DATE: APRIL 12, 2022
TIME: 2 PM (Local AZ Time)

Notice is hereby given that the County of Mohave, Arizona is soliciting proposals from qualified Offerors to provide healthcare services to inmates being held in the custody of the Mohave County Sheriff's Office ("MCSO") at the MCSO Adult Detention Facility ("MCADF") as well as for juvenile inmates being held in the custody of the County's Juvenile Detention Center ("JDC") under the administration of the County's Probation Department. A complete copy of this RFP and possible amendments may be obtained from our website at: <http://procurementbids.mohave.gov>. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Procurement Department, 700 W. Beale Street, Kingman, AZ. Respondents are invited to review the information and to submit their response to this RFP in accordance with the criteria established within this RFP. Written questions regarding this RFP must be received by the Procurement Department no later than **March 30, 2022**. Questions may then be responded to by written amendment to this document. Oral statements or instructions shall not constitute an amendment to the RFP.

Awards will be made with reasonable promptness by written notification to the successful proposer(s).

FOR FURTHER INFORMATION CONTACT: Michelle Fink, CPPB, Procurement Supervisor, at FinkMi@mohave.gov.

PUB: **March 9 and 16, 2022**

BY: Tara L. Acton, CPPB
Procurement Director
Mohave County Procurement Department

EXHIBIT 5

SAMPLE NOTICE – SALE OF TAX LIENS

PUBLIC NOTICE-OF SALE OF TAX LIENS FOR DELINQUENT TAXES

PUBLIC NOTICE IS HEREBY GIVEN THAT I WILL OFFER TAX LIENS AT PUBLIC SALE VIA AN ON-LINE INTERNET AUCTION ON FEBRUARY 22, 2016. BIDDING WILL BE AVAILABLE 24 HOURS A DAY, BEGINNING AT 9:00 A.M. (MST) ON FEBRUARY 8, 2016. GRANT STREET GROUP IS HOSTING THIS SALE VIA THE INTERNET AT www.bidmohave.com GRANT STREET GROUP WILL CHARGE EACH BIDDER A FEE OF \$10.00 PER PARCEL PURCHASED BY THAT BIDDER.

TAX LIENS WILL BE SOLD ON THE FOLLOWING DESCRIBED REAL PROPERTY, UPON WHICH THERE ARE DELINQUENT TAXES, FOR AMOUNTS NECESSARY TO PAY THE TAXES, PENALTIES, INTEREST AND CHARGES THEREON. PERSONS WISHING TO BID WHO DO NOT CURRENTLY HAVE A TAX SALE BIDDER NUMBER WILL NEED TO OBTAIN A BIDDER NUMBER. A SOCIAL SECURITY NUMBER OR EMPLOYER IDENTIFICATION NUMBER IS REQUIRED TO OBTAIN TAX LIENS. ALL BIDDERS, INCLUDING THOSE HAVING CURRENT BIDDER NUMBERS, NEED TO REGISTER AT THE GRANT STREET GROUP WEB SITE BEFORE THE SALE. GO TO www.bidmohave.com AND FOLLOW THE INSTRUCTIONS THERE.

BIDDER REGISTRATION WILL OPEN ON FEBRUARY 8, 2013 AT www.bidmohave.com. A DEMO AND PRACTICE AUCTION WILL ALSO BE AVAILABLE THERE.

ACTUAL BIDDING OPENS FEBRUARY 8, 2013, AT 9:00 A.M. (MST)

SOME PARCELS MAY ALREADY HAVE OUTSTANDING LIENS SOLD TO OTHER LIEN HOLDERS. A NEW BIDDER WILL BE REQUIRED TO PURCHASE AND ACQUIRE AUTOMATICALLY BY ASSIGNMENT, PURSUANT TO §ARS 42-18121.01, ALL CURRENTLY OUTSTANDING CERTIFICATES OF PURCHASE PREVIOUSLY ISSUED ON THE PROPERTY. NOTIFICATION WILL BE MADE BY E-MAIL OF THE SUCCESSFUL BIDDER FOR EACH PARCEL. PAYMENT FOR THE TAX LIENS MUST BE MADE UPON COMPLETION OF THE SALE.

THE LAST DAY TO PAY THE AMOUNTS OWING AND PREVENT THE SALE OF A TAX LIEN AGAINST THE PROPERTY IS JANURARY 31, 2013 BEFORE 5:00 P.M. (MST). THE FOLLOWING DESCRIBED REAL PROPERTY ON WHICH THERE ARE DELINQUENT TAXES, INTEREST, PENALTIES, AND CHARGES WILL BE OFFERED FOR SALE.

CINDY LANDA COX, MOHAVE COUNTY TREASURER

**PUBLISHED: FEBRUARY 8, 2016
PARCEL LIST AND INFORMATION ALSO AVAILABLE AT www.bullheadcity-bee.com .**

EXHIBIT 6

SAMPLE NOTICE – TRUTH IN TAXATION HEARING

Truth in Taxation Hearing Notice of Tax Increase

In compliance with section 42-17107, Arizona Revised Statutes, Mohave County is notifying its property taxpayers of Mohave County's intention to raise its primary property taxes over last year's level. Mohave County is proposing an increase in primary property taxes of \$689,866 or 2.00%.

The proposed tax increase will cause Mohave County's primary property taxes on a \$100,000 home to increase from \$178.39 to \$181.96.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held Monday, August 1, 2016 at 9:30 a.m. at 700 W. Beale Street, Kingman, AZ 86401, at the Mohave County Administration Building.

MOHAVE COUNTY BOARD OF SUPERVISORS
Jean Bishop, Chairman

ATTEST:
G. Anderson

PUBLISH: July 15, 2016 & July 22, 2016

EXHIBIT 7

SAMPLE NOTICE – NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARINGS & BUDGET POSTING LOCATIONS

In accordance with ARS 42-17103, Notice of Public Hearing is hereby given that the Mohave County Board of Supervisors has adopted a tentative budget and intends to adopt the Final Fiscal Year 2012-13 Budget on August 6, 2012, and that the adopted tentative budget may be viewed at the following locations:

County Web-page: www.mohavecounty.us; Select: Departments, Finance, Budget Reports

Mohave County Administration

Clerk of the Board Office, 3rd Floor
700 W. Beale St.
Kingman, AZ

Mohave County Library locations:

Kingman Branch

3269 N. Burbank St.
Kingman, AZ 86402-7000

Bullhead City Branch

1170 East Hancock Road
Bullhead City, AZ 86442-5940

Lake Havasu City Branch

1770 N. McCulloch Blvd
Lake Havasu City, AZ 86403

Chloride Branch

4901 Payroll Ave.
Chloride, AZ 86413-0111

Dolan Springs Branch

16140 Pierce Ferry Road
Dolan Springs, AZ 86441-0427

Topock Branch

13136 S. Golden Shores Pkwy.
Topock, AZ 86436-1086

Golden Valley Branch

3417 N Verde Rd.
Golden Valley, AZ 86413-8115

Meadview Branch

149 E. Meadview Blvd.
Meadview, AZ 86444-0187

Mohave Valley Branch

8045 Hwy 95, Suite D
Mohave Valley, AZ 86446-5661

EXHIBIT 7, continued:

SAMPLE NOTICE – NOTICE OF PUBLIC HEARING

Valley Vista Branch

7264 Concho Drive, Suite B.
Kingman AZ 86401-9466

FURTHER NOTICE is hereby given that the Mohave County Board of Supervisors will hold a Public Hearing on August 2, 2012, for the purpose of establishing tax levy rates, for adoption on August 20, 2012. The Public Hearings will be held during the public portion of the Board of Supervisors Meeting, to begin at 9:30 AM at the Board of Supervisors Auditorium, 700 West Beale Street, Kingman, Arizona, The following is the tentative budget adopted by the Board of Supervisors at the meeting held July 5, 2016.

MOHAVE COUNTY BOARD OF SUPERVISORS

Jean Bishop, Chairman

ATTEST:

Ginny Anderson, Clerk of the Board

PUBLISH: July 8, 2012 & July 15, 2016

EXHIBIT 8

SAMPLE – TAX LISTING

Assessor Parcel Number	Treasurer Account Number	Original Tax Lien Assignment	Amount Assigned	Multiple Years Assigned	Balance Before Costs & Other Charges	Property Description
31914006	R0171729	2/27/2009	139.09	YES	8,127.99	T26N R19W SEC27 KEMO RANCHES LOT 158
32901033	R0198375	2/27/2009	103.79	YES	6,390.51	T27N R18W SEC 27 E2 E2 SW4 CONT 40 AC
33309018	R0205466	2/8/2010	171.74	YES	3,128.81	T24N R14W SEC15 S2 SE4 NE4 CONT 20 AC
31904007C	R0168694	2/8/2010	164.66	YES	6,273.65	T26N R19W SEC5 KEMO RANCHES W2 LOT 23
31904016F	R0168826	2/8/2010	91.73	YES	4,047.35	T26N R19W SEC5 KEMO RANCHES SW4 LOT 31
31914014	R0171773	2/8/2010	104.73	YES	4,394.10	T26N R19W SEC27 KEMO RANCHES W2 LOT 164
31907003F	R0169218	2/8/2010	580.08	YES	5,550.30	T26N R19W SEC11 KEMO RANCHES NE4 LOT 67
31911029B	R0169953	2/27/2009	125.51	YES	5,454.21	T26N R19W SEC19 KEMO RANCHES W2 LOT 135
31914009A	R0171749	2/8/2010	104.73	YES	4,394.10	T26N R19W SEC27 KEMO RANCHES E2 LOT 161
31611006	R0161302	2/27/2009	133.71	YES	6,049.47	T25N R19W SEC5 GATEWAY ACRES TRACT 9 LOT 6
31613001	R0160804	2/27/2009	373.05	YES	9,228.98	T25N R19W SEC9 GATEWAY ACRES TRACT 9 LOT 1
31341006	R0152306	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 6
31341007	R0152310	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 7
31341008	R0152314	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 8
31341009	R0152318	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 9
31611026	R0161382	2/27/2009	125.12	YES	2,097.01	T25N R19W SEC5 GATEWAY ACRES TRACT 9 LOT 28
31612015	R0160108	2/27/2009	81.85	YES	4,386.35	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 11
31612059	R0160308	2/8/2010	496.33	YES	5,837.17	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 50
31612100	R0160472	2/27/2009	126.33	YES	7,195.71	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 72
31612101	R0160476	2/27/2009	126.33	YES	7,195.71	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 73
31613124	R0161452	2/27/2009	392.09	YES	10,956.72	T25N R19W SEC9 GATEWAY ACRES TRACT 9 LOT 90
31703009	R0163005	2/27/2009	167.48	YES	4,554.67	T25N R20W SEC3 GATEWAY ACRES TRACT 8 LOT 12
31709001	R0163090	2/27/2009	271.05	YES	7,235.53	T25N R20W SEC13 GATEWAY ACRES TRACT 8 LOT 1
34014002	R0231326	2/27/2009	136.18	YES	4,399.73	T24N R19W SEC7 GATEWAY ACRES TRACT 11 LOT 2
34016001	R0230608	2/27/2009	181.77	YES	6,650.90	T24N R19W SEC9 GATEWAY ACRES TRACT 11 LOT 1
35104024	R0244203	2/27/2009	108.30	YES	3,689.22	T24N R20W SEC1 GATEWAY ACRES TRACT 6 LOT 57
35105047	R0244590	2/27/2009	76.07	YES	4,926.62	T24N R20W SEC3 GATEWAY ACRES TRACT 6 LOT 84
35105051	R0244606	2/27/2009	93.62	YES	4,125.02	T24N R20W SEC3 GATEWAY ACRES TRACT 6 LOT 89
35106005	R0244738	2/27/2009	102.69	YES	11,310.66	T24N R20W SEC5 GATEWAY ACRES TRACT 3 LOT 21
35108050	R0245810	2/27/2009	99.73	YES	3,058.93	T24N R20W SEC9 GATEWAY ACRES TRACT 3 LOT 67
35108061	R0245854	2/27/2009	99.73	YES	3,064.04	T24N R20W SEC9 GATEWAY ACRES TRACT 3 LOT 79
35111008	R0244931	2/27/2009	83.23	YES	3,478.29	T24N R20W SEC3 GATEWAY ACRES TRACT 6 LOT 65
35114004	R0245843	2/27/2009	107.57	YES	3,481.05	T24N R20W SEC19 GATEWAY ACRES TRACT 4 LOT 4
35115003	R0246117	2/27/2009	75.76	YES	3,083.14	T24N R20W SEC21 GATEWAY ACRES TRACT 4 LOT 3
35121001	R0246440	2/8/2010	104.76	YES	2,046.44	T24N R20W SEC33 GATEWAY ACRES TRACT 4 LOT 1
35122006	R0246916	2/27/2009	89.23	YES	2,377.52	T24N R20W SEC35 GATEWAY ACRES TRACT 5 LOT 5
31612047A	R0160248	2/27/2009	132.64	YES	7,398.89	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 40
31905006A	R0168906	2/27/2009	101.91	YES	9,372.75	T26N R19W SEC7 KEMO RANCHES N2 & SE4 LOT 38
35106063B	R0245030	2/27/2009	88.69	YES	9,515.22	T24N R20W SEC5 GATEWAY ACRES TRACT 3 LOT 83
21511041	R0076945	2/27/2009	87.50	YES	3,479.56	T20N R18W SEC27 PARADISE ACRES UNIT 2 LOT 41
21511055	R0077001	2/27/2009	117.64	YES	2,540.93	T20N R18W SEC27 PARADISE ACRES UNIT 2 LOT 55
21511063	R0077033	2/27/2009	117.16	YES	3,045.12	T20N R18W SEC27 PARADISE ACRES UNIT 2 LOT 63
21511071	R0077069	2/27/2009	117.16	YES	2,084.75	T20N R18W SEC27 PARADISE ACRES UNIT 2 LOT 71
31341010	R0152322	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 12
31341012	R0152330	2/22/2008	27.52	YES	1,129.26	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 12
31341013	R0152334	2/22/2011	41.37	YES	881.72	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 13
31341014	R0152338	2/22/2011	41.37	YES	881.72	T24N R14W SEC31 RANCHERO HEIGHTS BLK4 LOT 14
31611133	R0160012	2/27/2009	125.12	YES	5,703.82	T25N R19W SEC5 GATEWAY ACRES TRACT 9 LOT 122
31611136	R0160024	2/21/2012	205.69	YES	2,313.61	T25N R19W SEC7 GATEWAY ACRES TRACT 9 LOT 126
31612176	R0160792	2/27/2009	126.33	YES	7,347.51	T25N R19W SEC5 GATEWAY ACRES TRACT 9 LOT 126
31708061	R0162900	2/27/2009	148.98	YES	4,993.54	T25N R20W SEC11 GATEWAY ACRES TRACT 8 LOT 68
31708062	R0162904	2/27/2009	148.98	YES	4,657.13	T25N R20W SEC11 GATEWAY ACRES TRACT 8 LOT 69
31709024	R0163236	2/27/2009	271.05	YES	6,300.32	T25N R20W SEC13 GATEWAY ACRES TRACT 8 LOT 18
31709025	R0163240	2/27/2009	271.05	YES	6,300.32	T25N R20W SEC13 GATEWAY ACRES TRACT 8 LOT 19
31709062	R0163388	2/27/2009	271.05	YES	6,299.07	T25N R20W SEC13 GATEWAY ACRES TRACT 8 LOT 48
31712023	R0164481	2/8/2010	169.43	YES	2,282.26	T25N R20W SEC19 GATEWAY ACRES TRACT 2 LOT 23
31713051	R0165103	2/22/2013	134.41	YES	955.80	T25N R20W SEC21 GATEWAY ACRES TRACT 2 LOT 68
31713062	R0165147	2/27/2009	176.48	YES	3,203.00	T25N R20W SEC21 GATEWAY ACRES TRACT 2 LOT 87
31715059	R0163943	2/27/2009	72.81	YES	3,835.85	T25N R20W SEC25 GATEWAY ACRES TRACT 7 LOT 71
31717015	R0164606	2/27/2009	151.65	YES	2,988.57	T25N R20W SEC29 GATEWAY ACRES TRACT 2 LOT 16
31717046	R0164770	2/22/2013	134.41	YES	1,141.07	T25N R20W SEC29 GATEWAY ACRES TRACT 2 LOT 66
31720031	R0164174	2/27/2009	160.05	YES	3,636.27	T25N R20W SEC35 GATEWAY ACRES TRACT 7 LOT 38
32603012	R0190484	2/27/2009	376.82	YES	13,876.04	T25N R19W SEC19 GATEWAY ACRES TRACT 10 LOT 2
32605001	R0191768	2/27/2009	133.64	YES	6,475.80	T25N R19W SEC21 GATEWAY ACRES TRACT 10 LOT 1
32606008	R0191800	2/27/2009	133.64	YES	7,321.87	T25N R19W SEC21 GATEWAY ACRES TRACT 10 LOT 6
34013012	R0230946	2/22/2013	254.55	YES	2,004.36	T24N R19W SEC5 GATEWAY ACRES TRACT 11 LOT 44
34014014	R0231374	2/27/2009	196.29	YES	4,084.16	T24N R19W SEC7 GATEWAY ACRES TRACT 11 LOT 15
34014032	R0231446	2/22/2011	294.34	YES	3,269.63	T24N R19W SEC7 GATEWAY ACRES TRACT 11 LOT 33
34014051	R0231522	2/22/2011	294.34	YES	3,067.88	T24N R19W SEC7 GATEWAY ACRES TRACT 11 LOT 52
34019002	R0230055	2/8/2010	125.68	YES	2,635.69	T24N R19W SEC33 GATEWAY ACRES TRACT 12 LOT 2
34020003	R0230531	2/27/2009	117.21	YES	4,819.59	T24N R19W SEC21 GATEWAY ACRES TRACT 12 LOT 3
34020010	R0230559	2/27/2009	117.21	YES	4,832.66	T24N R19W SEC21 GATEWAY ACRES TRACT 12 LOT 9
34024002	R0230469	2/27/2009	152.48	YES	2,788.14	T24N R19W SEC19 GATEWAY ACRES TRACT 12 LOT 2
35105031	R0244526	2/22/2013	369.92	YES	2,502.17	T24N R20W SEC13 GATEWAY ACRES TRACT 6 LOT 05
35106071	R0245062	2/27/2009	88.69	YES	9,832.59	T24N R20W SEC5 GATEWAY ACRES TRACT 3 LOT 104
35107097	R0245546	2/27/2009	143.26	YES	3,229.70	T24N R20W SEC7 GATEWAY ACRES TRACT 3 LOT 121
35107098	R0245550	2/27/2009	107.43	YES	3,745.13	T24N R20W SEC7 GATEWAY ACRES TRACT 3 LOT 122

EXHIBIT 9

SAMPLE – AFFIDAVIT OF PUBLICATION

AFFIDAVIT OF PUBLICATION

ORIGINAL

**MOHAVE COUNTY NEWSPAPERS
THE STANDARD**
221 E. Beale St. Kingman, AZ 86401
Phone: (928) 753-1143 Fax: (928) 753-1312

**STATE OF ARIZONA
COUNTY OF MOHAVE**

I, Billie Jo Perkins, am authorized by the publisher as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.


The Standard is a newspaper which is published weekly, is of general circulation, and is in compliance with Arizona Revised Statutes 10-140.34 & 39-201.A & B.

The notice will be/has been published 2 consecutive times in the newspaper listed above.

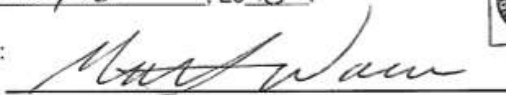
DATES OF PUBLICATION:
1) 8-8-18
2) 8-15-18
3) _____
4) _____


TYPE OF DOCUMENT: Invitation to Bid
Example: Merger between parties; name change from/to; foreign authority with a fictitious name; articles of incorporation; application for authority; articles of organization; amendment; etc.

NAME/ ACTION(FILE #): 18 B09

AUTHORIZED SIGNATURE: 
Billie Jo Perkins

SUBSCRIBED AND SWORN TO BEFORE ME ON THE
8th DAY OF August, 2018.

NOTARY SIGNATURE: 



MATTHEW WANNER
NOTARY PUBLIC - ARIZONA
MOHAVE COUNTY
COMMISSION # 546493
MY COMMISSION EXPIRES
JUNE 18, 2022

EXHIBIT 9, continued

SAMPLE – AFFIDAVIT OF PUBLICATION

PUBLICATION INVITATION FOR BID
COMMODITIES: BULLHEAD CITY
COURTHOUSE JURY BOX ADDITION
IFB NO.: 18809 DATE ISSUED:
AUGUST 8, 2018 OPENING DATE:
AUGUST 29, 2018 TIME: 2 PM (Local
AZ Time) Notice is hereby given that the
County of Mohave, Arizona is accepting
competitive bids to select a General
Contractor, properly licensed in Arizona,
to construct a jury box addition in the
Bullhead City Superior Courtroom. A
complete copy of this IFB and possible
amendments may be obtained from our
website at: <http://procurementbids.mohavecounty.us>. Any interested
offerors without internet access may
obtain a copy of this solicitation by
calling (928) 753-0752, or a copy may
be picked up during regular business
hours at the Procurement Department,
700 W. Beale Street, Kingman, AZ.
Respondents are invited to review the
information and to submit their response
to this IFB in accordance with the criteria
established within this IFB. Written
questions regarding this IFB must be
received by the Procurement
Department no later than AUGUST 20,
2018. Questions may then be
responded to by written amendment to
this document. Oral statements or
instructions shall not constitute an
amendment to the IFB. Award will be
made with reasonable promptness by
written notification to the successful
bidder(s). FOR FURTHER
INFORMATION CONTACT: Andrew
Michel, Procurement Officer Senior, at
andrew.michel@mohavecounty.us. BY:
Rebecca O'Brien, CPM, CPPB
Procurement Director Mohave County
Procurement Department
Publish: 8/8, 8/15/18

ORIGINAL