



# Mohave County

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# Procurement

## *Vendor Guide*

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# INTRODUCTION

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Welcome!

The Vendor Guide is designed to be a helpful tool, offering guidance for businesses to learn more about doing business with the County and what programs, procedures, and services are administered through the Mohave County Procurement Department. Each section offers specific information and instructions which should prove helpful.

Vendors wishing to do business with the County should also make themselves familiar with the Mohave County Procurement Code, which details the County's Procurement procedures.

Mohave County is nestled in the northwestern corner of the state and is the fifth largest county in the continental United States comprising over 13,200 square miles. As of the 2024 Census, Mohave County's population was 226,479, up 6.2% from the 2020 Census. This growth provides many opportunities for businesses to work with the County.

Thank you for your interest in doing business with Mohave County and please take the time to visit our [website](#).

# MOHAVE COUNTY PROCUREMENT

The Procurement Department is responsible for the procurement, management, and disposal of materials, services, and construction for all County departments and divisions in accordance with the Mohave County Procurement Code, Arizona Revised Statutes, and Federal law.

As a centralized Procurement Department, we oversee the leases, professional services, and commodities contracts, including the following but not limited to:

- |                              |                                |
|------------------------------|--------------------------------|
| Office Space/Building Leases | Heavy Equipment                |
| Countywide Services          | Landscape Maintenance Services |
| Advertising                  | Merchant Payment Services      |
| Banking Services             | Office Supplies                |
| Construction and Materials   | Procurement Card Services      |
| Equipment Leases             | Pest Control Services          |
| Fleet                        | Recyclable Metals              |

Our legal authority is established by Arizona State law and the [Mohave County Procurement Code](#).

The purpose of the Mohave County Procurement Code is to:

1. Serve as the written policy adopted by the Board of Supervisors that informs procedures for the acquisition of supplies and services.
2. Simplify and clarify procurement practices.
3. Provide safeguards and good stewardship of public funds.
4. Foster competition and public confidence by enabling consistent and equitable supplier treatment while maximizing value.
5. Encourage supplier participation and supplier and citizen confidence due to transparent processes.
6. Provide structure, foundation, and direction to Mohave County staff regarding procurement processes.
7. Provide flexibility to the Procurement Director to adopt operational procedures, consistent with the code governing the procurement and management of all materials, services, and construction to meet the specific organizational needs of Mohave County.

We highly recommend that you download a copy of the Procurement Code, to gain more in-depth information than provided in this Guide.

## MISSION STATEMENT

Foster public trust in local government ensuring transparent, impartial, professional, and ethical decision making. Employ best practices in conducting business with the vendor and supplier community, while supporting all departments in achieving their objectives.

# ePROCUREMENT

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In 2024, we transitioned to a new electronic procurement portal, OpenGov Procurement. OpenGov is where solicitations, amendments to solicitations, notices of pre-bid conferences, questions and answers are made available to the business community. OpenGov allows offerors to track their offers from submittal through award; the system provides updates as the solicitation closes and enters the evaluation stage, and when it is awarded. This is also where the bid tabulations are made public. Once a solicitation has been awarded, you can find the contract, who was awarded, and other contract details.

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*Mohave County Projects Portal:*

<https://procurement.opengov.com/portal/mohavecounty>

*Mohave County Contracts Portal:*

<https://procurement.opengov.com/portal/mohavecounty/contracts>

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## **VENDOR REGISTRATION**

Registration is FREE and simple. When registering, be sure to select the class commodity category listing of the goods and services that you can provide. If you do not select a commodity class, you will receive notification for all solicitations. To help, there is a NIGP commodity find button that will assist you in the selection of the proper commodity codes that meet your business type.

When new solicitations become available, the system will automatically notify registered companies through e-mail.

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*Vendor Registration:*

<https://procurement.opengov.com/portal/mohavecounty>  
**and click "Subscribe"**

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# METHODS OF PROCUREMENT

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Mohave County uses several practices to purchase goods and services. The following is a guide for how we purchase; additional information can be found in the Mohave County Procurement Code. The Procurement Director can sign contracts up to \$100,000 (over the life of the contract); however, contracts over \$100,000 require approval from the Board of Supervisors.

## **Formal Solicitations**

We use formal solicitations for the purchase of materials or services that exceed the aggregate amount of \$100,000. We cannot and will not split or fragment projects to avoid the formal threshold or the need for a formal solicitation process.

**Invitation for Bids (“IFB”):** The contract is awarded to the lowest responsible bidder whose bid conforms in all material respects to the requirements and evaluation criteria.

**Request for Proposals (“RFP”):** The contract is awarded to a responsible offeror whose proposal is determined to be the most advantageous to the County based upon the RFP evaluation criteria.

**Request for Qualifications (“RFQ”):** The contract is awarded to responsible offeror(s) whose qualifications are determined to be the most advantageous to the County based upon the RFQ evaluation criteria.

## **CONSTRUCTION CONTRACTS**

We generally competitively bid for construction services through the Invitation for Bids (IFB) process and will award to the lowest responsive and responsible bidder. Be sure you read and understand the solicitation documents, if awarded, you will be expected to perform in accordance with the terms and conditions.

## **DIRECT SELECT OF PRE-QUALIFIED TECHNICAL REGISTRANTS**

As required by State Statute, we keep a list of pre-qualified technical registrants. Each year, we solicit for Statements of Qualifications to be submitted. If you are licensed by the State of Arizona Board of Technical Registrations (engineers, architects, geologists, land surveyors, landscape architects, home inspectors, and alarm agents) be sure to keep an eye out for the solicitation. This list opens your business up to the possibility of being selected for Direct Select projects. Direct Select projects are under a \$500,000 threshold and must meet certain conditions and have a written determination from the County Engineer siting the basis for the award.

### **Informal Solicitation**

Informal purchases are those up to \$100,000 for the life of the contract (including any available renewal options). The County uses the following processes for these types of purchases. Please note that if you provide construction services, even at a small dollar amount, the County does require bonds and insurance. Please be sure to reach out to the Procurement Office if you have questions.

**Micro Purchases** – any purchase less than \$10,000. County departments can get quotes, either verbal or written by businesses and select based on their needs.

**Small Purchases** – any purchase between \$10,000 and \$50,000. County departments need to get three written quotes and the business submitting the lowest responsive, responsible offer, meeting specifications, will be awarded.

### **SPECIAL PROCUREMENTS**

There may be times when competition may not be possible, or it's impracticable, or the County requires services or goods in an emergency. County departments need to make their case to the Procurement Department as to why they want to make a purchase outside of the competitive procurement process. If warranted, the Procurement Director will issue a determination for the purchase of the goods and/or services.

**Sole Source Determination** – This is when only one source exists for the required material or service. This means that no other business can provide that specific service.

**Competition Impracticable** – This is when more than one source exists for a required material or service, but it is impracticable to compete among the available sources.

**Emergency Procurement** – This is when a threat to public health, welfare, property or safety exists, the Procurement Director, in consultation with the County Manager, may authorize emergency procurements limited to the goods or services necessary to satisfy the emergency need.

Offerors are responsible for reading and understanding the solicitation documents; obtaining and acknowledging any solicitation amendments; providing all required information; providing required documentation or samples; signing the bid or proposal; and submitting a timely response.

# TERMS AND CONDITIONS

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Vendors are encouraged to thoroughly read all solicitations and contracts as they will be held responsible for understanding the contents and performing accordingly. Each solicitation and contract have its own specifications, terms and conditions, and other important information that is specific to those goods and/or services being purchased. Be sure to carefully review your responses prior to submission to ensure it meets the requirements of the solicitation. The following are some topics that vendors often need assistance with:

## **INSURANCE REQUIREMENTS**

We encourage businesses that are responding to solicitations to review the insurance coverage, along with the time frame for providing coverage. Below is an example of Mohave County's minimum insurance requirements and a COI example. Again, these are the minimums, and each solicitation may have additional requirements, depending on the procurement.

## **MINIMUM INSURANCE REQUIREMENTS**

Contractors and subcontractors must procure and maintain, until all their obligations have been discharged, including any warranty periods under the 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.

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

## **MINIMUM SCOPE AND LIMITS OF INSURANCE:**

*Contractor must provide coverage with limits of liability not less than those stated below:*

### **1. Commercial General Liability – Occurrence Form:**

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

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

- a. *The policy must be endorsed to include the following additional insured language:  
"Mohave County and its officers, officials, agents, employees, and volunteers 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 must contain a waiver of subrogation endorsement in favor of the County of Mohave.*

**2. Automobile Liability**

- a. *Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.*

- Combined Single Limit (CSL)      \$1,000,000

- b. *The policy shall be endorsed to include the following additional insured language: "Mohave County and its officers, officials, agents, volunteers, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor”.*

- c. *Policy must contain a waiver of subrogation endorsement in favor of the County of Mohave.*

**3. Workers’ Compensation and Employers’ Liability:**

- a. *Policy must have coverage limits no lower than:*

- 1. *Per Occurrence:*                      *Statutory*
  - 2. *Employer’s Liability:*              *\$1,000,000*
  - 3. *Disease – Each Employee*      *\$1,000,000*
  - 4. *Disease – Policy Limit*            *\$1,000,000*

- b. *Policy must contain a waiver of subrogation endorsement in favor of the County of Mohave.*

**Description Box**

Your COI must include: *“Mohave County and its officers, officials, agents, employees and volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor for Commercial General Liability & Auto. Policies shall contain a waiver of subrogation against the County of Mohave for Commercial General Liability, Auto, and Workers Compensation coverages”.*



## **SURETY REQUIREMENTS**

Solicitations may require vendors to submit a surety Bond, Cashiers' or certified check, or postal money order equal to ten percent (10%) of the Offeror's total bid. Bid surety must be submitted with the solicitation document on or before the deadline and will not be accepted after the opening date and time. Bid surety is to ensure that responses are presented in good faith and may not be unilaterally withdrawn. If bonds are required, the specific conditions contained in the solicitation document will indicate the kind and amount of security. The awarded Contractor may be required to provide Performance and Payment Bonds; the solicitation document will include specific conditions required to enter Contract with the County, for the faithful performance of the Work.

## **PERFORMANCE AND PAYMENT BONDS**

Solicitations may require performance and payment bonds. The following are our minimum guidelines, be sure to read the solicitation you are submitting for and if you have questions, be sure to call and ask.

1. Within ten (10) days of Notice of Intent to Award and prior to commencing any construction activities, the Contractor shall furnish Owner with an irrevocable security binding Contractor to provide faithful performance of the Agreement in the amount of one hundred percent (100%) of the contract amount, payable to Mohave County. Performance security shall be in the form of a performance bond, as required by Arizona law. If Contractor fails to execute the security document as required, Contractor may be found in material default of the Agreement, permitting Owner to terminate this Agreement. In case of default Owner reserves all rights. All performance bonds shall be executed on State of Arizona approved forms, duly executed by Contractor as Principal and having as Surety thereon a Surety company approved by Owner and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued or updated within two years prior to the execution of this Agreement. The conditions and provisions of the bonds regarding the surety's obligation shall follow the form required under A.R.S. § 34-222; Subsection G. The cost of the bonds shall be included in the bid. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of bonds a rating FSC VIII A- or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.
2. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Arizona or whose principal office is maintained in this state, as by law required, and Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.
3. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

# PAYMENTS TO VENDORS

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Once you have been awarded a contract, you will need to be set up as a vendor in the County's financial system. You will do this by completing a Vendor Packet and submitting it and the required documents to [vendors@mohave.gov](mailto:vendors@mohave.gov).

## **VENDOR INVOICES**

To receive payment for goods or services furnished to the County, you are required to submit one original invoice that shows:

- County purchase order number
- Complete descriptions of the goods or services furnished
- Quantity
- Unit prices and extensions
- All applicable taxes
- The discount terms
- The name of Department / Division to which shipment was made
- The Invoice Number

## **PAYMENT TERMS**

Vendors must ensure that payment terms are specifically stated in their bid. In a competitive market, the offering of a discount for prompt payment is often a decisive factor as to whether a particular vendor is the low bidder.

Cash discounts are deducted from the base bid in determining the low bidder, when such discounts are allowable for payments made more than 21 days. The County interprets a percentage discount for payment "within 21 days" to mean that a discount will be allowed if the materials are accepted and paid within 21 days after receipt of both the product and the vendor's invoice. When payment terms are not specifically stated, net 30 will be assumed by the County as applicable.

**Procurement Cards (P-Cards)** are used by County departments and staff for purchases, which do not exceed \$5,000. The County's P-Cards process like any other credit card purchase.

# LEGAL AND CONTRACTUAL REMEDIES

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## **CONTRACT/SOLICITATION AWARD PROTESTS**

Offerors who think a solicitation or contract award is improper or that the procurement process is unfair have a right to file a protest; however, there is only a limited time to protest, and the vendor must be prepared to prove its case.

Additional information can be found in the Mohave County Procurement Code. All requirements are strictly adhered to by the Procurement Department.

## **DEBARMENT AND SUSPENSION**

The Procurement Director has the sole authority to debar and/or suspend a person from participating in County procurements. More information is available in Article IX of the Mohave County Procurement Code.

# USEFUL DEFINITIONS

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**“Construction”** means the process of building, altering, repairing, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. Construction does not include the routine operation, routine repair or routine maintenance of existing facilities, structures, buildings or real property. Further, construction does not include the investigation, characterization, restoration, or remediation due to an environmental issue of existing facilities, structures, building or real property.

**“Construction Services”** means either of the following for construction-manager-at-risk, design-build and job-order-contracting project delivery methods: (a) construction, excluding services, through the construction-manager-at-risk or job-order-contracting project delivery methods; or (b) a combination of construction and, as elected by the purchasing agency, one or more related services, such as finance services, maintenance services, operations services, design services and preconstruction services, as those services are authorized in the definitions of construction-manager-at-risk, design-build or job-order-contracting.

**“Contract”** is generally defined as all types of agreements, regardless of what they may be called, for the procurement of materials, services, construction or construction services, or the disposal of materials. A contract with an Arizona public entity generally includes a combination of the Solicitation, including Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

**“Materials”** means all property, including equipment, supplies, printing, insurance and leases of property, but does not include land, a permanent interest in land or real property or leasing space.

**“Responsible Bidder”** means a vendor or contractor who has demonstrated integrity, who is of good reputation, who has a satisfactory record of experience and performance, whose financial status is such as to cause little risk, and who has the capacity and ability to supply the materials or services on a timely basis.

**“Services”** means the furnishing of labor, time, or effort by a contractor or subcontractor which does not involve the delivery of a specific end-product other than required reports and performance. The term services do not include employment agreements or collective bargaining agreements.

**“Solicitation”** means an invitation for bids, a request for proposals, a request for qualifications, a request for quotations, or any other invitation or request by a purchasing entity to invite a person to submit a bid or offer.