

August 31, 1945

Mr. Bernard Touhey
State Highway Engineer
Arizona Highway Department
Phoenix, Arizona

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ARIZONA ATTORNEY GENERAL

Dear Sir:

Your letter of August 16, 1945, requesting our opinion as to the validity of a contract with the Prescott Courier, Inc., is hereby acknowledged. You submitted to us the following questions:

- (1) Is the furnishing of paper stock and printing of the "Highways" magazine subject to the \$2500 limitation of materials and supplies?
- (2) Can a contract negotiated through advertising for bids for one fiscal year be legally extended for a succeeding year without advertising and calling for bids?

Sec. 59-111 A.C. A. 1939, provides among other things that:

"All purchases of supplies and materials involving an expenditure of twenty-five hundred dollars (\$2,500) or more, shall be called for by advertising in a newspaper of general circulation, etc....."

Our first inquiry is what constitutes "supplies and materials",

The term "material" is commonly used to designate any article employed in the erection and completion of buildings--Ellis v. Cochran 28 S.W. 243. We have examined many other authorities and find that they are all in agreement with the case above-cited. We therefore hold that the printing of a magazine is not intended to be included in the statutory word "materials".

Our next inquiry is whether the printing of the magazine is equivalent to purchasing "supplies".

According to 60 C.J. 1167,

"Supply is used chiefly in the plural--'supplies', and has been variously defined as meaning accumulated store reserved for distribution; available aggregate of things needed or demanded;* * *necessaries collected and held for distribution and use; quantity of, some-

Mr. Bernard Touhey
August 31, 1945
Page Two

times furnished or on hand; . . .
stock, store or stores, such as
stores of food, etc., as are kept
on hand for daily use".

In short, the word "supplies" includes such items as are used by your department in the discharge of its ordinary functions, but does include the contract in question.

The primary object of the contract in question is the printing of the magazine, which is the equivalent to a personal contract for labor or service. This is true even though the printing of the magazine incidentally requires furnishing the paper upon which it is printed.

For the foregoing reasons, it is our opinion that your question No. 1 must be answered in the negative.

Answering your question No. 2, our answer is "yes" for the reason that the contract not being either for supplies or materials may be extended from year to year, without bids or advertising.

Respectfully submitted,

JOHN L. SULLIVAN
Attorney General

HARRY O. JULIANI
Chief Assistant
Attorney General

HQJ:m