MEMORANDUM

Date: June 2, 2017

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

Re: **Procurement Appeals Regarding Janitorial Services and Emergency Glass Repair**

The June 6, 2017 Board of Supervisors Agenda includes two Procurement items continued from a previous Board meeting. These items are as follows:

1. Item 30: Solicitation 247199 for Janitorial Services.
2. Item 31: Solicitation 241493 for As Needed and Emergency Glass Repair.

Regarding Solicitation 241493, the Procurement Director provided a May 25, 2017 memorandum clarifying the licensing status of Sierra Vista Glass, Inc. (the firm now protesting the award to Blue Moon Glass Services, LLC) (Attachment 1). The monetary difference in the award, which could be a consideration for potential rebidding, is relatively insignificant, approximately $5,000. Hence, I concur with the Procurement Director's recommendation to deny the appeal and award the contract to Blue Moon Glass Services, LLC.

Regarding Solicitation 247199, the Board has the following three options:

1. Award the contract as recommended by the Procurement Director.

2. Based on the appeal of New Image Building Services, LLC, the Board could design, if desired, a remedy that awards a portion of outlying "B" facilities to New Image Building Services, LLC. This would consist of 11 buildings in the Ajo Corridor where New Image is the current service provider for the larger buildings such as the Abrams Health Center, Juvenile Court and Kino Sports Complex. (A list of the 11 buildings is Attachment 2.) Adding the smaller, almost immediately adjacent buildings would result in an efficient service delivery area. County clients receiving service from New Image have been extremely satisfied. Further, the service cost would be less than having the service provided by ISS Facility Services.

   The appeal by New Image is largely based on cost savings and similarity in evaluation score – 94 points versus 90 points – possibly due to an evaluator scoring New Image significantly lower as compared to other evaluators.

Price was a factor in this award, but it was not the primary determining factor. Service evaluation played a key role. If the scores of the lower scoring evaluator were dropped, the results would be similar to the original recommendation of the Procurement Director. Hence, I would recommend denying the appeal; particularly, the remedy requested.

However, a specifically targeted award could be formulated as stated above by awarding New Image the 11 buildings in the Ajo Corridor, several of which they already service and have done so to the *"high satisfaction of existing County customers."*

3. Direct staff to re-advertise for janitorial services and award a contract based solely on price.

CHH/anc

Attachments

c: Tom Burke, Deputy County Administrator for Administration
Mary Jo Furphy, Director, Procurement Department
Lisa Josker, Director, Facilities Management

ATTACHMENT 1

PIMA COUNTY

PROCUREMENT

MEMORANDUM

Date: May 25, 2017

To: Chuck Huckelberry, County Administrator

Through: Tom Burke, Deputy County Administrator

From: Mary Jo Furphy, Procurement Director

Re: May 16, 2017 Additional Information for Appeal Hearing of the Procurement Director's decision regarding Solicitation No. 241493 for As Needed & Emergency Glass Repair

As requested in the May 16, 2017 Appeal Hearing, additional information is provided in regards to this solicitation. In addition to the information submitted by Procurement, much information has been presented by the two potential contractors.

Arizona Revised Stature (ARS) and Arizona Registrar of Contractors (AROC)

Arizona Revised Statute §32-1151, Engaging in contracting without license prohibited, states "It is unlawful for any person...to engage in the business of, submit a bid or respond to a request for qualification or a request for proposals for construction services... without having a contractor's license in good standing in the name of the person." License #169930 was suspended from 3/17/2017 to 04/03/2017, as disclosed on the AROC website (Attachment A). The bid was signed on 3/23/17 and received by Procurement on on 3/27/17 for a 3/29/17 opening date. This license was not valid at the time of the solicitation.

Both Procurement and the District 4 Office contacted AROC. Procurement also filed a Public Records request with AROC. AROC's email communication and the Public Records Response are attached for your review (Attachment B).

Pima County Code and Board of Supervisors Policy

Pima County Code 11.20.010 states "A bid that does not meet specifications is not acceptable and shall be rejected as nonresponsive." Procurement must rely only on the information provided at the time of the solicitation. In its bid, Sierra Vista Glass referred License Number 169930 (Attachment C). Although Sierra Vista Glass had the other license, and subsequently had this license reinstated, at the time of the solicitation, the license submitted had been suspended.

At the Hearing, there was a question regarding which contractor was the low bid. While the low bid is the determining factor in a bid process, it is not considered until the respondent meets the minimal [illegible]nts. In this bid, the respondent provided a suspended license and did not meet the [illegible] qualifications. The question Procurement considered is "Did the bid meet the [illegible]nts?"

[illegible]nts

Attachment A

DISCLAIMER

The data supplied below is based on your specific request(s) and is correct to the best of our knowledge as of the date and time it was extracted from our data files. The information is provided without personal research or analysis. The data is subject to change on a daily basis. You may obtain additional public records related to any licensee, including dismissed complaints and nondisciplinary actions and orders, by contacting the ROC directly. If this information is required for legal purposes, you may request an affidavit or certified copies for a fee as specified in **A.R.S. 32-1104A3**. Please read our Standard Disclaimer at **www.azroc.gov/Legal/Disclaim.html**

Please note: The company or individuals listed on this license may hold other Arizona contracting licenses. To view information, status and complaint history for the past two years on other licenses held, go to the License Inquiry page and do a "Company Name and Personnel" search by entering the name of the company or individuals listed on the license.

Details for License Number 169930 (Wednesday, May 17, 2017 8:57:11 AM)

Contractor		License	
Name/ Address/ Phone	**Status/ Action**	**Class | Type | Entity**	**Issued/Renewal**
Sierra Vista Glass Inc 3827 S Highway 92 Sierra Vista, AZ 85650-5775 **Phone:**	CURRENT	CR65 | DUAL | CORPORATION	**First Issued: 02/14/2002** **Renewed Thru:** 02/28/2018

License Class & Description **CR65 GLAZING**

Comments

●[SUSPENDED LACK OF BOND 03/17/2017 - 04/03/2017]●[SUSPENDED NON-RENEWAL 03/01/2016 - 03/08/2016]●[SUSPENDED NON-RENEWAL 03/01/2012 - 03/16/2012]●[SUSPENDED LACK OF BOND 03/08/2011 - 04/14/2011]●[SUSP 3/1/06 - 5/5/06 RENEWAL]

Qualifying Party and Personnel

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not all necessarily associated with this license.

Name Richard Main	**Name** Maria Claudia Main
Position QP/OFFICER — Qual. Date 02/14/2002	**Position** OFFICER

Complaint Information

Complaints against this contractor are listed below. Complaints that were cancelled, resolved or settled without a corrective work order or dismissed are not included. Contact the ***Registrar of Contractors at 602-542-1525 or toll-free statewide at 1-877-MY AZROC (1-877-692-9762)*** *to identify the ROC office location you need to visit to view complete complaint documentation.*

Open:	0	This is the number of complaints against this contractor that are currently open except those in which an agency inspection has not occurred or a violation was not found. Upon adjudication some complaints are found to be without merit and are dismissed.
Closed Cases		
Disciplined:	0	This is the number of complaints that resulted in discipline against this contractor.
Resolved/Settled/ Withdrawn:	1	This is the number of complaints closed against this contractor that were resolved or settled by the contractor or withdrawn by the complainant after issuance of a corrective work order or formal citation.
Denied Access:	0	This is the number of complaints against this contractor that were closed without corrective work being performed because the contractor was denied access by the complainant.
Bankruptcy:	0	This is the number of complaints against this contractor that were closed because the contractor is in bankruptcy.

Bond [1] Information

Number	Effective	Amount	Paid	Available	Company	Notes
RSB134383	04/14/2011	$6,750.00	$0.00	$6,750.00	R L I INSURANCE COMPANY	

Bond [2] Information

Number	Effective	Cancelled	Amount	Paid	Available	Company	Notes
AH1938	02/14/2002	01/07/2008	$3,500.00	$0.00	$3,500.00	CONTRACTORS BONDING & INS CO	

Attachment B

Mary Jo Furphy

From: Jim Knupp <Jim.Knupp@azroc.gov>
Sent: Friday, May 19, 2017 1:28 PM
To: Beth Borozan; Mary Jo Furphy
Subject: 2017-2049 - Sierra Vista Glass, Inc - ROC#s 264537, 312015, 169930
Attachments: Warning Letter.pdf; Close Letter.pdf

Good afternoon Beth/Mary Jo,

I'm connecting the three of us – hoping you two are okay with that – in order to reduce replication.

So far, I sent both of you the warning letter (attached again) for license ROC169930's violation of contracting while the license was suspended or inactive. I have explained to both that Sierra Vista Glass Inc. possesses three licenses; 264537, 312015, and 169930.

I let you both know that 264537 (CR61) was not suspended in 2017, 312015 (CR65) was issued March 8, 2017 and had not been suspended, but that 169930 (CR65) was suspended for lack of bond - from March 17, 2017 to April 3, 2017.

The close letter, which was apparently presented during the BOS meeting, represented the closing of case 2017-2049. Reference to workmanship standards in the close letter, should not be construed to signify no violation was found. Workmanship standards refer to work performed. The violation found, however, relates to contracting while the license was suspended or inactive.

In speaking with the investigator, I understand he closed the case after issuing a warning letter for the violation, as the licensee – Sierra Vista Glass, Inc. – had no previous complaints and standard policy for the Agency is to issue a warning letter for a first time violation of contracting while a license was suspended or inactive.

I received a public records request for case #2017-2049 and will begin any necessary redactions on Monday.

Best,

Jim

Fill out AZ ROC's survey to let us know how we're doing and how we can better serve you!

Jim Knupp

Chief Communications Officer | Legislative Liaison | Ombudsman
Arizona Registrar of Contractors
602.771.6710 (o)
602.616.3956 (m)

The ROC is now on social media!

Make sure to follow us on:

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor

Jeff Fleetham, Director

April 27, 2017

Respondent
Sierra Vista Glass Inc
3827 S Highway 92
Sierra Vista, AZ 85650-5775

Re: Complaint No. 2017-2049;
License No. 169930

Dear Respondent:

The Registrar received information indicating that you are contracting while your license is suspended or inactive. Contracting while your license is suspended or inactive violates A.R.S. § 32-1151:

> It is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing . . . .

Additionally, contracting or offering to contract while your license is suspended or inactive violates A.R.S. § 32-1154(A)(17) and constitutes grounds to suspend or revoke your license.

If you have any questions, feel free to contact me.

Sincerely,

/s/ Gregory Johndrow

Gregory Johndrow, Investigator
Phone: (520) 628-6896
Fax: (520) 628-6588
E-mail: gregory.johndrow@azroc.gov

cc: **Complainant**
Blue Moon Glass Services LLC
1501 N 15th Ave
Tucson, AZ 85705-6412

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor

Jeff Fleetham, Director

Complainant
Blue Moon Glass Services LLC
1501 N 15th Ave
Tucson, AZ 85705-6412

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor

Jeff Fleetham, Director

May 09, 2017

Complainant
Blue Moon Glass Services LLC
1501 N 15th Ave
Tucson, AZ 85705-6412

Re: Complaint No. 2017-2049;

Dear Complainant:

The Registrar received and investigated your complaint. The Registrar determined that there is not sufficient evidence to find that the Respondent failed to meet minimum construction standards. Therefore, the Registrar will not issue a citation in this matter.

The complaint is hereby dismissed.

Please understand that nothing in this letter is intended to prevent you from seeking relief in another forum.

Sincerely,

/s/ *Gregory Johndrow*

Gregory Johndrow
Investigator

cc: **Respondent**
Sierra Vista Glass Inc
License No. CR65.169930-D

Respondent
Sierra Vista Glass Inc
3827 S Highway 92
Sierra Vista, AZ 85650-5775

1700 W. Washington Street, Suite 105 · Phoenix, AZ 85007-2812
Telephone 602.542.1525 or 1.877.692.9762 · Fax 602.542.1599 · www.azroc.gov

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor | *Jeff Fleetham, Director*

May 09, 2017

Complainant
Blue Moon Glass Services LLC

Re: Complaint No. 2017-2049;

Dear Complainant:

The Registrar received and investigated your complaint. The Registrar determined that there is not sufficient evidence to find that the Respondent failed to meet minimum construction standards. Therefore, the Registrar will not issue a citation in this matter.

The complaint is hereby dismissed.

Please understand that nothing in this letter is intended to prevent you from seeking relief in another forum.

Sincerely,

/s/ *Gregory Johndrow*

Gregory Johndrow
Investigator

cc: **Respondent**

Sierra Vista Glass Inc
License No. CR65.169930-D

Respondent
Sierra Vista Glass Inc
-

1700 W. Washington Street, Suite 105 · Phoenix, AZ 85007-2812
Telephone 602.542.1525 or 1.877.692.9762 · Fax 602.542.1599 · www.azroc.gov

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor | *Jeff Fleetham, Director*

April 25, 2017

Respondent
Sierra Vista Glass Inc

Re: Complaint No. 2017-2049

Dear Sierra Vista Glass Inc:

A formal complaint has been filed against you. A copy is attached for your review.

The Registrar requests that you assist the agency in its investigation and evaluation of the complaint by submitting to the Registrar, within 10 days from the date of this letter, a written response to the complaint. Your response should address the allegations raised in the complaint, and you should provide any documentation that supports your response. You should also provide a copy of your response and the supporting documentation to the complainant.

A jobsite inspection may be scheduled to address workmanship items.

Please understand that your written response to the complaint will *not* be the same as the written answer you would need to file pursuant to A.R.S. § 32-1155 if a citation is issued against you.

Thank you for your cooperation.

Sincerely,

/s/ *Gregory Johndrow*
Gregory Johndrow
P.O. Box 18243
Phoenix, AZ 85005-8243
Phone (520) 628-6896
Fax (520) 628-6588

cc: **Complainant**

RECEIVED
MAY 05 2017
INVESTIGATIONS

Blue Moon Glass Services LLC

RECEIVED
MAY 05 2017
INVESTIGATIONS

1700 W. Washington Street, Suite 105 · Phoenix, AZ 85007-2812
Telephone 602.542.1525 or 1.877.692.9762 · Fax 602.542.1599 · www.azroc.gov

VISTA GLASS INC.
YOUR FULL SERVICE GLASS SHOP
CR65 ROC#169930
CR65 ROC#312015
CR61 ROC#264537

May 3, 2017

Arizona Registrar of Contractors
/s/ Gregory Johndrow
P.O. Box 18243
Phoenix, AZ 85005-8243

RE: **Complaint No. 2017-2049**

Response to the complaint: Sierra Vista Glass dba Vista Glass did participate in bid I.D Solicitation No. 241493, As Needed & Emergency Glass Repair for the Pima County of Arizona on March 23, 2017.

Sierra Vista Glass dba Vista Glass was not in violation and had a valid AZ ROC # with our dba Vista Glass, we also have a valid CR61 license. All of our AZ ROC licenses have the same qualifying party of Richard Main. **SEE Exhibit A**. AZ ROC Active Licenses ROC #312015, #169930 & #264537

Vista Glass, has always had the proper and valid Registrar of Contractor's licenses. Sierra Vista Glass dba Vista Glass has been in the process of reorganizing itself based on the locations of its offices of Sierra Vista, Tucson, and Phoenix, Arizona. The second CR65 license for Sierra Vista Glass was temporarily suspended from March 17, 2017 to April 3, 2017 due to the renewal bond being sent to the wrong address. This error was clerical and temporary. Please reference the supporting documents of Registrar of Contract page showing the valid licenses for Sierra Vista Glass dba Vista Glass (Exhibit A)

If we can be of further assistant, please let us know.

Sincerely,

Richard Main

Sierra Vista Glass dba Vista Glass
2115

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MAY 05 2017
INVESTIGATIONS

cc: Blue Moon Glass Service LLC.

Exhibit A.

Vista Glass, LLC
2115 E Valencia Rd Ste 181
Tucson, AZ 85706-5809
Phone: (520) 744-7766

CURRENT

CR65 | DUAL | LLC

First Issued: 03/08/2017
Renewed Thru: 03/31/2019

License Class & Description **CR65 GLAZING**

The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not a necessarily associated with this license.

Richard Main			Maria Claudia Main
QP/MANAGER	Qual. Date 03/08/2017		MANAGER

Sierra Vista Glass Inc
3827 S Highway 92
Sierra Vista, AZ 85650-5775
Phone:

CURRENT

CR65 | DUAL | CORPORATION

First Issued: 02/14/2002
Renewed Thru: 02/28/2018

License Class & Description **CR65 GLAZING**

RECEIVED
MAY 05 2017
INVESTIGATIONS

VISTA GLASS INC.
YOUR FULL SERVICE GLASS SHOP

CR65 ROC#169930
CR65 ROC#312015
CR61 ROC#264537

[redacted]

[redacted]	[redacted]	[redacted]	[redacted]
Sierra Vista Glass Inc **3827 S Highway 92** **Sierra Vista, AZ 85650-5775** **Phone:**	CURRENT	CR61 | DUAL | CORPORATION	**First Issued: 04/11/2010** **Renewed Thru:** 04/30/2018

License Class & Description CR61 CARPENTRY, REMODELING AND REPAIR

RECEIVED
MAY 05 2017
INVESTIGATIONS

Sierra Vista Glass dba
Vista Glass
2115 E Valencia Rd
Ste 181
Tucson Az 85706

REC MAIL ROOM ROC
2017 MAY -5 AM 10:47

CERTIFIED MAIL

7016 1370 0000 5180 7590

1010

85005

U.S. POSTAGE
PAID
VAIL AZ
85641
MAY 04 17
AMOUNT
$4.54
R2304W121765-30

Anzona Registrar of Contractors
/s/ Gregory Johndrow
PO BOX 18243
Phoenix Az 85005-8243

RECEIVED
MAY 05 2017
INVESTIGATIONS
2017-2049

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor | *Jeff Fleetham, Director*

April 27, 2017

Respondent
Sierra Vista Glass Inc

Re: Complaint No. 2017-2049;
License No. 169930

Dear Respondent:

The Registrar received information indicating that you are contracting while your license is suspended or inactive. Contracting while your license is suspended or inactive violates A.R.S. § 32-1151:

> It is unlawful for any person, firm, partnership, corporation, association or other organization, or a combination of any of them, to engage in the business of, submit a bid or respond to a request for qualification or a request for proposals for construction services as, act or offer to act in the capacity of or purport to have the capacity of a contractor without having a contractor's license in good standing . . . .

Additionally, contracting or offering to contract while your license is suspended or inactive violates A.R.S. § 32-1154(A)(17) and constitutes grounds to suspend or revoke your license.

If you have any questions, feel free to contact me.

Sincerely,

/s/ *Gregory Johndrow*

Gregory Johndrow, Investigator
Phone: (520) 628-6896
Fax: (520) 628-6588
E-mail: gregory.johndrow@azroc.gov

cc: **Complainant**
Blue Moon Glass Services LLC

Complainant
Blue Moon Glass Services LLC

ARIZONA REGISTRAR OF CONTRACTORS

Douglas A. Ducey, Governor | *Jeff Fleetham, Director*

April 25, 2017

Respondent
Sierra Vista Glass Inc

Re: Complaint No. 2017-2049

Dear Sierra Vista Glass Inc:

A formal complaint has been filed against you. A copy is attached for your review.

The Registrar requests that you assist the agency in its investigation and evaluation of the complaint by submitting to the Registrar, within 10 days from the date of this letter, a written response to the complaint. Your response should address the allegations raised in the complaint, and you should provide any documentation that supports your response. You should also provide a copy of your response and the supporting documentation to the complainant.

A jobsite inspection may be scheduled to address workmanship items.

Please understand that your written response to the complaint will *not* be the same as the written answer you would need to file pursuant to A.R.S. § 32-1155 if a citation is issued against you.

Thank you for your cooperation.

Sincerely,

/s/ *Gregory Johndrow*
Gregory Johndrow
P.O. Box 18243
Phoenix, AZ 85005-8243
Phone (520) 628-6896
Fax (520) 628-6588

cc: **Complainant**
Blue Moon Glass Services LLC

Blue Moon Glass Services LLC

Name Search

Search results for Contact/DBA names like **Richard Main**

Print Date: 4/20/2017 8:34:10 AM

Search Name	License	Company	Principals	Cases
Main Richard	Unlicensed			2001-300225423 US02-0022 (CLOSED Other) 2002-300334788 US02-0033 (CLOSED INV - Cease and Desist Served)
Main Richard	Unlicensed			2001-300225423 US02-0022 (CLOSED Other) 2002-300334788 US02-0033 (CLOSED INV - Cease and Desist Served)
Richard Main	CR61.264537-D CURRENT FEF:4/11/2010 LSD: 7/30/2016	Sierra Vista Glass Inc	Maria Claudia Main (OFF_KN) DOB: Richard Main (QPA) DOB: 1	2011-227 (CLOSED Insp Withdrawn - Unverifed) 2011-4320 (CLOSED Legal - Settled) 2016-4029 (CLOSED)
Richard Main	CR65.169930-D CURRENT FEF:2/14/2002 LSD: 4/3/2017	Sierra Vista Glass Inc	Maria Claudia Main (OFF_KN) Richard Main (QPA)	2007-13486046 T07-1348 (CLOSED Resolved) 2010-308472405 (CLOSED Insp Lack of Jurisdiction - other - Unverified) 2011-3377 (CLOSED Legal - Closed) 2011-6180 (CLOSED Insp Resolved - Unverified) 2015-2668 (CLOSED Insp Resolved - Confirmed) 2017-2049 (OPENED)

Name Search

Search results for Contact/DBA names like **Richard Main**

Print Date: 4/20/2017 8:34:10 AM

Search Name	License	Company	Principals	Cases
Richard Main	CR65.312015-D CURRENT FEF:3/8/2017 LSD: 3/8/2017	Vista Glass, LLC	Maria Claudia Main (MAN_KY) DOB: Richard Main (QPA) DOB:	
~~Richards and Sons Asphalt Maintenance Inc~~	~~A-15-107852-C~~ ~~HISTORY: VOLUNTARY CANCELLATION~~ ~~FEF:6/20/1995~~ ~~LSD: 4/5/2004~~	~~Richards and Sons Asphalt Maintenance Inc~~	~~Keith Thomas Richards (HIS_KY)~~ ~~DOB:~~ ~~Martin Allen Earls (QPA)~~ ~~Shelly L Richards (HIS_KY)~~	

Name Search

Search results for Contact/DBA names like **Sierra Vista Glass Inc**

Print Date: 4/20/2017 8:33:33 AM

Search Name	License	Company	Principals	Cases
Sierra Vista Glass and Mirror	CR65.059078-D HISTORY - VOLUNTARY CANCELLATION FEF:11/10/1983 LSD: 4/19/1984	Sierra Vista Glass and Mirror	Carl Paul De Pillo (HIS_KY) Dean Fredrick Perry I (QPA) Marvin Allen Hurley (HIS_KY)	
Sierra Vista Glass and Mirror Inc	CR65.060079-D HISTORY - EXPIRED FEF:4/19/1984	Sierra Vista Glass and Mirror Inc	Carl Paul De Pillo (HIS_KY) Dean Fredrick Perry I (QPA) Marvin A Hurley (HIS_KY)	
Sierra Vista Glass Inc	CR61.264537-D CURRENT FEF:4/11/2010 LSD: 7/30/2016	Sierra Vista Glass Inc	Maria Claudia Main (OFF_KN) DOB: Richard Main (QPA) DOB:	2011-227 (CLOSED Insp Withdrawn - Unverifed) 2011-4320 (CLOSED Legal - Settled) 2016-4029 (CLOSED)
Sierra Vista Glass Inc	CR65.169930-D CURRENT FEF:2/14/2002 LSD: 4/3/2017	Sierra Vista Glass Inc	Maria Claudia Main (OFF_KY) DOB: Richard Main (QPA) DOB:	2007-13480046 - 107-1348 (CLOSED Resolved) 2010-308472405 (CLOSED Insp Lack of Jurisdiction - Other - Unverified) 2011-3377 (CLOSED Legal - Closed) 2011-6080 (CLOSED Insp Resolved - Unverified) 2015-2630 (CLOSED Insp Resolved - Confirmed) 2017-2029 (OPENED)

Name Search

Search results for Contact/DBA names like **Sierra Vista Glass Inc**

Print Date: 4/20/2017 8:33:33 AM

Search Name	License	Company	Principals	Cases
Sierra Vista Glass Inc	Unlicensed			2004-716225 S04-0071 (History Legal - Closed)

Shackey

Licensed Complaint Form

For Current or Suspended Licensees

Mail to:
Registrar of Contractors
P.O. Box 18243
Phoenix, AZ 85005-8243

Departmental Use Only
Complaint Number:
2017-2049

Person Filing Complaint

Full Name (First Middle Last)	Business Name (if a licensed contractor or supplier)	ROC License Number(s) (if any)
James Romanoski	Blue Moon Glass Services LLC	291766-k65

Street Address	City	State	Zip
	Tucson	AZ	85713

Phone Number	Email
(520)7480500	

I consent to receive communications electronically in connection with this case ◉Yes ○No

Name of Attorney (if any)			
Street Address of Attorney	**City**	**State**	**Zip**
Phone Number of Attorney	**Email of Attorney**		

Contractor Information

Name (as shown on contract/invoice)	ROC License Number(s)
Sierra Vista Glass Inc.	169930-k65

Street Address	City	State	Zip
	Tucson	AZ	85650

Phone Number	Email
(520 439-8818	

Name of Person(s) Representing License
Maria C. Main (President)

Contract/Project Information

Contract Date	Contract Amount	Amount Paid
03/23/2017	$58,930	0.00
Date Work Started	**Date Work Stopped**	**Date Work Was Completed**
4/14/2017	N/A	NONE
Close of Escrow (New Home)	**Move-In Date (New-Home)**	

Jobsite Street Address	City	State	Zip
Pima County	130 w congress (3rd floor)	AZ	85701

Name of Construction Site Owner	Construction Site Name (if applicable)
Mary Jo Furphy Dir of Procurement Dept of Pima County	As Needed & Emergency Glass Repair

Phone Number of Construction Site Owner	Email of Construction Site Owner
(520)7248198	maryjo.furphy@pima.gov

This complaint is for	○ Abandonment ○ Poor Work ○ Non-Payment ◉ Other Unlicensed duri
I have contacted the contractor by	○ Phone ○ Email ○ Letter ◉ N/A
Have you filed a complaint in court?	○ Yes ◉ No ○ N/A If yes, provide a copy of civil complaint
Has any work been corrected?	○ Yes ◉ No If yes, by whom? _____
The contract was	◉ Written ○ Oral ○ Both
All change orders were	○ Written ○ Oral ○ Both ◉ N/A
This project was	◉ Commercial ○ Residential ○ On Tribal Land
This project involved	○ New Home ○ Remodel ◉ Repair ○ Other _____
A building permit was obtained by	○ Contractor ◉ Property Owner ○ Building permit # _____

RECEIVED

APR 17 2017

INVESTIGATIONS

RCC099 4/16

Licensed Complaint Form
For Current or Suspended Licensees

Contract/Project Information Continued

List and briefly describe each complaint item (attach additional pages if necessary to further describe issues or list complaint items) (limited to 80 characters per line)

1. Sierra Vista Glass Inc. participated in a bid during 3/23/2017, during this time Vista was suspended due to lack of
2. bond from 3/17/2017- 04/03/2017 (Please see print out of Vista's ROC contractor information).
3. Sierra Vista violated statue 32-114 A. 17. Contracting or offering to contract or submitting a bid while the license is
4. under suspension or while the license is on inactive status.
5. Please note the contract (page 8 of 14) that the document was signed by Maria C. Main, President of Sierra Vista
6. Glass Inc. on 3/23/2017.
7.
8. Supporting documents enclosed are 1) Sierra Vista's contract with Pima County and 2) Sierra Vista's ROC
9. contractor information.
10.
11.
12.
13.
14.
15.
16.
17.
18.
19.
20.

Signature

I declare under penalty of perjury that the information and documents contained on this Complaint Form, included with this complaint, or hereafter submitted in support of this complaint are true and accurate to the best of my knowledge. I will assist in the investigation or in the prosecution of the contractor or other parties, and will, if necessary, attend hearings and testify to facts.

Printed Name	Signature	Date
James Romanoski		4/10/2017

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INVESTIGATIONS

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OFFER AGREEMENT

1. INTENT:
This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with As Needed & Emergency Glass Repair on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

This contract will conform to Pima County's Living Wage ordinance. **See Exhibit A: Living Wage Requirement.**

All Goods and Services that Contractor offers or provides pursuant to the contract will conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Offerors, Standard Terms and Conditions*, and this *Offer Agreement*, all of which are incorporated herein.

This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

2. CONTRACT TERM, RENEWALS, EXTENSIONS & REVISIONS:
The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

1	Minimum of three (3) years experience with repairing and replacing mirrors, glass windows in buildings, doors and offices.	☑
2	Must have a CR-65 Glazing License, Arizona Registrar of Contractors **Provide license number in the following section**	☑
3	Must be licensed to do business in the State of Arizona. **Provide license number in the following section**	☑

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Contractor will research the designated Issuing Agency requirements to perform the requested work, will list **currently active** license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) workdays of any change in license status.

Issuing Agency Name & Internet Address(URL) [CCO-Buyer defined]	License Number (TO BE FILLED IN BY CONTRACTOR)	License Class & Description if Applicable (TO BE FILLED IN BY CONTRACTOR)
AZ Registrar of Contractors www.azroc.gov	169930	CR65
AZ Department of Revenue www.ador.gov	02029615	TPT License

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
Contractor to provide all supervision, labor, material and equipment necessary to repair or replace various mirrors, and glass for windows, doors and offices. Material to be used includes, but is not limited to: various sizes and shapes of window glass and mirrors, glazing compounds and framing material. Installations and repairs may be made in high rise building that will require swing stage or other rigging as required.

All work shall be performed in a thorough, workmen like manner by personnel properly trained to perform the work. Any defective workmanship or materials discovered prior to acceptance of the work shall be corrected at no expense, and to the satisfaction of Pima County. Any damage to buildings, existing items or items being delivered caused by respondent shall be repaired or replaced at no expense to Pima County.

Contractor will be responsible to barricade the area, and maintain a clean, safe work environment. Upon completion of work, the area is to be left neat and clean.

Contractor agrees to provide as-needed and emergency repairs and service on an hourly basis as determined by Pima County Facilities Management Department via issuance of a delivery order. Response time will be within two (2) hours of notification for emergency repairs and within twenty-four hours for as-needed (non-emergency) repairs.

Contractor shall guarantee all repair/replacement work for a period of 60 days.

Quantities referred to in the Pricing Page are estimated quantities, and Pima County reserves the right to increase or decrease these amounts as circumstances may require. No guarantee is made as to the actual quantity of repairs that will be needed during the term of the agreement.

5. SUSTAINABILITY: In accordance with BOS Resolution 2007-84, Pima County values and encourages sustainable practices. **Please CHECK** ☑ which of the following your business incorporates:

☐ Waste prevention/reduction or material recycling/reuse?

☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

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6. OFFER, ACCEPTANCE AND ORDER RELEASES:
County will accept offers and execute this contract by issue of a MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will document the term of the agreement.

Pursuant to the executed MA, County departments requiring the goods or services defined herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract revision that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to the County Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

7. ACCEPTANCE OF GOODS AND SERVICES:
The County Department designated on the issued order (DO or DOM) will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

8. COMPENSATION & PAYMENT:
Contractor will submit Request(s) for Payment or Invoices to the location and entity defined by County's PO, DO, or DOM document.

All invoice documents will reference the County's PO, DO or DOM number under which the services or products were ordered. **ALL** invoice line items will utilize the item description, precise unit price and unit of measure defined by this County's order document. County may return invoices that include line items or unit prices that do not match those documented by the County's order to Contractor unprocessed for correction. **Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.**

Standard payment terms are net thirty (30) days from the date of valid invoice document and do not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

OPTIONAL EARLY PAYMENT DISCOUNT TERM: Pima County Administrative Procedure No. 22-35 section 2.2.4 defines County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor shall submit valid invoice document consistent with the associated PO, DO or DOM to County Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: ___1___% if payment tendered within ___10___ Days as above.

The MA or PO issued to accept Contractor's offer will define the not-to-exceed amount of the contract.

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that has not previously defined unit pricing.

Unless the parties otherwise agree in writing, all pricing will be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*. Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted *Order* indicates. The offered Unit Price must include all freight costs.

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Although an order may not fully define State and City sales tax, County will pay such taxes as are DIRECTLY applicable to Pima County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

Price Warranty. Contractor will give Pima County the benefit of any price reduction before actual time of shipment.

Price Escalation. All unit prices include compensation for Contractor to implement and actively conduct cost and price control activities. Pricing will remain firm during the initial year of the contract term after which the parties may consider price increases no more frequently than once per year. Contractor will submit a written request to County that includes supporting documents justifying requested increases at least ninety (90) days prior to the renewal date. Contractor will provide evidence, cite sources, demonstrate specific conditions and document how those conditions affect the cost of its performance, and identify specific efforts Contractor has taken to control and reduce those and other costs to avoid the need to increase prices. County will review proposed pricing and determine if it is allowable, fair and reasonable, and in the best interest of County to accept the proposal. County reserves the right to continue, accept or reject the price proposal, or terminate and re-solicit the contract.

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

Quantities in this solicitation are estimates only. County reserves the right to increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the agreement. County is not responsible for Contractor inventory or order commitment.

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this solicitation, which includes the *Instructions to Offerors, Standard Terms and Conditions*, and Offer Agreement. County will make no payments for items not in the contract.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's PO, DO, or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's PO, DO, or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE $	EXTENDED AMOUNT $
1	As-Needed Board up, Repair or Replacement services as described in section 4. Product or Service Specifications & Scope of this Agreement, 8am-5pm Monday thru Friday, one (1) business day on-site response time.	250	HR	$45	$65
2	Emergency Board up, Repair or Replacement services as described in section 4. Product or Service Specifications & Scope of this Agreement, two (2) hours on-site response time, including weekdays, weekends and Pima County official holidays.	125	HR	$125	$150
3	Swing stage daily rate	20	DAY	$150	$250

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4	Swing stage weekly rate (5 days)	1	WEEK	$750	$950
5	Glass tempered 1/4" clear	250	SQFT	11.50	2875.00
6	Glass tempered bronze 1/4"	500	SQFT	12.50	6250.00
7	Glass tempered insulated 1"	400	SQFT	23.50	9400.00
8	Mirror plate 1/4"	100	SQFT	8.50	850.00
9	Glass laminated clear 1/4"	100	SQFT	11.50	1150.00
10	Glass laminated grey or bronze 1/4"	100	SQFT	12.50	1250.00
11	Glass laminated clear 3/16"	100	SQFT	11.50	1150.00
12	1/2" table top clear glass	100	SQFT	20.80	2080.00
13	Bullet Proof glass 9mm	100	SQFT	33.00	3300.00
				TOTAL BID 1215.30	29720.00

9. DELIVERY:
"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Instructions to Offerors, Standard Terms and Conditions and to the location(s) on the PO, DO, or DOM document.

Contractor guarantees delivery of product or service in the time indicated in section 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE. If necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

10. TAXES, FEES, EXPENSES:
County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemizes them.

11. OTHER DOCUMENTS:
Contractor and County in entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. 241493 including the Invitation for Bids, Instructions to Offerors, Standard Terms and Conditions, Solicitation Addenda, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

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12. INSURANCE:
The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Pima County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract. The Contractor is free to purchase additional insurance.

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. Pima County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

Minimum Scope and Limits of Insurance:
Contractor shall procure and maintain, until all of their obligations have been discharged, coverage with limits of liability not less than those stated below.

Commercial General Liability (CGL) – Occurrence Form with limits of $1,000,000 Each Occurrence and $1,000,000 General Aggregate. Policy shall include bodily injury, property damage, and broad form contractual liability coverage, and products – completed operations.

Business Automobile Liability – Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract with a Combined Single Limit (CSL) of $1,000,000.

Workers' Compensation and Employers' Liability - Statutory requirements and benefits. Coverage is compulsory for employers of one or more employees. Employer's Liability - $1,000,000.

> Note: The Workers' Compensation requirement shall not apply to a Contractor that is exempt under A.R.S. § 23-901, and when such Contractor executes the appropriate Pima County Sole Proprietor (Independent Contractor) Waiver form.

Additional Insurance Requirements:
The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

Additional Insured Endorsement: The General Liability and Business Automobile Liability Policies shall each be endorsed to include Pima County, its departments, districts, boards, commissions, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

Subrogation Endorsement: The General Liability, Business Automobile Liability and Workers' Compensation Policies shall each contain a waiver of subrogation endorsement in favor of Pima County, and its departments, districts, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Primary Insurance Endorsement: The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary for this written agreement and that any insurance carried by Pima County, its agents, officials, employees or Pima County shall be excess and not contributory insurance.

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

Verification of Coverage:
Contractor shall furnish Pima County with certificates of insurance (valid ACORD form or equivalent approved by Pima County) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by Pima 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. Failure to maintain the insurance coverages or policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

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INVESTIGATION

All certificates required by this Contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include the Pima County project or contract number and project description on the certificate. Pima County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Notice of Cancellation:
For each insurance policy required by the insurance provisions of this contract, Contractor's insurance shall not be permitted to expire, be suspended or canceled without thirty (30) days prior written notice to Pima County. Such notice shall be mailed, emailed, hand-delivered or sent by facsimile transmission to the Pima County Contracting Representative. Notice shall include the Pima County project or contract number and project description.

Approval and Modifications:
Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

13. PERFORMANCE BOND:
None

14. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:

Contractor acknowledges that it incorporates the following solicitation addenda in its offer and this contract:

Addendum #	Date	Addendum #	Date	Addendum #	Date

15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:
Is your firm SBE-certified as defined by the solicitation "*Instruction to Offerors*" section? Yes ☒ No ☑ (Select one)

If 'Yes', have you included your certification document? Yes ☑ No ☐ (Select one)
NOTE: If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

(Remainder of Page Intentionally Left Blank)

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INVESTIGATIONS

16. BID/OFFER CERTIFICATION:

CONTRACTOR LEGAL NAME: Sierra Vista Glass Inc.

BUSINESS ALSO KNOWN AS: Vista Glass

MAILING ADDRESS: 3822 S. Hwy 92, Ste B

CITY/STATE/ZIP: Sierra Vista, AZ 85650

REMIT TO ADDRESS: 2115 E Valencia Rd. Ste B

CITY/STATE/ZIP: Tucson AZ 85706

CONTACT PERSON NAME/TITLE: Maria Main

PHONE: (520) 439-8818 **FAX:** (520) 439-8688

CONTACT PERSON EMAIL ADDRESS:

EMAIL ADDRESS FOR ORDERS & CONTRACTS:

CORPORATE HEADQUARTERS ADDRESS: 21 E Valencia Rd. B SV AZ

WEBSITE: www.vistaglass.com

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the Pima County Procurement website for solicitation addenda and has incorporated all such addenda to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the solicitation. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the above documents; no additional payment will be made. Conditional offers that modify the solicitation requirements may be deemed not 'responsive' and County may not evaluate them. Contractor's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a MA or PO document issued by the Pima County Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this solicitation. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, specifications that the solicitation defines or references, which includes Pima Offer Agreement and other documents as listed in this Offer Agreement's County Standard Terms & Conditions, this "Other Documents" article.

SIGNATURE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER President **DATE:** 3/23/17

PRINTED NAME & TITLE AND E-MAIL: (520) 227-7126

Approved as to form:

Tobin Rosen, Deputy County Attorney

Date 2/27/17

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INVESTIGATIONS

Attachment C

Deviation requests shall specifically document and clearly illustrate the deviation to the particular specification or the requirement set forth by this solicitation and fully explain the requested deviation's impact on the end performance of the item. Offerors must submit deviation requests to County prior to the initial solicitation due date. County may not answer requests submitted within 8 days of the solicitation due date. Acceptance or rejection of said deviation request is at the sole discretion of County in accordance with the Pima County Procurement Code.

County may consider conditional bids that do not conform to or that request exceptions to the published solicitation and addenda as non-responsive and may not evaluate them.

All equipment shall be models of current production, latest design and technology, new and unused unless otherwise specified. The successful Offeror shall provide manufacturer and Offeror documentation, including and not limited to the following not later than 14 days after request by the County and at no additional cost: warranty; caution-informational warnings; recommended maintenance schedule and process; recommended spare parts list; operating, technical and maintenance manuals including drawings, if appropriate; product brochures; and safety data sheets (SDS).

4. SUBMISSION OF BIDS:

Submissions are binding offers and will result in a binding contract upon acceptance by Pima County by issuance of a properly executed contract document referencing said offer.

The submittal shall include all information requested by the solicitation, and must use without modification the forms provided by the solicitation. Offerors are to complete, execute and submit one original copy of the following bid documents:

SIGNED OFFER AGREEMENT with completed Minimum Qualifications and Required License Number, Item Unit Prices and documents or media defining other items within the scope of the agreement with Unit Prices and Discount percentages, or Discounted Prices offered; provide Addenda acknowledgement, tax, & contact information

Exhibit A: Living Wage Requirement (4 pages): including the requirement information, Chapter 11.38 Code and completed certificate.

Insurance certification documents will be required from the wining Offeror within fourteen (14) business days after the Notice of Recommendation for Award is posted on the Procurement website.

County must receive and time-stamp bids at the specified location at or before the Bid Due Date and Time as defined by the Invitation for Bid. County's time-stamp is the official time used to determine the timeliness of the submittal. County will not accept Bids and modifications that County receives after the Bid Due Date and Time and County may return them unopened. County will open and record timely submittals promptly after the Bid Due Date and Time.

An authorized agent of Offeror must sign bids and submit them in a sealed envelope marked or labeled with the Offeror's firm name, solicitation number, title, solicitation due date and time, to the location and not later than the Bid Due Date and Time that the Invitation for Bid specifies.

County will not accept facsimiles of bids.

Failure of Offeror to comply with the solicitation requirements, including submittals that modify the solicitation requirements, may be cause for County to reject Offeror's bid as *non-responsive* and not evaluate it.

5. COMPLIANCE WITH AGREEMENT:

County will execute an agreement with the successful offeror by issuance of a Master Agreement ("MA") or Purchase Order ("PO").

Offeror agrees to establish, monitor, and manage an effective administration process that assures compliance with all requirements of the agreement. In particular, Offeror agrees that it shall not provide goods or services in excess of the executed agreement items, item quantity, item amount, or agreement amount without prior written authorization by revision or change order that County has properly executed. Any items that Offeror provides in excess of the quantity stated in the agreement is at Offeror's own risk. Offerors shall decline verbal requests to deliver items in excess of the

OFFER AGREEMENT

1. INTENT:
This document is intended to establish a Master Agreement ("MA") to provide Pima County ("County") with As Needed & Emergency Glass Repair on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

As defined by the Pima County Standard Terms and Conditions included herein, this contract is non-exclusive and County may terminate it for any reason without penalty or cost.

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This document, including all attachments and documents incorporated by reference, constitutes the entire contract between the parties pertaining to the subject matter hereof, and merges all prior or contemporaneous agreements and understandings, oral or written, herein.

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The initial term of the Master Agreement will be for a one (1) year period and include four (4) one-year renewal options that the parties may exercise upon written agreement as follows:

Contract extensions, renewals, or revisions will occur through the issuance by County to Contractor of a revised Master Agreement document setting forth the requested changes. Failure by Contractor to object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County will signify acceptance of all such changes by Contractor and the revision will be binding upon the parties, effective on the date of issuance.

3. CONTRACTOR MINIMUM QUALIFICATIONS:
The Contractor certifies that it is competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

ITEM NO.	MINIMUM QUALIFICATIONS	CHECK (✓) appropriate response certifying compliance with the requirement
1	Minimum of three (3) years experience with repairing and replacing mirrors, glass windows in buildings, doors and offices.	☑ Yes
2	Must have a CR-65 Glazing License, Arizona Registrar of Contractors **Provide license number in the following section**	☑ Yes
3	Must be licensed to do business in the State of Arizona. **Provide license number in the following section**	☑ Yes

Contractor will research the designated Issuing Agency requirements to perform the requested work, will list **currently active** license number(s), Description & Class for the required licenses, and will agree to maintain said license(s) for the term of the contract if awarded by County and to notify County within ten (10) workdays of any change in license status.

Issuing Agency Name & Internet Address(URL) [CCO-Buyer defined]	**License Number (TO BE FILLED IN BY CONTRACTOR)**	**License Class & Description if Applicable (TO BE FILLED IN BY CONTRACTOR)**
AZ Registrar of Contractors www.azroc.gov	169930	CR65
AZ Department of Revenue www.ador.gov	02029615	TPT License

4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:
Contractor to provide all supervision, labor, material and equipment necessary to repair or replace various mirrors, and glass for windows, doors and offices. Material to be used includes, but is not limited to: various sizes and shapes of window glass and mirrors, glazing compounds and framing material. Installations and repairs may be made in high rise building that will require swing stage or other rigging as required.

All work shall be performed in a thorough, workman like manner by personnel properly trained to perform the work. Any defective workmanship or materials discovered prior to acceptance of the work shall be corrected at no expense, and to the satisfaction of Pima County. Any damage to buildings, existing items or items being delivered caused by respondent shall be repaired or replaced at no expense to Pima County.

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☐ Waste prevention/reduction or material recycling/reuse?

☐ Alternative energy/fuels (such as solar/wind energy, bio-diesel, alternative fuels, hybrid vehicles) in your program's preparation, transportation, and demonstration?

☐ Environmentally preferable materials (such as recycled materials; locally produced/manufactured products)?

☐ Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules)?

☐ Other practices which coincide with the County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located within Pima County)?

ATTACHMENT 2

ATTACHMENT 2

11 Sites Contained in the Outlying B Master Agreement

	Facility	Address
1.	Adult Probation	2695 E Ajo Way
2.	Kino Service Center	2797 E Ajo Way
3.	Veterans Center	2801 E Ajo Way
4.	Forensic Science Center	2825 E District Street
5.	Abrams Public Health Building	3950 S Country Club Road
6.	TB Health Clinic	2980 E Ajo Way
7.	Juvenile County Attorney	2335 E Ajo Way
8.	Juvenile Public Defender	2337 E Ajo Way
9.	Juvenile Court Center	2225 E Ajo Way
10.	Children's Advocacy Center	2329 E Ajo Way
11.	San Xavier Sheriff Station	2545 E Ajo Way