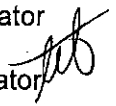



MEMORANDUM

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 Statute (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 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 requirements. In this bid, the respondent provided a suspended license and did not meet the minimum qualifications. The question Procurement considered is "Did the bid meet the requirements?"

Attachments

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/Disclaimer.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 | Position OFFICER |
| Qual. Date 02/14/2002 | |

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.

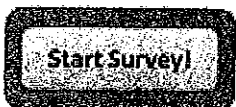
In speaking with the investigator, I understand he closed the case after issuing a warning letter for the violation, as the licensee – Sierra Vista Glass, Inc. – had no previous complaints and standard policy for the Agency is to issue a warning letter for a first time violation of contracting while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



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



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

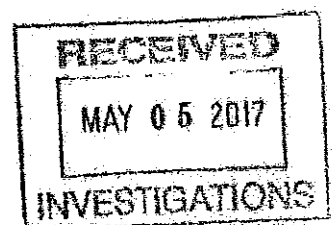
P.O. Box 18243

Phoenix, AZ 85005-8243

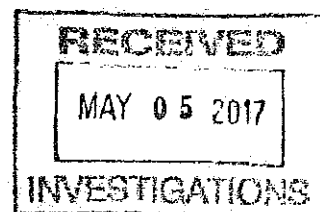
Phone (520) 628-6896

Fax (520) 628-6588

cc: **Complainant**



Blue Moon Glass Services LLC



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.

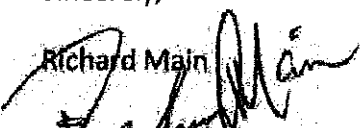
Sierra Vista Glass dba Vista Glass was not in violation and had a valid AZ ROC # with our dba Vista Glass, we also have a valid CR61 license. All of our AZ ROC licenses have the same qualifying party of Richard Main. SEE Exhibit A. AZ ROC Active Licenses ROC #312015, #169930 & #264537

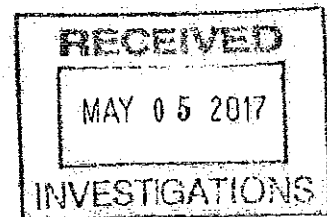
Vista Glass, has always had the proper and valid Registrar of Contractor's licenses. Sierra Vista Glass dba Vista Glass has been in the process of reorganizing itself based on the locations of its offices of Sierra Vista, Tucson, and Phoenix, Arizona. The second CR65 license for Sierra Vista Glass was 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



VISTA GLASS INC.
YOUR FULL SERVICE GLASS SHOP



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

cc: Blue Moon Glass Service LLC.

Exhibit A.

| | | | |
|---|------------------------------|---|--|
| <p>Vista Glass, LLC</p> | | | |
| <p>2115 E Valencia Rd Ste 181 Tucson, AZ 85706-5809 Phone: (520) 744-7766</p> | <p>CURRENT</p> | <p>CR65 DUAL LLC</p> | <p>First Issued: 03/08/2017 Renewed Thru: 03/31/2018</p> |
| <p>License Class & Description: CR65 GLAZING</p> | | | |
| <p><i>The Qualifying Party listed below is associated with this license. All other persons named, if any, are associated with the company. They are not necessarily associated with this license.</i></p> | | | |
| <p>Richard Main</p> | | <p>Maria Claudia Main</p> | |
| <p>OP/MANAGER</p> | <p>Qual. Date 03/08/2017</p> | <p>MANAGER</p> | |
| <p>Sierra Vista Glass Inc</p> | | | |
| <p>3827 S Highway 92 Sierra Vista, AZ 85650-5775 Phone:</p> | <p>CURRENT</p> | <p>CR65 DUAL CORPORATION</p> | <p>First Issued: 02/14/2002 Renewed Thru: 02/29/2016</p> |
| <p>License Class & Description: CR65 GLAZING</p> | | | |

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 MAY 05 2017
 INVESTIGATIONS

VISTA GLASS INC.
YOUR FULL SERVICE GLASS SHOP



CR65 ROC#169990
CR65 ROC#312015
CR61 ROC#264537

| | | | |
|--|----------------|---------------------------|---|
| [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: 03/31/2018 |
| License Class & Description: CR61 CARPENTRY, REMODELING AND REPAIR | | | |

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MAY 05 2017
INVESTIGATIONS

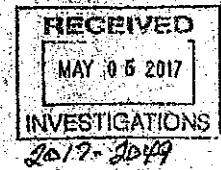
Sierra Vista Glass dba
Vista Glass
2115 E Valencia Rd
Ste 181
Tucson AZ 85704

REC F. H. ROOM ROC
2017 MAY -5 AM 10:47



U.S. POSTAGE
PAID
VALLEY
MAY 3 2017
\$4.54
R2304V121765-20

Arizona Registrar of Contractors
1st Gregory Johnson
PO BOX 18243
Phoenix AZ 85005-8243





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



ARIZONA REGISTRAR OF CONTRACTORS



Douglas A. Ducey, Governor

Jeff Fleetham, Director

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

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



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 (CLOSED Other) 2002- 300334788 (CLOSED INV - Cease and Desist Served) |
| Richard Main | CR01.264537-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 | 2011-22I (CLOSED Insp Withdrawn - Unverified) 2011-4920 (CLOSED Legal - Settled) 2016-4029 (CLOSED) |



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: _____ | |
| Richard Main | | | | |



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 (QPA) Marvin Allen Hurley (HIS_KY) | |
| Sierra Vista Glass Inc | CR61-264537-D CURRENT FEF: 4/11/2010 LSD: 7/30/2016 | Sierra Vista Glass Inc | María Claudia Main (OFF_KN) DOB: Richard Main (QPA) DOB: | 2011-22Z (CLOSED Insp Withdrawn - Unverified) 2011-4320 (CLOSED Legal - Settled) 2016-4029 (CLOSED) |



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) |

Licensed Complaint Form

For Current or Suspended Licensees

Mail to:

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



Shreeve
Departmental Use Only
Complaint Number:

2017-2049

| Person Filing Complaint | | | |
|---|-----------------------------|--|-------------|
| Full Name (First Middle Last) James Romanoski | | Business Name (if a licensed contractor or supplier) Blue Moon Glass Services LLC | |
| Street Address | | City Tucson | State AZ |
| Phone Number (520)7480500 | Email | | |
| I consent to receive communications electronically in connection with this case <input checked="" type="radio"/> Yes <input type="radio"/> No | | | |
| Name of Attorney (if any) | | | |
| Street Address of Attorney | | City | State |
| Phone Number of Attorney | | Email of Attorney | |
| Zip | | 85713 | |
| Contractor Information | | | |
| Name (as shown on contract/invoice) Sierra Vista Glass Inc. | | ROC License Number(s) 169930-k65 | |
| Street Address | | City Tucson | State AZ |
| Phone Number (520) 439-8818 | Email | | |
| Name of Person(s) Representing License Maria C. Main (President) | | Zip 85650 | |
| Contract/Project Information | | | |
| Contract Date 03/23/2017 | Contract Amount \$58,930 | Amount Paid 0.00 | |
| Date Work Started 4/14/2017 | Date Work Stopped N/A | Date Work Was Completed NONE | |
| Close of Escrow (New Home) | Move-In Date (New-Home) | | |
| Jobsite Street Address Pima County | | City 130 w congress (3rd floor) | State AZ |
| Name of Construction Site Owner Mary Jo Furphy Dir of Procurement Dept of Pima County | | Construction Site Name (if applicable) As Needed & Emergency Glass Repair | |
| Phone Number of Construction Site Owner (520)7248198 | | Email of Construction Site Owner maryjo.furphy@pima.gov | |
| This complaint is for | | <input type="radio"/> Abandonment <input type="radio"/> Poor Work <input type="radio"/> Non-Payment <input checked="" type="radio"/> Other Unlicensed work | |
| I have contacted the contractor by | | <input type="radio"/> Phone <input type="radio"/> Email <input type="radio"/> Letter <input checked="" type="radio"/> N/A | |
| Have you filed a complaint in court? | | <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> N/A If yes, provide a copy of civil complaint | |
| Has any work been corrected? | | <input checked="" type="radio"/> Yes <input type="radio"/> No If yes, by whom? _____ | |
| The contract was | | <input checked="" type="radio"/> Written <input type="radio"/> Oral <input type="radio"/> Both | |
| All change orders were | | <input type="radio"/> Written <input type="radio"/> Oral <input type="radio"/> Both <input checked="" type="radio"/> N/A | |
| This project was | | <input checked="" type="radio"/> Commercial <input type="radio"/> Residential <input type="radio"/> On Tribal Land | |
| This project involved | | <input type="radio"/> New Home <input type="radio"/> Remodel <input checked="" type="radio"/> Repair <input type="radio"/> Other _____ | |
| A building permit was obtained by | | <input type="radio"/> Contractor <input checked="" type="radio"/> Property Owner <input type="radio"/> Building permit # _____ | |

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Page 1 of 2

APR 17 2017

INVESTIGATIONS

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 statute 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 James Romanoski | Signature <i>[Handwritten Signature]</i> | Date 4/10/2017 |
|--|---|--------------------------|

RECEIVED

APR 17 2017

INVESTIGATIONS

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 this 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. | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 2 | Must have a CR-65 Glazing License, Arizona Registrar of Contractors Provide license number in the following section | <input checked="" type="checkbox"/> <input type="checkbox"/> |
| 3 | Must be licensed to do business in the State of Arizona. Provide license number in the following section | <input checked="" type="checkbox"/> <input type="checkbox"/> |

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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 this 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) (COO-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.

Contractor will be responsible to barricade the area, and maintain a clear, 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 90 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.

6. 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)?

6. OFFER ACCEPTANCE AND ORDER RELEASES:

County will accept offers and execute this contract by issue of a MA (recuring 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 contact 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 the 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 | ESTIMATED ANNUAL USAGE QUANTITY | UOM | UNIT PRICE \$ | EXTENDED AMOUNT \$ |
|--------|---|---------------------------------|-----|---------------|--------------------|
| | Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications | | | | |
| 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 | \$11,250 |
| 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 | \$15,625 |
| 3 | Swing stage daily rate | 20 | DAY | \$150 | \$3,000 |

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| Item # | Description | Quantity | Unit | Unit Price | Total Price |
|--------|-------------------------------------|----------|------|--------------------|-------------------------|
| 4 | Swing stage weekly rate (5 days) | 1 | WEEK | 750 950 | 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 gray 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 exempt 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 coverages 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 or 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. § 23-801, 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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18. 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: Mania 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: Mania Main, President DATE: 3/23/17

PRINTED NAME & TITLE: _____ OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER PHONE

AND E-MAIL: (520) 227-7121

Approved as to form:

Tobin Rosen, Deputy County Attorney

2/27/17
Date

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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 winning 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.

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.

| Contractor Minimum Qualifications | | |
|-----------------------------------|--|---|
| 1 | Minimum of three (3) years experience with repairing and replacing mirrors, glass windows in buildings, doors and offices. | <input checked="" type="checkbox"/> Yes |
| 2 | Must have a CR-65 Glazing License, Arizona Registrar of Contractors Provide license number in the following section | <input checked="" type="checkbox"/> Yes |
| 3 | Must be licensed to do business in the State of Arizona. Provide license number in the following section | <input checked="" type="checkbox"/> 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.

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)?