



**PIMA COUNTY  
PROCUREMENT**  
130 W. CONGRESS ST., 3rd FLOOR  
TUCSON, ARIZONA 85701-1317  
TELEPHONE (520) 740-8161, FAX (520) 798-1484

March 7, 2012

**IFB 32756R Glass Repair or Replacement Services**  
**Addendum #1**

The following revisions shall be incorporated into **IFB #32756R**:

1. **Bid Due Date & Time:** Bid Due Date & Time are **UNCHANGED** and remain March 20, 2012 @ 1:30 P.M.
2. **Add, ATTACHMENT A – Living Wage Requirements And Certificate:**

**ATTACHMENT A:**

**LIVING WAGE REQUIREMENTS AND CERTIFICATE**

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.06 per hour. A contractor may pay its eligible employees a wage of no less than \$9.84 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.06 per hour. A copy of section 11.38 of the Procurement Code is attached for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- >Payroll calendar
- >Certificate of Living Wage Payments Form
- > Master Listing of employees eligible to work on Pima County jobs
- >Listing of Subcontractors to be used (if applicable)

**Staffing Plans, Including Subcontractors** (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- >Name of employee(s) who will be working
- >Where work is performed
- >Approximate time-frame work will be performed
- >Total approximate hours to be worked
- >Revised plan IF any information changed from the original staffing plan

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Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

→Statement of Compliance

→Payroll Summary Reports:

- *Name of all employees on a Pima County job*
- *Total hours worked/rate of pay/gross pay/paycheck number*
- *Support documentation for this information*
- *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

→A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate

→the check # and date which this invoice was paid should be noted

→Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

## **Title 11 Pima County Procurement Code**

### **CHAPTER 11.38**

### **PIMA COUNTY LIVING WAGE**

#### **11.38.010**

##### **Conditions for use.**

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter. (Ord. 2002-1 § 1 (part), 2002)

#### **11.38.020 - Eligible contract.**

An eligible contract shall be a contract awarded by the board of supervisors for covered services except for the following:

A. Contracts under which federal or state regulations preclude the applicability of a living wage;

B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements;

C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and

D. Contracts for job training and youth or summer employment programs. (Ord. 2002-1 § 1 (part), 2002)

#### **11.38.030 - Covered services**

Covered services are:

A. Facility and building maintenance

B. Refuse collection and recycling

C. Temporary employee services

D. Janitorial and custodial

E. Landscape maintenance and weed control

F. Pest control

G. Security

H. Moving services (Ord. 2002-1 § 1 (part), 2002)

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**11.38.040 - Eligible employee**

Any person employed by a contractor holding an eligible contract with the county who:

- A. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation.
- B. Expends chargeable time providing services to the county and on county property; and
- C. Is at least sixteen (16) years of age. (Ord. 2002-1 § 1 (part), 2002)

**11.38.050 - Wages.**

- A. Eligible employees shall receive a wage of not less than nine dollars (\$9.00) per hour.
- B. This rate shall be automatically adjusted each successive year based upon Consumer Price Index, Western Region.
- C. If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.
- D. A contractor may request that it be allowed to pay its eligible employees a wage of no less than eight dollars (\$8.00) per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on nine dollars (\$9.00) per hour and the requested monthly wage of no less than eight dollars(\$8.00) per hour. Proof of said benefits shall be provided at the time of bid or proposal submission, or, as the county may require, in accordance with notification by the county of its intent to award a contract. (Ord. 2002-1 § 1 (part), 2002)

**11.38.060 - Compliance.**

The county procurement director shall monitor compliance, including the investigation of claimed violations, and promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this chapter, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The provisions in eligible contracts may allow any one or more of the following remedies in the event of a written determination of a noncompliance:

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.
- C. Suspension and/or termination of the contract for cause.
- D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28.

Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20. (Ord. 2002-1 § 1 (part), 2002)

**11.38.070 - Records.**

A. The contractor or subcontractor shall make its records available for inspection, copying, or transcription by authorized representatives of the county procurement department, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the county procurement director may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Chapter 11.28.

B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each eligible employee, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

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C. The contractor shall submit a payroll record for all eligible employees to the procurement director within seven days from the end of the payroll period. The payrolls submitted shall set out accurately and completely all the information required to be maintained under subparagraph (b) of this section. (Ord. 2002-1 § 1 (part), 2002)

**11.38.080- Reporting.**

On or about December 1, 2002, and every year thereafter, the county procurement director shall file an annual report on compliance with the county administrator and the board of supervisors. (Ord. 2002-1 § 1 (part), 2002)

**END OF CHAPTER 11.38**

**CERTIFICATION OF LIVING WAGE PAYMENTS**

**This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; AND that if labor is subcontracted, subcontractors will be held to the exact terms that is required of this firm.**

**Yes \_\_\_\_\_ No \_\_\_\_\_ If no, you must explain all deviations in writing.**

Company Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Job Location: \_\_\_\_\_

**(PLEASE CHECK ONE(S) THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and six cents (\$11.06) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than nine dollars and eighty-four cents (\$9.84) per hour and provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and six cents (\$11.06) per hour and the requested monthly wage if no less than nine dollars and eight-four cents (\$9.84) per hour. In essence, the employer paid portion of benefits must have a *monthly* value of two-hundred eleven dollars and forty-six cents (\$211.46). This equals the one dollar and twenty two cents (\$1.22) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE OF AUTHORIZED \_\_\_\_\_

**Solicitation #32756R**

3. **Replace**, original OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES **with** OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1

**All other terms and conditions remain the same.**

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**OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 1 of 8)**

**1. INTENT:**

This document is intended to establish an indefinite delivery/indefinite quantity purchase agreement contract to provide Pima County ("County") with such quantities of As-Needed and Emergency Glass Repair or Replacement and Board-up Services as the County may order from time to time by issue of purchase orders pursuant to a resulting executed and effective agreement. As defined by the attached Pima County Standard terms and Conditions (STC) this agreement is non-exclusive and may be terminated for any reason without penalty or cost to Pima County. The estimated five-year award amount is \$380,000.00. It is the intention of the County to award contracts by group. However, contracts may be awarded by line item or by combination of group and line item if deemed to be in the County's best interests. The following primary values and objectives will be mutual obligations assumed by both parties regarding the interpretation and performance under the agreement: COUNTY will award an agreement for the purchase of goods as specified herein, and Supplier will receive compensation when goods are delivered as per the terms of the purchase order issued against the agreement. Living Wage requirements will be applicable to the agreement. See ATTACHMENT A for requirements.

Although particular County Departments may be identified in the solicitation, unless otherwise documented by the executed agreement document, all County Departments may utilize the resulting agreement.

All Goods and Services offered or provided pursuant to the resulting executed and effective agreement shall conform to the requirements defined by or referred to by the solicitation documents including *Solicitation Addenda, Instructions to Bidders, Standard Terms and Conditions* and this *Offer Agreement* all of which are incorporated herein.

It is the intent of all parties to this agreement that this document, including all attachments and documents incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Contract may be modified, amended, altered or extended only by a written amendment signed by the parties.

Throughout this agreement and referenced documents the terms Blanket Contract and Master Agreement, Purchase Order and Delivery Order are used interchangeably and considered to have identical meaning.

**2. AGREEMENT TERM, RENEWALS & AMENDMENTS:**

The term of the agreement will be for five (5) years with no renewals.

Provided that the County acquires prior written acceptance of amendments to this agreement from individuals certifying that they have authorization to bind the Supplier to legal agreements, both parties agree that amendments to the agreement may be issued and effective on the date of issue of a revised blanket contract or Purchase Order document by the County without further action by either party. Written acceptance may be given in the form of email, facsimile or other method acceptable to both parties to the agreement.

**3. SUPPLIER MINIMUM QUALIFICATIONS:**

The Supplier certifies that they are competent, willing and responsible for performing the services or providing the products in accordance with all requirements of the solicitation and this Offer Agreement. The Supplier further stipulates that they possess a valid State of Arizona ROC L-65 or K-65 license for **Commercial Glazing** and/or other licenses required by AZROC to perform these services.

The Supplier agrees to maintain the following company licenses, and employee certifications/licenses as required by regulating agencies, for the firm and all employees performing work pursuant to this agreement throughout the term of this agreement including any renewals and agrees to provide copies of the documents within 5 workdays of request by the County.

License Name/Title	Issuing Agency	License Number	Issue Date	Expire Date
State of Arizona ROC L-65 or K-65 License	AZROC			

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 2 of 8)**

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE:**

Suppliers shall perform glass repair, replacement and board-up services as per the following specifications:

- 4.1 Supplier shall provide all supervision, labor, material and equipment necessary to repair or replace various mirrors, and glass for windows, doors and offices. Supplier shall also provide all supervision, labor, material and equipment necessary to provide board-up services. 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 buildings that will require swing stage or other rigging as required.
- 4.2 All work shall be performed in a thorough, workmanlike 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.
- 4.3 Supplier 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.
- 4.4 Supplier 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 Purchase Order. **On-site response time shall be: *within one (1) business day for as-needed (non-emergency) repairs and within two (2) hours of notification for emergency repairs.*** Pima County's regular business hours for as-need services are 8 a.m. – 5 p.m. Monday – Friday, excluding official Pima County holidays. Hours for emergency services shall be all other hours. Offeror shall provide one hourly rate for as-need services during regular Pima County hours and one hourly rate for emergency services during all other hours.
- 4.5 Supplier shall guarantee all repair/replacement work for a period of 60 days.

The following are Specifications for *BOS Resolution 2007-84* and Offeror is to include with submission of paperwork a statement outlining what 'green' programs, if any, have been implemented that may include, but not be limited to: recycling of paper, glass and cans; efforts to conserve energy in offices and work areas; utilization of alternative fuels for vehicles and production equipment.

All proposed paper products for use under this contract, such as toilet tissue and seat covers, should contain the highest percentages of recovered materials and postconsumer contents as possible.

All cleaning and disinfecting products should be green products; such as biodegradable and containing the lowest toxicity and VOC (volatile organic compound) contents necessary.

Other areas of conservation shall include:

- Supplier shall recycle as many recyclable items as possible including office paper, corrugated paperboard (aka cardboard) boxes and sheet, chip board boxes and sheet, plastics, aluminum and steel cans/containers, etc.
- Supplier shall use as many environmentally preferable items as possible, ie. Items that do not impact the environment such as 30-100% post-consumer recycled content, processed chlorine free (PCF) paper; Energy Star equipment and appliances; remanufactured, low air emission paint; low volatile organic compound (VOC) water based adhesives and paint; zero formaldehyde emitting composite wood products; odorless and non-toxic water based markers, etc. the company's daily operations.
- Supplier shall provide to the consumer as many environmentally preferable products as possible.
- Supplier shall modify business practices to decrease air, water and ground pollution.
- Supplier shall modify business practices to conserve energy and water use.
- Supplier/Contractor should purchase eco-friendly supplies whenever possible including office supplies.

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 3 of 8)**

**5. OFFER ACCEPTANCE AND ORDER RELEASES:**

Offer(s) will be accepted and executed by the County by issue of a Blanket Contract and effective on the document's date of issue without further action by either party. Blanket Contract and Contract documents will document the term of the agreement.

Order(s) for products or services pursuant to the executed agreement will be made by COUNTY by issue of Purchase Order documents. Order documents will be furnished to Supplier via facsimile, e-mail or telephone. If the order is given verbally, the County Department that issued the order will transmit a confirming order document to the Supplier within five workdays of the date the verbal order is given.

Supplier is prohibited from supplying materials or services pursuant to the resulting agreement that are not documented or authorized by a Purchase Order at the time of provision. The Supplier agrees that the County accepts no responsibility regarding this agreement for control or payment for materials or services not documented by a COUNTY Purchase Order.

The Supplier agrees to establish, monitor, and manage an effective agreement administration process that assures compliance with all requirements of the agreement. In particular, the respondent agrees that they 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 agreement revision properly executed and issued by the County. Any items provided in excess of that stated in the agreement shall be at the Respondent's own risk. Respondents shall decline verbal requests to deliver items in excess of the agreement and shall report all such requests in writing to the COUNTY Procurement Department within one(1) workday of the request. The report shall include the name of the requesting individual and the nature of the request.

**6. ACCEPTANCE OF SERVICES AND PRODUCTS:**

Acceptance of the goods and services shall be made by the County Department designated on the issued Order in accordance with this agreement. Acceptance is required prior to commencement of Payment terms.

**7. COMPENSATION & PAYMENT:**

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

Supplier shall submit Request(s) for Payment/Invoices to the location and entity defined by the County's Order document.

All Invoice documents shall reference the County's Purchase Order or Contract number under which the services or products were ordered. **ALL** Invoice line items shall utilize the item description, precise unit price and unit of measure defined by the County's Order or Contract document. Invoices that include line items or unit prices that do not match those documented by the County's order or contract may be returned to the Supplier unprocessed for correction.

Standard payment terms are net 30 from the date of valid invoice document and shall not commence until receipt of goods into payment system by the receiving Department and Supplier's Invoice is received and verified by County Financial Operations.

**OPTIONAL EARLY PAYMENT DISCOUNT TERM:** Pima County Administrative Procedure No. 22-35 section II.B.4 defines the County's practice regarding discounts for early payment. Supplier hereby offers the following discounts to those prices to be used for all orders issued pursuant to this agreement. 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 calendar days. Supplier shall submit valid invoice document consistent with the associated purchase order 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 agreement, the Supplier may offer early payment discounts that exceed this Standard Early Payment Discount.

Standard Early Payment Discount Percent: \_\_\_\_\_% if payment tendered within \_\_\_\_\_ Days as above

The blanket contract or purchase order issued to accept Supplier offer will define the not to exceed amount of the agreement. Supplier shall not accept orders, or provide services or products that cumulatively exceed that amount.

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 4 of 8)**

Unit Pricing may be negotiated and established as per all requirements of the agreement for items included in the scope of the agreement and for which unit pricing has not been previously defined provided that the item and unit price are offered in writing by the Supplier.

Unless otherwise stipulated by this agreement or the County's order, all pricing shall be *F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination")*, delivered to and unloaded at the destination(s) defined by the Delivery article of this agreement or accepted *Order* for services or products and all freight cost shall be included in the offered Unit Price.

Although State and City sales tax are paid when applicable and invoiced, taxes should not be included in the unit price.

Price Warranty. Seller shall give Pima County benefit of any price reduction before actual time of shipment. Sellers agree that all pricing given includes all costs required to conduct aggressive and active cost control and reduction activities.

Price Escalation. It is agreed that all Unit Prices include compensation for the Seller to implement and actively conduct cost and price control activities. It is the intention of both parties that pricing shall remain firm during the initial year of the agreement and that the parties intend to consider price increases no more frequently than once per year. Seller shall submit a written request to COUNTY that includes supporting documents justifying requested increases at least 90 days prior to the desired implementation date; Seller shall provide evidence, cite sources, specific conditions and document how those conditions affect the cost of its performance, and specific efforts Seller 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.

Quantities referred to are estimated quantities. Pima County reserves the right to increase or decrease the quantities and amounts. No guarantee is made regarding actual orders issued for items or quantities during the term of the agreement. Pima County shall not be responsible for Supplier inventory or order commitment.

Unit Prices offered shall include all incidentals and associated costs required to comply with and satisfy all requirements referred to or included in this solicitation which includes the *Instructions to Bidders, Standard Terms and Conditions* and Offer Agreement. No payments will be made for items not included in the agreement.

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 5 of 8)****UNIT PRICES (Net 30 day Payment Terms)****Glass Replacement Services. Vendor must bid all items in group to be considered for award.**

<b>ITEM #</b>	<b>ITEM NAME</b> Items to include and satisfy all Offer Agreement requirements, General & Item Specifications	<b>ESTIMATED ANNUAL USAGE QUANTITY</b>	<b>UOM</b>	<b>UNIT PRICE \$</b>	<b>EXTENDED AMOUNT \$</b>
1.	As-Needed (non-emergency) Repair, Replacement or Board-Up services as described in Article 4 of this Agreement. On-site response time shall be one (1) business day 8a.m.-5p.m. Monday thru Friday, excluding official Pima County holidays.	300	HOUR		
2.	Emergency Repair, Replacement or Board-Up services as described in Article 4 of this Agreement. On-site response time shall be <u>within two (2) hours of notification</u> outside of regular weekday hours, during weekends and during official Pima County holidays.	150	HOUR		
3.	Swing stage weekly rate (minimum of 5 business days)	4	WEEK		
4.	Swing stage daily rate for additional business days	14	DAY		
5.	Glass tempered 1/4" clear	240	SQFT		
6.	Glass tempered bronze 1/4"	1800	SQFT		
7.	Glass tempered insulated 1"	480	SQFT		
8.	Mirror plate 1/4"	120	SQFT		
9.	Glass laminated clear 1/4"	120	SQFT		
10.	Glass laminated grey or bronze 1/4"	120	SQFT		
11.	Glass laminated clear 3/16"	120	SQFT		
12.	1/2" table top clear glass	120	SQFT		
13.	Bullet Proof glass 9mm	120	SQFT		
14.	<b>ONE-YEAR TOTAL (Items #1 through #14)</b>				\$
	<b>FIVE-YEAR TOTAL BID (Item #14 x 5 Years)</b>				\$
	<b>FOB Destination/Unloaded; Cost of freight should be included in unit price.</b>  <b>Although taxes will be paid <u>IF</u> applicable, do <u>NOT</u> include sales tax in unit price.</b>				

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 6 of 8)**

For those items not specifically listed and priced above that may be provided within the defined scope of this agreement the Seller shall submit Master Price List (MPL) documents, diskette or compact disc and filenames or identify website address, identifying all other items offered pursuant to this agreement to include Description and Discounted Unit Price, or Unit Price and Discount % (Unit Price x Discount % = Discounted Unit Price). The resulting Unit Prices shall be of similar discount off List Prices as given for those items specifically defined above. Item Unit Prices above shall govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Unit Price x Discount % = Discounted Unit Price)

**8. DELIVERY:**

As defined by the Standard Terms "On-Time" delivery is an essential part of the consideration to be given to the COUNTY under the agreement. Delivery will be made in accordance with the Instructions to Bidders, Standard Terms and Conditions and to the location(s) referenced on the Purchase Order or Contract.

Delivery location will vary and shall be specified at time of service request.

Supplier guarantees delivery of product or service in accordance with Article #4 of this agreement. If required to satisfy the guaranteed delivery interval Supplier will utilize premium freight method at no additional cost to the County.

**9. TAXES, FEES, EXPENSES:**

Articles sold to Pima County are exempt from federal excise taxes. The County is subject to State and City sales tax. Posada Del Sol is exempt from all taxes as provided in A.R.S. 42-5159 and Arizona State Revenue Code #R-15-5-2320. Pima County will furnish an exemption certificate upon request. No separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation, will be paid by Pima County, unless expressly included and itemized by the solicitation documents.

**10. OTHER DOCUMENTS**

Supplier and County in entering into this agreement have relied upon information provided or referenced by Pima County Solicitation No. 32756R including the Invitation For Bids, Instructions to Bidders, Standard Terms and Conditions, Solicitation Addenda, Suppliers Bid Offer, documents submitted by Supplier or References to satisfy Supplier Minimum Qualifications and on other information and documents submitted by the Supplier in its' response to the County's Solicitation. These documents are hereby incorporated into and made a part of this Contract as if set forth in full herein, to the extent not inconsistent with the provisions of this contract.

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 7 of 8)**

**11. INSURANCE:**

The SUPPLIER'S insurance shall be primary insurance and non-contributory with respect to all other available sources. Supplier shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance:

- a) Commercial General Liability in the amount of \$1,000,000.00 combined single limit Bodily Injury and Property Damage. COUNTY is to be named as an additional insured for all operations performed within the scope of the Contract between COUNTY and CONTRACTOR;
- b) Commercial or Business automobile liability coverage for owned, non-owned and hired vehicles used in the performance of this Contract with limits in the amount of \$1,000,000.00 combined single limit or \$1,000,000.00 Bodily Injury, \$1,000,000.00 Property Damage;
- c) If this Contract involves professional services, professional liability insurance in the amount of \$1,000,000.00; and,
- d) If required by law, workers' compensation coverage including employees' liability coverage.

Supplier shall provide COUNTY with current executed certificates of insurance within two weeks from when the Notice of Award is issued by the County. All certificates of insurance shall guarantee the provision of thirty (30) days prior written notice to the COUNTY of cancellation, non-renewal or material change.

**12. PERFORMANCE BOND:**

No bond required.

**13. ACKNOWLEDGEMENT of SOLICITATION ADDENDA:**

Supplier acknowledges that the following solicitation addenda have been incorporated in their offer and this agreement:

Addendum #	Date	Addendum #	Date	Addendum #	Date

**14. SCRUTINIZED BUSINESS OPERATIONS**

"Pursuant to A.R.S. §§ 35-391.06 and 393.06, contractor hereby certifies that it does not have scrutinized business operations in Iran or Sudan. The submission of a false certification by contractor may result in action up to and including termination of this contract.

**15. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION:**

Is your firm SBE certified as defined by the solicitations 'Instruction To Bidders'? Yes  No  (Select one)  
 If 'Yes', have you included your certification document? Yes  No  (Select one) NOTE: If the SBE Certification document is not submitted with your bid the SBE Preference cannot be applied.

**(CONTINUED) OFFER AGREEMENT: GLASS REPAIR OR REPLACEMENT SERVICES - Addendum 1 (page 7 of 8)**

**16. BID/OFFER CERTIFICATION:**

**SUPPLIER LEGAL NAME:** \_\_\_\_\_

**BUSINESS ALSO KNOWN AS:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**REMIT TO ADDRESS:** \_\_\_\_\_

**CITY/STATE/ZIP:** \_\_\_\_\_

**CONTACT PERSON NAME/TITLE:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**CONTACT PERSON EMAIL ADDRESS:** \_\_\_\_\_

**EMAIL ADDRESS TO WHICH ORDERS & CONTRACTS SHALL BE TRANSMITTED:**

\_\_\_\_\_

**CORPORATE HEADQUARTERS LOCATION:**

**STREET ADDRESS CITY, STATE, ZIP:** \_\_\_\_\_

By signing and submitting these Offer Agreement documents, the undersigned certifies that they are legally authorized to represent and bind the "Supplier" to legal agreements, that all information submitted is accurate and complete, that the firm has reviewed the Procurement website for solicitation addenda and incorporated to their offer, that the firm is qualified and willing to provide the items requested, and that the firm 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 may not be evaluated. Offeror's submission of a signed offer agreement shall constitute a firm offer and upon the issuance of a blanket contract or purchase order document signed by the Pima County Procurement Director or authorized designate a binding contract is formed that shall require the Offeror to provide the services and materials described in this solicitation. The undersigned hereby offers to furnish the material or service in compliance with all terms, conditions, specifications, defined or referenced by the solicitation, which includes Pima County Standard Terms & Conditions, this Offer Agreement and other documents listed in this Offer Agreement's Other Documents article.

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**PRINTED NAME & TITLE OF AUTHORIZED SUPPLIER REPRESENTATIVE EXECUTING OFFER**

**PHONE AND E-MAIL:** \_\_\_\_\_

**County Attorney Contract Approval "As to Form":**

**Addendum 1**

**ATTACHMENT A:**

**LIVING WAGE REQUIREMENTS AND CERTIFICATE**

This solicitation is subject to the Pima County living wage requirements as provided in the Pima County Procurement Code section 11.38 which specifies that a living wage requirement be included in County contracts for specific services.

Contractors entering into eligible contracts with Pima County for the covered services shall pay a living wage to their eligible employees for the hours expended providing services to Pima County. Eligible employees shall receive a wage not less than \$11.06 per hour. A contractor may pay its eligible employees a wage of no less than \$9.84 per hour if the contractor provides health benefits with a monthly value at least as high as the difference between that wage and a monthly wage based on \$11.06 per hour. A copy of section 11.38 of the Procurement Code is attached for your review and complete compliance. Contractors shall include all costs necessary for complete compliance to the living wage requirement.

In bid preparation, Contractors will need to consider the possibility of increased administrative costs. The following is a brief description of key Living Wage reporting requirements. These are not limited to but include:

One time reports: Due at the beginning term of each contract/renewal

- >Payroll calendar
- >Certificate of Living Wage Payments Form
- > Master Listing of employees eligible to work on Pima County jobs
- >Listing of Subcontractors to be used (if applicable)

Staffing Plans, Including Subcontractors (work schedules): Due **prior** to work performed to enable the Compliance Officer to rate check and interview employees; *If there is not sufficient time prior to performing work, then a plan must be submitted as soon as possible after work is performed:*

- >Name of employee(s) who will be working
- >Where work is performed
- >Approximate time-frame work will be performed
- >Total approximate hours to be worked
- >Revised plan IF any information changed from the original staffing plan

Payroll Reports: Must be provided to the Compliance Officer 7 days after EVERY pay period

- >Statement of Compliance
- >Payroll Summary Reports:
  - *Name of all employees on a Pima County job*
  - *Total hours worked/rate of pay/gross pay/paycheck number*
  - *Support documentation for this information*
  - *Signed "Statement of Compliance" even if no payroll performed*

Subcontracted Labor (if applicable): Packets are required to be submitted to Pima County's Compliance Officer as soon as the Subcontractor is issued payment. This includes:

- >A letter signed by subcontractor indicating that laborers associated with the work billed on their attached invoice were paid at or above the Living Wage required rate
- >the check # and date which this invoice was paid should be noted
- >Attach the appropriate staffing plans (work schedules) of the subcontractor to this invoice. The subcontractor employee payroll check# needs to be noted beside their employee (s) name

(The remainder of this page is intentionally left blank)

**ATTACHMENT A**

**Title 11 Pima County Procurement Code**

**CHAPTER 11.38  
PIMA COUNTY LIVING WAGE**

**11.38.010**

**Conditions for use.**

Employees of contractors entering into eligible contracts with Pima County for covered services shall be paid a living wage by said contractors for the hours expended providing services to the county as provided in this chapter. (Ord. 2002-1 § 1 (part), 2002)

**11.38.020 - Eligible contract.**

An eligible contract shall be a contract awarded by the board of supervisors for covered services except for the following:

- A. Contracts under which federal or state regulations preclude the applicability of a living wage;
- B. Contracts involving programs where the county shares management authority with other jurisdictions, and intergovernmental and cooperative agreements;
- C. Contracts impacted by bond covenants, grant restrictions, governmental regulations; and
- D. Contracts for job training and youth or summer employment programs. (Ord. 2002-1 § 1 (part), 2002)

**11.38.030 - Covered services**

Covered services are:

- A. Facility and building maintenance
- B. Refuse collection and recycling
- C. Temporary employee services
- D. Janitorial and custodial
- E. Landscape maintenance and weed control
- F. Pest control
- G. Security
- H. Moving services (Ord. 2002-1 § 1 (part), 2002)

**11.38.040 - Eligible employee**

Any person employed by a contractor holding an eligible contract with the county who:

- A. Is not a person who provides volunteer services that are uncompensated except for reimbursement of expenses such as meals, parking or transportation.
- B. Expends chargeable time providing services to the county and on county property; and
- C. Is at least sixteen (16) years of age. (Ord. 2002-1 § 1 (part), 2002)

**11.38.050 - Wages.**

- A. Eligible employees shall receive a wage of not less than nine dollars (\$9.00) per hour.
- B. This rate shall be automatically adjusted each successive year based upon Consumer Price Index, Western Region.
- C. If the contract is subject to a prevailing wage requirement or union agreement, the higher wage shall apply.
- D. A contractor may request that it be allowed to pay its eligible employees a wage of no less than eight dollars (\$8.00) per hour if the contractor provides health benefits with a monthly value at least as high as the difference between a monthly wage based on nine dollars (\$9.00) per hour and the requested monthly wage of no less than eight dollars(\$8.00) per hour. Proof of said benefits shall be provided at the time of bid or proposal submission, or, as the county may require, in accordance with notification by the county of its intent to award a contract. (Ord. 2002-1 § 1 (part), 2002)

**11.38.060 - Compliance.**

The county procurement director shall monitor compliance, including the investigation of claimed violations, and promulgate administrative rules and regulations to implement and enforce this article. In the event of any violation of the provisions set forth in this chapter, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and shall pay the eligible employee any amounts underpaid. The provisions in eligible contracts may allow any one or more of the following remedies in the event of a written determination of a noncompliance:

- A. A penalty imposed by the county in the amount of \$50.00 for each incidence of a noncompliance for each day of noncompliance and/or each day it continues.
- B. Suspension of further payments on the contract until the violation has ceased.
- C. Suspension and/or termination of the contract for cause.
- D. Debar or suspend the contractor or subcontractor from future county contracts pursuant to Chapter 11.28.

Protests or appeals of the remedies for noncompliance shall be handled under Chapter 11.20. (Ord. 2002-1 § 1 (part), 2002)

**11.38.070 - Records.**

A. The contractor or subcontractor shall make its records available for inspection, copying, or transcription by authorized representatives of the county procurement department, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or make them available, the county procurement director may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Chapter 11.28.

B. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period for three years thereafter for all eligible employees. Such records shall contain the name, address, and social security number of each eligible employee, his or her correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

C. The contractor shall submit a payroll record for all eligible employees to the procurement director within seven days from the end of the payroll period. The payrolls submitted shall set out accurately and completely all the information required to be maintained under subparagraph (b) of this section. (Ord. 2002-1 § 1 (part), 2002)

**11.38.080- Reporting.**

On or about December 1, 2002, and every year thereafter, the county procurement director shall file an annual report on compliance with the county administrator and the board of supervisors. (Ord. 2002-1 § 1 (part), 2002)

**END OF CHAPTER 11.38**

**ATTACHMENT A: LIVING WAGE REQUIREMENTS AND CERTIFICATE (Continued)**

**CERTIFICATION OF LIVING WAGE PAYMENTS**

This firm certifies that it will meet all specifications, terms, and conditions contained in the Living Wage Contract Ordinance; **AND** that if labor is subcontracted, subcontractors will be held to the exact terms that is required of this firm.

Yes \_\_\_\_\_ No \_\_\_\_\_ If no, you must explain all deviations in writing.

Company Name: \_\_\_\_\_

Description of Services: \_\_\_\_\_

Job Location: \_\_\_\_\_

**(PLEASE CHECK ONE(S) THAT APPLY)**

I do hereby agree to pay all eligible employees working on the above listed contract at least eleven dollars and six cents (\$11.06) per hour.

**AND/OR**

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than nine dollars and eighty-four cents (\$9.84) per hour **and** provide health benefits with a monthly value at least as high as the difference between a monthly wage based on eleven dollars and six cents (\$11.06) per hour and the requested monthly wage if no less than nine dollars and eight-four cents (\$9.84) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred eleven dollars and forty-six cents (\$211.46). This equals the one dollar and twenty two cents (\$1.22) per hour difference.

Providers Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Plan or Program Number: \_\_\_\_\_ Type of Benefit: \_\_\_\_\_

Total premium paid per month: \_\_\_\_\_ Amount paid by employee: \_\_\_\_\_

(Attach pages if needed for additional providers)

COMPANY NAME: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE OF AUTHORIZED \_\_\_\_\_

**END OF ATTACHMENT A**

Form Revised 10/21/11