



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 04/18/23

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

A-O Painting, Inc., Nelson J. Greer, Painting Contractor, Inc., Wiese Painting Contractors, Inc.

***Project Title/Description:**

Job Order Master Agreement: Painting Services

***Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-194, Amendment No. One (1). This amendment includes a one-time increase in the amount of \$300,000.00 due to the number of larger painting jobs and reduced staffing levels in Facilities Management, which necessitates a higher utilization of the contractors for these services, increases the annual shared award amount from \$300,000.00 to \$600,000.00 for a cumulative not-to-exceed amount of \$600,000.00 and adds the Forced Labor of Ethnic Uyghurs clause.

Administering Department: Facilities Management.

This is an indefinite delivery/indefinite quantity job order master agreement. For projects estimated less than \$15,000.00, the department may select a contractor based on availability, specialty or other such basis as the department may determine in its sole discretion. For projects estimated at \$15,000.00 or more, all contractors will be given the opportunity to compete on the basis of cost or cost and schedule through a request for quotation. No individual job order may exceed \$100,000.00 including any change orders.

***Procurement Method:**

Pursuant to Solicitation for Qualifications No. SFQ-PO-2200014, on 08/02/22, the Board of Supervisors awarded an agreement for these services in the amount of \$300,000.00 for a contract term of 08/02/22 to 08/01/23.

Attachments: Amendment No. One (1) and Department Memorandum.

***Program Goals/Predicted Outcomes:**

This Master Agreement will enable the Facilities Management Department to utilize Job Order Contractors to provide the necessary ongoing maintenance, upgrades, and tenant improvements to all of Pima County's facilities and properties.

***Public Benefit:**

This Master Agreement provides a list of qualified contractors to quickly respond to the County's various painting needs.

***Metrics Available to Measure Performance:**

The Job Order Contractors will be evaluated per BOS Policy D29.1 using the standard contractor evaluation form that considers quality, cost, and construction management.

***Retroactive:**

No.

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Prior Contract Number (Synergen/CMS): _____
Expense Amount \$ _____ * Revenue Amount: \$ _____

*Funding Source(s) required: _____

Funding from General Fund? Yes No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-194

Amendment No.: 1 AMS Version No.: 2

Commencement Date: 04/18/23 New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

Expense Revenue Increase Decrease

Amount This Amendment: \$ 300,000.00

Is there revenue included? Yes No If Yes \$ _____

*Funding Source(s) required: Various Funds

Funding from General Fund? Yes No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

Match Amount: \$ _____ Revenue Amount: \$ _____

*All Funding Source(s) required: _____

*Match funding from General Fund? Yes No If Yes \$ _____ % _____

*Match funding from other sources? Yes No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: James Johnson Digitally signed by James Johnson Date: 2023.03.30 10:09:59 -07'00' Scott Loomis Digitally signed by Scott Loomis Date: 2023.03.30 10:29:14 -07'00'

Department: Terri Spencer Digitally signed by Terri Spencer Date: 2023.03.30 10:51:13 -07'00' Telephone: _____

Department Director Signature: Tony Cisneros Digitally signed by Tony Cisneros Date: 2023.03.30 11:58:44 -07'00' Date: _____

Deputy County Administrator Signature: [Signature] Date: 3/30/2023


County Administrator Signature: [Signature] Date: 3/31/2023



Tony Cisneros, Interim Director
150 W. Congress St, 3rd Floor
Tucson, AZ 85701
Office: 520.724.3085

FACILITIES MANAGEMENT

TO: Terri Spencer
Procurement Director

FROM: Tony Cisneros 
Interim Director, Facilities Management

RE: MA-PO-22-194 JOMA for Painting Services

DATE: March 23, 2023

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We are asking to do a one-time increase of \$300,000.00 for this year of the Master Agreement and to increase the annual award amount to \$600,000.00 per year.

When the solicitation was done for this MA, previous usage was approximately \$215,000 per year. The need for this contractor service is increasing due to the number of larger jobs to be done and reduced staffing levels in Facilities Management, necessitating having contractors perform work. In addition, prices for this type of work have also been increasing with inflation.

Since August 2022 there have been 11 projects done under the MA. Projects are for a variety of departments throughout the county, including several Libraries, Children's Advocacy Center, Sporting Chance, and others. The largest project currently in process involves the window frames in the Public Works Building.

We anticipate continued need for an increased use of this MA to complete jobs throughout the County.

Pima County Facilities Management Department

Project: Job Order Master Agreement: Painting Services

Contractors: A-O Painting, Inc.
3237 E. President Street
Tucson, Arizona 85714

Nelson J. Greer, Painting Contractor, Inc.
3945 E. Hayhurst Lane
Tucson, Arizona 85712

Wiese Painting Contractors, Inc.
4757 E. Speedway Blvd. Ste 115
Tucson, Arizona 85122

Contract No.: MA-PO-22-194

Amendment No.: One (1)

Funding: Various Funds

CONTRACT TERM: 08/02/22 - 08/01/23	ORIGINAL CONTRACT AMOUNT:	\$	300,000.00
TERMINATION PRIOR AMENDMENT: N/A	PRIOR AMENDMENT(S):	\$	-
TERMINATION THIS AMENDMENT: 08/01/23	AMOUNT THIS AMENDMENT:	\$	300,000.00
	REVISED CONTRACT AMOUNT:	\$	600,000.00

JOB ORDER MASTER AGREEMENT AMENDMENT

The Parties agree to amend the above-referenced contract as follows:

1. Background and Purpose.

1.1. Background. On August 2, 2022, County and Contractors entered into the above referenced agreement to provide Job Order Master Agreement Painting Services.

1.2. Purpose. The need for this contractor service is increasing due to the number of larger painting jobs to complete and reduced staffing levels in Facilities Management to perform the work, which necessitates a higher utilization of the contractors for these services. In addition, prices for this type of work have been increasing with inflation; therefore, a one-time increase of \$300,000.00 is being added to the award amount and the annual shared award amount is increasing from \$300,000.00 to \$600,000.00, and the Forced Labor of Ethnic Uyghurs clause is being added.

2. Basic Terms, Renewals, Extensions and Revisions.

2.1. Extension Options. County is adding a one-time increase in the amount of \$300,000.00 to the award amount and is increasing the annual shared award amount from \$300,000.00 to \$600,000.00 for a cumulative not-to-exceed amount of \$600,000.00.

3. **Forced Labor of Ethnic Uyghurs** is being added as Section 33 and the remaining sections are re-numbered respectively.

“Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People’s Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.”

All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

PIMA COUNTY:

CONTRACTOR:

Chair, Board of Supervisors

Signature

Date

Name and Title (Please Print)

Date

ATTEST:

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney’s Office.

3. **Forced Labor of Ethnic Uyghurs** is being added as Section 33 and the remaining sections are re-numbered respectively.

"Pursuant to A.R.S. § 35-394, if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Company is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days."

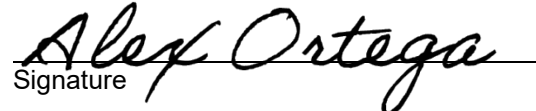
All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:


Signature

Alex Ortega General Manager

Name and Title (Please Print)

April 3 2023

Date

ATTEST:

Clerk of the Board

Date

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

Chris Greer President

Name and Title (Please Print)

3/30/2023

Date

ATTEST:

Clerk of the Board

Date

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All other provisions of the Contract not specifically changed by this Amendment remain in effect and are binding upon the Parties.

PIMA COUNTY:

Chair, Board of Supervisors

Date

CONTRACTOR:



Signature

TERRY WISE, PRESIDENT

Name and Title (Please Print)

4/3/20

Date

ATTEST:

Clerk of the Board

Date

This contract template has been approved as to form by the Pima County Attorney's Office.