

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 06/18/2013

ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS

Amendment of Award: Contract # MA-PO-1200000000000000651, Amendment # 01, ISS Facility Services, Inc., to provide janitorial services for Downtown facilities, revise service site and inventory data, increase Living Wage adjusted by County, increase 3% in pricing for each service site, increase contract amount by \$419,200.00, Funding Source: General Funds. Administering Department: Facilities Management.

BACKGROUND

The contract was initially awarded by the Board of Supervisors on 05/15/2012 for a five year contract in the total amount of \$5,620,500.00. The current annual award amount is \$1,124,100.00. The contract's current termination date is 06/30/2017, historical requirements and expenditures average about \$96,000.00 per month, and as of 05/14/2013 the contract has an unused contract amount of \$4,571,949.96. Due to an increase in service at the Downtown facilities the Administering Department is requesting to add \$30,000.00 for the 1st year of the contract. In addition, the contractor is asking a 3% pricing increase for each site effective 7/1/2013 due to a 2.4% increase in County mandated Living Wage and a 6.7% cost increase in janitorial materials. This will result in contract amount increase of \$97,300.00 per year for the 2nd through the 5th year of the contract.

If the requested action is approved the resulting annual award amount will be \$1,221,400.00.

This contract amendment is required to 1) add \$30,000.00 for the 1st year of the contract effective 06/18/2013; 2) add \$97,300.00 per year for the 2nd through the 5th year of the contract; 3) a 3% pricing increase for each site effective 07/01/2013; 4) update service site and inventory; 5) amend County Living Wage.

Effective Date: 06/18/2013
Termination Date: 06/30/2017
Original Contract Amount: \$ 5,620,500.00
Prior Amendment Amounts: \$ N/A
This Amendment Amount: \$ 419,200.00
Revised Contract Amount: \$6,039,700.00
Contract Officer: Nina Schatz, 724-8719, Procurement Department
Payment System: AMS

Contract Number: MA-PO-12 * 651-01
Effective Date: 6-18-13
Term Date: 6-30-17
Cost: \$419,200.-
Revenue: _____
Total: _____
Action: _____
Renewal By: _____
Term: _____
Reviewed by: JK 6-30-17

CLERK OF BOARD USE ONLY: BOS MTG. _____ ITEM NO. _____

Procure Dept 06/03/13 PM 04:52

To: CoB- 6-5-13
Agenda 6-18-13
(1)

<p>PIMA COUNTY DEPARTMENT OF FACILITIES MANAGEMENT</p> <p>PROJECT: Janitorial Services for Downtown Facilities</p> <p>CONTRACTOR: ISS Facility Services, Inc.</p> <p>CONTRACT NO.: MA-PO-12000000000000000651</p> <p>CONTRACT AMENDMENT NO.: One (01)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>MA-PO-12000000000000000651</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>01</u></td> </tr> <tr> <td colspan="2"> <small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small> </td> </tr> </table>	CONTRACT		NO.	<u>MA-PO-12000000000000000651</u>	AMENDMENT NO.	<u>01</u>	<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>	
CONTRACT									
NO.	<u>MA-PO-12000000000000000651</u>								
AMENDMENT NO.	<u>01</u>								
<small>This number must appear on all invoices, correspondence and documents pertaining to this contract.</small>									

ORIG. CONTRACT TERM: 07/01/12 – 06/30/17	ORIG. CONTRACT AMOUNT: \$5,620,500.00
TERMINATION DATE PRIOR AMENDMENT: N/A	PRIOR AMENDMENTS: N/A
TERMINATION THIS AMENDMENT: 06/30/17	AMOUNT THIS AMENDMENT: \$ 419,200.00
	REVISED CONTRACT AMOUNT: \$6,039,700.00

CONTRACT AMENDMENT

WHEREAS, COUNTY and CONTRACTOR entered into a Contract for services as referenced above; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to add the funding anticipated to satisfy requirements for the janitorial services, \$30,000.00 for the 1st year and \$97,300.00 per year for the 2nd through 5th year of the Contract; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to a 3% increase in Unit Price of Exhibit B; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to update Exhibit C: Service Site and Inventory Data; and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to increase Living Wage in Exhibit D in order to be in compliance with COUNTY'S annual adjusted rate.

NOW, THEREFORE, it is agreed as follows:

Effective June 18, 2013

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

From: "...in amount not to exceed five million six hundred sixty two thousand five hundred dollars (\$5,620,500.00)."

To: "...in amount not to exceed six million thirty nine thousand five hundred seven hundred dollars (\$6,039,700.00)."

The following are Effective July 1, 2013

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

Remove Exhibit B: Unit Prices (Net 30 Days Payment Term) in its entirety and replace with **Exhibit B (AM01): Unit Prices (Net 30 Days Payment Term)**.

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

Remove Exhibit C: Service Site and Inventory Data in its entirety and replace with **Exhibit C (AM01): Service Site and Inventory Data.**

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

Remove Exhibit D: Living Wage Requirements and Certificate in its entirety and replace with **Exhibit D (AM01): Living Wage Requirements and Certificate.**

The effective date of this Amendment shall be June 18, 2013.

All other provisions of the Contract, not specifically changed by this Amendment, shall remain in effect and be binding upon the parties.

IN WITNESS THEREOF, the parties have affixed their signatures to this Amendment on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

CONTRACTOR



Authorized Officer Signature

Howard Kuss

Printed Name and Title

5/29/13

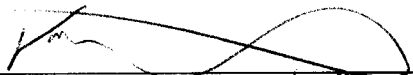
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM



Deputy County Attorney *for Name at/initials*

TOBIN ROSEN

Printed Name

5/28/13

Date

EXHIBIT D (AM01): 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 \$11.32 per hour. A contractor may pay its eligible employees a wage of no less than \$10.07 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 \$11.32 per hour. 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)

EXHIBIT B (AM01): UNIT PRICES (Net 30 Days Payment Term)

1	Administration West (6 floors)	150 W. Congress	M-F	90,000	\$6,166.47	\$12,850.91	\$73,997.59	Includes paint shop	24 limit night	yes	yes	611.0
2	Central Plant	190 W Pennington	M-F	6,517	\$571.27	\$69.17	\$7,790.01		24 limit night	yes	yes	
3	Administration Bldg A Level Fl. 1-11, B level cafeteria	130 W. Congress	M-F	94,000	\$6,516.07	\$13,579.49	\$78,192.82		24 limit night	yes	yes	
4	Superior Court General Cleaning* (11 floors)	110 W. Congress	M-F	170,000	\$9,952.35	\$20,740.71	\$119,428.25	Courts after every use, emblem no buffing	5 pm to 2 am	yes	yes	
5	Superior Court Restrooms/Kitchens*	110 W. Congress	M-F	26,000	n/a	\$4,678.53	\$56,142.33	More than once a day often required	6 am to 12 am	yes	yes	
6	B-Level Holding Cells	110 W. Congress	M-F	2,500	n/a	\$326.14	\$3,913.67		6 am to 12 am	yes	yes	
7	Old Courthouse (3 floors, basement)	115 N. Church	M-F	96,000	\$6,925.74	\$14,433.24	\$83,108.89	Courts after every use.	6 am to 12 am	yes	yes	
8	Old Courthouse (Sunday Cleaning)	115 N. Church	Sunday's	531	n/a	\$234.99	\$2,819.93	2nd fl 4 restrooms, ground fl 2	6 am to 12 am		yes	4.0
9	El Presidio Garage Offices / RRms	165 W. Alameda	M-F	1,700	\$124.62	\$259.71	\$1,495.44		6 am to 12 am	yes	yes	
10	Government Center Recycling	Various locations	1 x week		\$985.37	n/a	\$11,824.44		6 am to 12 am	yes	yes	
LEGAL SERVICES BUILDING (LSB) AREA												
11	Legal Services Building (20 floors, basement)	32 N. Stone	M-F	170,000	\$10,068.02	\$20,981.76	\$120,816.28		6 am to 7 pm	yes	yes	
12	Legal Services Recycling	LSB Building	1 x week		\$985.37	n/a	\$11,824.44	2 restaurants not cleaned	6 am to 7 pm	yes	yes	186.0
BANK OF AMERICA BUILDING												
13	Bank of America Building (16 floors)	33 N. Stone Ave	M-F	130,000	\$8,231.50	\$17,154.45	\$98,778.03	Interior Windows must be cleaned	5 pm to 2 am	yes	on demand	
14	Bank of America Building - Private Tenants	33 N. Stone Ave	M-F	80,000	\$5,072.40	\$5,764.09	\$59,169.03	Vacuum, mop, every day	5 pm to 2 am	yes	on demand	
15	Bank of America Building - Recycling	33 N. Stone Ave	1 x week		\$985.37	n/a	\$11,824.44		Bar to 5 pm	yes	yes	244.5
PUBLIC WORKS CENTER												
16	County Side (9 floors)	201 N. Stone	M-F	122,000	\$6,787.67	\$14,145.50	\$81,452.03		6 am to 7 pm	yes	yes	
17	City Side (6 floors)	201 N. Stone	M-F	58,000	\$4,873.35	\$5,537.90	\$66,454.78		6 am to 7 pm	yes	yes	
18	Public Work Recycling	201 N. Stone	1 x week		\$985.37	n/a	\$11,824.44			yes	yes	
VARIOUS COUNTY BUILDINGS												
19	Flood Control - 97 E. Congress (3 floors, basement)	97 E. Congress	M-F	42,000	\$3,220.00	\$6,710.47	\$38,639.96	Courts after every use.	5 pm to 2 am	yes	yes	89.0
20	Joel Valdez Main Library (4 floors, basement)	101 N. Stone Ave	7 x week full	98,000	\$11,602.74	\$13,184.94	\$158,219.25	Day porter 5 days, 8 hours (8 hrs 7-12)	8 pm to 8 am	yes	yes	200.0
21	Health-Teresa Lee	332 S. Freeway	M-F	9,700	\$1,166.16	\$1,325.18	\$15,902.13		5 pm to 2 am	yes	yes	26.5
22	School Administration Building (4 floors, basement)	200 N. Stone	M-F	23,395	\$1,421.40	\$2,962.20	\$17,066.80	Building will be fully occupied by June	5 pm to 2 am	yes	yes	45.0
23	El Banco Building	801 W. Congress	M-F	5,500	\$478.01	\$996.18	\$5,736.15	visit during day by day porter, night clean, 2nd floor no occupancy sweep only, courts after every use	6 am to 12 am	yes	yes	20.0
24	160 N. Stone - Courts (3 floors)	160 N. Stone	M-F	17,480	\$1,507.49	\$1,595.30	\$18,089.85		8 pm to 2 am	yes	yes	56.0
25	Total Monthly Cost Current Service Listed Above					\$97,041.75	\$1,164,500.98					
26	Total Yearly Cost Listed Above (Line #24 x 12 MO)											

EXHIBIT B (AM01): UNIT PRICES (Net 30 Days Payment Term)

27	Add'l Services Listed Below Total Yearly Cost (Line#44)								
28	Grand Total Yearly (Line # 26 + #27)								
	Grand Total Five (5) Year (Line #28 x 5 YR)								
29	Extra Services Rate Per Hour (includes washing ext grind floor windows)								
30	Extra Services Carpet Cleaning p/sqft								
31	Extra Services Hard Floor Strip/Wax p/sqft								
32	Minimum Service Charge (if less than one hour)								
33	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft								
34	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft								
35	Cost for Power Wash of sidewalk p/job lrg over 2500 - 4000 sq ft								
36	Complete cleaning of chairs per chair								
37	Add'l Services Total Monthly Cost (Lines 28-36)								
38	Add'l Services Total Yearly Cost (Lines #37 x 12)								
39	Cost of Power Wash for El Presidio Garage								
40	Cost of Power Wash for A and B level at Downtown complex								
41	Cost of Power Wash for Public Works Garage								
42	Cost of Power Wash for B of A Garage								
43	Cost of Power Wash for Legal Services Garage								
44	Add'l Services Total Yearly Cost (Line #38+#39+#40+#41+#42+#43)								

\$56,848.91	
\$1,221,349.90	
TOTAL BID\$ 66,106,749.49	
	1,653.0

Information provided on this sheet is as close to accurate as possible but the COUNTY cannot guarantee its veracity and recommends verification by vendor.
 Potential Minimum Weekly Manhours is provided as a guideline but not intended to suggest what the actual hours may be.
 * Yellow area (shaded) represents current service level. The bid will be evaluated by current service level. Please provide alternate pricing for increased or reduced service level for possible future adjustments.

EXHIBIT C (AM01): SERVICE SITE AND INVENTORY DATA

ID	Location	Description	Frequency	Total Capital	Total WCT	Other Surface	Total RR	Total Kitchens	Total RR Sinks	Wash	Washless	Total Towel Dispensers	Total TP dispensers	Total Total Soap Dispensers	Soap Dispensers	Sinks Total	Shower Sinks	Locker Rooms	Sanitary/ Main/ Disposal	Estimated Occupants	Estimated Visitors Daily	Other Surface	Type Towel Dispensers	Type TP dispensers	Seat Dispensers	Soap Dispensers		
																											Total Carpet	Total WCT
1	Administration West (6 floors)	150 W Congress	2 full 5 RRK	90,000	78,100	4,687	18	5	29	7	4	20	29	23	17	28	0	0	0	385	500	the raised floor	Scott, Tok	Tok, K Clark U	Tok, Anderson	Waste	Waste	
2	Central Post	150 W Fremont	5 per week	6,517	0	6,517	2	0	3	1	0	2	3	0	2	4	0	1	1	780	300	the concrete	Scott, Tok	Tok, K Clark U	Waste	Waste		
3	Administration Bldg A Level F1 1-11 Below catwalks	150 W Congress	2 full 5 RRK	84,000	70,697	12,907	28	11	46	18	0	37	46	41	33	61	0	0	20	440	125	the	KC, Tok, Scott, GP, Scott, KC	Waste	Waste	Waste		
4	Superior Court General Cleaning (11 floors)	110 W Congress	2 full	170,000	159,235	42,529	100	8	142	47	4	84	142	7	101	119	2	0	24	200	2,050	the concrete	Tok, K Clark U	Tok, K Clark U	Waste	Waste		
5	Superior Court Restroom/Kitchen*	110 W Congress	5 per week	28,000	0	28,000	0	0	0	0	0	0	0	0	0	0	0	0	0	n/a	n/a		Tok, K Clark U	Tok, K Clark U	Waste	Waste		
6	Brand Hooding Cells	110 W Congress	5 per week	2,500	0	441	25	0	25	0	0	0	0	0	0	25	0	0	0	10	50		Tok, K Clark U	Tok, K Clark U	Waste	Waste		
7	Old Courthouse (3 floors basement)	115 N Church	2 full 5 RRK	86,000	96,143	7,858	17	5	27	13	0	25	22	16	28	27	0	0	7	50	200	the concrete	Scott, Tok	Tok, K Clark U	Waste	Waste		
8	Old Courthouse (bundry cleaning)	115 N Church	Sunday's	531	0	531	4	0	11	4	0	5	11	11	8	8	0	0	7	0	100	the	Tok, K Clark U	Scott	Waste	Waste		
9	El Preside Garage Office / Restrs	165 W Alameda	2 full 5 RRK	1,700	1,095	512	2	0	2	1	0	2	2	0	2	2	0	0	0	4	25	the	Tok	SCA	Waste	Waste		
10	Government Center Recycling	Various locations	1 x week																									
LEGAL SERVICES BUILDING (LSB) AREA																												
11	Legal Services Building (20 floors basement)	327 N State	2 full 5 RRK	170,000	130,503	22,819	39	15	63	25	0	43	56	36	47	65	2	2	31	600	100	the porcelain	Tok, Scott	Waste	Waste	Waste	Waste	
12	Legal Services Recycling	LSB Building	1 x week																									
BANK OF AMERICA BUILDING																												
13	Bank of America Building (16 floors)	331 N State Ave	2 full 5 RRK	130,000	109,277	8,802	37	19	89	27	0	43	68	81	43	83	0	0	32	640	350	the wood	Tok, single/del	SCA, red	Waste	Waste	Waste	
14	Bank of America Building - Private Tenants	331 N State Ave	5 per week	80,000																								
15	Bank of America Building - Recycling	331 N State Ave	1 x week																									
PUBLIC WORKS CENTER																												
16	County Side (6 floors)	201 N State	2 full 5 RRK	122,000	92,339	24,898	21	11	36	12	0	40	35	26	25	51	0	0	22	1,200	100	the	Tok, Scott	Waste	Waste	Waste	Waste	
17	City Side (6 floors)	201 N State	2 full 5 RRK	26,000	54,488	3,258	13	0	18	5	0	20	18	15	20	28	0	0	10	500	80	the	Tok, Scott	Waste	Waste	Waste	Waste	
18	Public Work Recycling	201 N State	1 x week																									
VARIOUS COUNTY BUILDINGS																												
19	Flood Control 97 E Congress (3 floors basement)	97 E Congress	2 full 5 RRK	42,000	31,137	8,121	12	3	26	10	0	13	25	20	23	35	0	0	12	80	25	the manomulm ice	sea		Kimberly, C	Kimberly, C	Waste	Waste
20	Joel Valdez Mani Library (4 floors basement)	101 N State Ave	7 x week full	90,000	82,832	9,616	14	2	29	11	0	7	29	17	23	43	2	1	19	104	165	the arazzo	Tok, single/del	Tok	Waste	Waste	Waste	
21	Health - Tenaca lan	332 S Fremont	5 x per week full	9,700	3,452	5,803	4	1	337	1	0	10	6	2	12	13	0	0	0	30	50	the	Kimberly, C	Kimberly, C	Waste	Kimberly, C	Waste	
22	School Administration Building (4 floors basement)	280 N State	2 full 5 RRK	23,395	9,038	10,290	2	0	4,967	2	0	2	2	2	3	3	0	0	2	75	50	the	Tok, single/del	del del	Waste	Waste	Waste	
23	El Baked Building	801 W Congress	2 full 5 RRK	5,500	1,399	3,729	4	0	432	0	1	5	5	1	4	5	0	0	0	n/a	n/a	the	Kimberly, C	Kimberly, C	Waste	Kimberly, C	Waste	
24	Cour Annex - 180 (3 floors)	160 N State	2 full 5 RRK counts every use	17,460	9,822	2,734	5	2	8	1	0	6	8	6	7	9	0	0	2	45	100	the concrete	single/del	del del	Kimberly, C	Kimberly, C	Waste	Kimberly, C



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: ESS FACILITY SERVICES, INC.

Description of Services: Janitorial

Job Location: Downtown Facilities

(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 thirty-two cents (\$11.32) per hour.

AND/OR

I do hereby agree to pay all eligible employees working on the above contract a wage of no less than ten dollars and seven cents (\$10.07) 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 thirty-two cents (\$11.32) per hour and the requested monthly wage if no less than ten dollars and seven cents (\$10.07) per hour. In essence, the **employer paid portion** of benefits must have a monthly value of two-hundred sixteen dollars and sixty-six cents (\$216.66). This equals the one dollar and twenty-five cents (\$1.25) 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: ESS Facility Services

AUTHORIZED SIGNATURE: [Signature] DATE: 5/29/13

Howard Kurn
 PRINTED NAME

G.M.
 TITLE OF AUTHORIZED

END OF EXHIBIT D (AM01)