

BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 07/01/2014

ITEM SUMMARY, JUSTIFICATION and/or SPECIAL CONSIDERATIONS

Amendment of Award: Contract # MA-PO-1200000000000000651, Amendment # 02, ISS Facility Services, Inc., to provide janitorial services for Downtown facilities, increase Living Wage adjusted by County, increase 2.5% in pricing for each service site, increase contract amount by \$30,600.00, 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 \$1,221,400.00. The contract's current termination date is 06/30/2017, historical requirements and expenditures average about \$96,400.00 per month, and as of 06/13/2014 the contract has an unused contract amount of \$3,726,163.79. Due to a 1.6% increase in County mandated Living Wage and a 9.2% cost increase in janitorial materials the contractor has requested a 2.5% pricing increase for each site.

If the requested action is approved the resulting annual award amount will be \$1,252,000.00.

This contract amendment is required to 1) amend County Living Wage; 2) 2.5% pricing increase for each site and 3) add \$30,600.00.

Effective Date: 07/01/2014
Termination Date: 06/30/2017
Original Contract Amount: \$ 5,620,500.00
Prior Amendment Amounts: \$ 419,200.00
This Amendment Amount: \$ 30,600.00
Revised Contract Amount: \$6,070,300.00
Contract Officer: Nina Schatz, 724-8719, Procurement Department
Payment System: AMS

Contract number: MA-PO-12*651-02
Effective Date: 7-1-14
Term Date: 6-30-17
Cost: \$30,600.00
Revenue: _____
Total: _____ NTE: _____
Action
Renewal By: 4-1-17
Term: 6-30-17
Reviewed by: _____

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

Ver. - 9 To: COB - 6-18-14
Vendor - 1 Agenda - 7-1-14
Pgs. - 6

Procure Dept 06/17/14 PM01:40

<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.: Two (02)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;">CONTRACT</td> </tr> <tr> <td>NO.</td> <td><u>MA-PO-13000000000000000651</u></td> </tr> <tr> <td>AMENDMENT NO.</td> <td><u>02</u></td> </tr> <tr> <td colspan="2"> This number must appear on all invoices, correspondence and documents pertaining to this contract. </td> </tr> </table>	CONTRACT		NO.	<u>MA-PO-13000000000000000651</u>	AMENDMENT NO.	<u>02</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
CONTRACT									
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AMENDMENT NO.	<u>02</u>								
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ORIG. CONTRACT TERM: 07/01/12 – 06/30/17	ORIG. CONTRACT AMOUNT:	\$5,620,500.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/17	PRIOR AMENDMENTS:	\$ 419,200.00
TERMINATION THIS AMENDMENT: 06/30/17	AMOUNT THIS AMENDMENT:	\$ 30,600.00
	REVISED CONTRACT AMOUNT:	\$6,070,300.00

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, and

WHEREAS, CONTRACTOR and COUNTY, pursuant to Article III – Compensation and Payment, have agreed to a 2.5% increase in Unit Price of Exhibit B; 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:

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

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

To: "...in amount not to exceed six million seventy thousand three hundred dollars (\$6,070,300.00)."

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

Remove Exhibit B (AM01): Unit Prices (Net 30 Days Payment Term) in its entirety and replace with **Exhibit B (AM02): Unit Prices (Net 30 Days Payment Term)**.

CHANGE: ARTICLE III – COMPENSATION AND PAYMENT:

Remove Exhibit D (AM01): Living Wage Requirements and Certificate in its entirety and replace with **Exhibit D (AM02): Living Wage Requirements and Certificate**.

The effective date of this Amendment shall be July 1, 2014.

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 Kern G.M.

Printed Name and Title

6/16/14

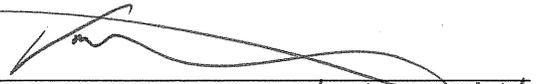
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM



Deputy County Attorney *for Marc Stokely Ky*

TOBIN ROSEN

Printed Name

6/16/14

Date

EXHIBIT B (AM02): UNIT PRICES (Net 30 Days Payment Term)

Line #	Location Downtown Facilities *Employees need security check clearance	Address	Current Freq. of Service (days)	Approximately Cleaning Sq. Ft.	Pricing for Standard Service*	Pricing for Full Service*	Extended Annual	Site Specific Services	Hours Available to Clean	Day Service	Night Service	Day Porter	Potential Weekly Minimum Manhours	
DOWNTOWN COMPLEX														
1	Administration West (6 floors)	150 W. Congress	M-F	90,000	\$6,320.63	\$13,172.19	\$75,847.53	Includes paint shop	24, limit night	yes	yes	yes	611.0	
2	Central Plant	190 W Penington	M-F	6,517	\$585.55	\$665.40	\$7,984.76		24, limit night	yes	yes	yes		
3	Administration Bldg. A Level, Fl. 1-11, B level cafeteria	130 W. Congress	M-F	94,000	\$6,678.97	\$13,916.97	\$80,147.64		24, limit night	yes	yes	yes		
4	Superior Court General Cleaning* (11 floors)	110 W. Congress	M-F	170,000	\$10,201.16	\$21,259.22	\$122,413.96	Courts after every use, emblem no buffing	5 pm to 2 am	yes	yes	yes		
5	Superior Court Restrooms/Kitchens*	110 W. Congress	M-F	26,000	n/a	\$4,795.49	\$5,545.89	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	\$334.29	\$4,011.51		6 am to 12 am		yes			
7	Old Courthouse (3 floors, basement)	115 N. Church	M-F	96,000	\$7,098.88	\$14,794.07	\$85,186.61	Courts after every use.	6 am to 12 am		yes	yes		
8	Old Courthouse (Sunday Cleaning)	115 N. Church	Sunday's	531	n/a	\$240.87	\$2,890.43	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	\$127.74	\$266.20	\$1,532.82		6 am to 12 am	yes				
10	Government Center Recycling	Various locations	1 x week		\$1,010.00	n/a	\$12,120.05		6 am to 12 am	yes				
LEGAL SERVICES BUILDING (LSB) AREA														
11	Legal Services Building (20 floors, basement)	32 N. Stone	M-F	170,000	\$10,319.72	\$21,506.30	\$123,836.69		6 am to 7 pm	yes			171.0	
12	Legal Services Recycling	LSB Building	1 x week		\$1,010.00	n/a	\$12,120.05		6 am to 7 pm	yes				
BANK OF AMERICA BUILDING														
13	Bank of America Building (16 floors)	33 N. Stone Ave.	M-F	130,000	\$8,437.29	\$17,583.31	\$101,247.48	2 restaurants not cleaned					186.0	
14	Bank of America Building - Private Tenants	33 N. Stone Ave.	M-F	80,000	\$5,199.21	\$5,908.19	\$70,898.26	Interior Windows must be cleaned	5 pm to 2 am		yes	on demand		
15	Bank of America Building - Recycling	33 N. Stone Ave.	1 x week		\$1,010.00	n/a	\$12,120.05	Vacuum, mop, every day	5 pm to 2 am		yes	on demand		
PUBLIC WORKS CENTER														
16	County Side (9 floors)	201 N. Stone	M-F	122,000	\$6,957.36	\$14,499.14	\$83,488.33		6 am to 7 pm	yes		yes	244.5	
17	City Side (6 floors)	201 N. Stone	M-F	58,000	\$5,120.06	\$5,676.35	\$68,116.15		6 am to 7 pm	yes		yes		
18	Public Work Recycling	201 N. Stone	1 x week		\$1,010.00	n/a	\$12,120.05			yes				
VARIOUS COUNTY BUILDINGS														
19	Flood Control - 97 E. Congress (3 floors, basement)	97 E. Congress	M-F	42,000	\$3,300.50	\$6,878.23	\$39,605.95	Courts after every use.	5 pm to 2 am		yes		89.0	
20	Joel Valdez Main Library (4 floors, basement)	101 N. Stone Ave	7 x week full	98,000	\$12,190.13	\$13,514.56	\$162,174.73	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	\$1,225.19	\$1,358.31	\$16,299.68		5 pm to 2 am		yes		26.5	
22	School Administration Building (4 floors, basement)	200 N Stone	M-F	23,395	\$1,456.94	\$3,036.25	\$17,483.22	Building will be fully occupied by June	5 pm to 2 am		yes		45.0	
23	El Banco Building	801 W Congress	M-F	5,500	\$489.96	\$1,021.08	\$5,879.56		6 am to 12 am		yes		20.0	
24	160 N Stone - Courts (3 floors)	160 N. Stone	M-F	17,480	\$1,545.17	\$1,595.30	\$18,542.10	visit during day by day porter, night clean, 2nd floor no occupancy sweep only, courts after every use	8 pm to 2 am		yes		56.0	
25	Total Monthly Cost Current Service Listed Above													\$99,467.79
26	Total Yearly Cost Listed Above (Line #24 x 12 MO)													\$1,193,613.51

EXHIBIT B (AM02): UNIT PRICES (Net 30 Days Payment Term)

Line #	Location Downtown Facilities *Employees need security check clearance	Address	Current Freq. of Service (days)	Approximately Cleaning Sq. Ft.	Pricing for Standard Service*	Pricing for Full Service*	Extended Annual	Site Specific Services	Hours Available to Clean	Day Service	Night Service	Day Porter	Potential Weekly Minimum Manhours
27	Add'l Services Listed Below Total Yearly Cost (Line#44)						\$58,270.14						
28	Grand Total Yearly (Line # 26 + #27)						\$1,251,883.65						
	Grand Total Five (5) Year (Line #28 x 5 YR)					TOTAL BID\$	\$6,259,418.23						1,653.0

Additional Services Per Exhibit A: Scope of Services		U/P\$ Monthly	Est. Annual Usage Q'ty	Est. Monthly Usage Q'ty	Price Month
29	Extra Services Rate Per Hour (includes washing ext grnd floor windows)	\$14.52	720	60	\$870.99
30	Extra Services Carpet Cleaning p/sqft	\$0.08	48144	4,012	\$338.85
31	Extra Services Hard Floor Strip/Wax p/sqft	\$0.16	48144	4,012	\$635.35
32	Minimum Service Charge (if less than one hour)	\$26.39	120	10	\$263.94
33	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft	\$26.39	48	4	\$105.58
34	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft	\$29.03	48	4	\$116.13
35	Cost for Power Wash of sidewalk p/job lrg over 2500 - 4000 sq ft	\$31.67	60	5	\$158.36
36	Complete cleaning of chairs per chair	\$2.64	3600	300	\$791.81
37	Add'l Services Total Monthly Cost (Lines 28 -35)				\$3,281.02
38	Add'l Services Total Yearly Cost (Lines #37 x 12)				\$39,372.21
Additional Services Per Exhibit A: Scope of Services		U/P\$ Each	Approximate Sq Ft	Est. Qty Per Year	Price Per Year
39	Cost of Power Wash for El Presidio Garage	\$2,375.44	231,592	2 per annum	\$4,750.88
40	Cost of Power Wash for A' and B' level at Downtown complex	\$2,375.44	227,669	2 per annum	\$4,750.88
41	Cost of Power Wash for Public Works Garage	\$2,375.44	258,769	2 per annum	\$4,750.88
42	Cost of Power Wash for B of A Garage	\$580.66	11,365	2 per annum	\$1,161.33
43	Cost of Power Wash for Legal Services Garage	\$1,741.99	33,400	2 per annum	\$3,483.98
44	Add'l Services Total Yearly Cost (Line #38+#39+#40+#41+#42+#43)				\$58,270.14

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 D (AM02): 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

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PIMA COUNTY PROCUREMENT
 130 W. CONGRESS ST., 3RD FLOOR
 TUCSON, ARIZONA 85701-1317
 TELEPHONE (520) 724-8161, FAX (520) 222-1484

12 * 651

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: ISS Facility Services, Inc.

Description of Services: Janitorial

Job Location: ALL Pima County Buildings (DIT, Outlying A, Outlying B, ATO)

(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 fifty-one cents (\$11.51) 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 twenty-four cents (\$10.24) 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 fifty-one cents (\$11.51) per hour and the requested monthly wage if no less than ten dollars and twenty-four cents (\$10.24) per hour. In essence, the **employer paid portion** of benefits must have a *monthly* value of two-hundred twenty dollars and thirteen cents (\$220.13). This equals the one dollar and twenty-seven cents (\$1.27) 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: ISS Facility Services

AUTHORIZED SIGNATURE: DATE: 4/8/14

HOWARD KORN
 PRINTED NAME

General Manager
 TITLE OF AUTHORIZED