

**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-1300000000000000164, Amendment # 02, New Image Building Services, LLC, to provide janitorial services for Abrams facilities, revise service site and inventory data, increase Living Wage adjusted by County, increase pricing by 5%. Funding Source: General Funds Administering Department: Facilities Management

**BACKGROUND**

The contract was initially awarded by the Board of Supervisors on 11/13/2012 for a four year and 9 month contract in the total amount of \$911,619.20. The current annual award amount is \$191,919.00. The contract's current termination date is 06/30/2017, historical requirements and expenditures average about \$12,200.00 per month, and as of 06/13/2014 the contract has an unused contract amount of \$619,319.23. Due to a 1.6% increase in County mandated Living Wage and a 22.5% and increases in materials cost and the amount of materials required to maintain desired service levels the contractor has requested a 5% increase in pricing. The unit prices are similar to those included in other janitorial service contracts. After review, the Facilities Management Department has determined that these facilities have greater maintenance demands and standards than other facilities that were not contemplated in the initial contract; healthcare environment and greater access by the public, that justify the increase in materials usage, and that the request for a price increase is justified.

This contract amendment is required to: 1) update service site and inventory data; 2) amend County Living Wage and 3) 5% price increase.

Effective Date: 0701/2014  
Termination Date: 06/30/2017  
Original Contract Amount: \$ 911,619.20  
Prior Amendment Amounts: \$  
This Amendment Amount: \$ 0.00  
Revised Contract Amount: \$911,619.20  
Contract Officer : Nina Schatz, 724-8719, Procurement Department  
Payment System: AMS

Contract Number: MA-PO-13-164-02  
Effective Date : 7-1-14  
Term Date : 6-30-17  
Cost : /  
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. - 7  
Vendor - 1  
Pgs. 6  
To: CoB - 6-18-14  
Agenda - 7-1-14  
(1)

Procure Dept 05/17/14 PM 01:40

<p><b>PIMA COUNTY DEPARTMENT OF FACILITIES MANAGEMENT</b></p> <p><b>PROJECT:</b> Janitorial Services Abrams Facilities</p> <p><b>CONTRACTOR:</b> New Image Building Services, LLC</p> <p><b>CONTRACT NO.:</b> MA-PO-13000000000000000164</p> <p><b>CONTRACT AMENDMENT NO.:</b> Two (02)</p>	<table border="1"> <tr> <td colspan="2" style="text-align: center;"><b>CONTRACT</b></td> </tr> <tr> <td><b>NO.</b></td> <td><u>MA-PO-13000000000000000164</u></td> </tr> <tr> <td><b>AMENDMENT NO.</b></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>	<b>CONTRACT</b>		<b>NO.</b>	<u>MA-PO-13000000000000000164</u>	<b>AMENDMENT NO.</b>	<u>02</u>	This number must appear on all invoices, correspondence and documents pertaining to this contract.	
<b>CONTRACT</b>									
<b>NO.</b>	<u>MA-PO-13000000000000000164</u>								
<b>AMENDMENT NO.</b>	<u>02</u>								
This number must appear on all invoices, correspondence and documents pertaining to this contract.									

<b>ORIG. CONTRACT TERM:</b> 11/01/12 – 06/30/17	<b>ORIG. CONTRACT AMOUNT:</b> \$911,619.20
<b>TERMINATION DATE PRIOR AMENDMENT:</b> 06/30/17	<b>PRIOR AMENDMENTS:</b> \$ 0.00
<b>TERMINATION THIS AMENDMENT:</b> 06/30/17	<b>AMOUNT THIS AMENDMENT:</b> \$ 0.00
	<b>REVISED CONTRACT AMOUNT:</b> \$911,619.20

**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 a 5% 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:

- 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 C Service Site and Inventory Data in its entirety and replace with **Exhibit C (AM02): Service Site and Inventory Data**.
- 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.

(The Reminder Of This Page Is Intentionally Left Blank)

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

Ligia Ponce, Manager  
\_\_\_\_\_  
Printed Name and Title

6/17/14  
\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Deputy County Attorney *for Marc Nabelsky*

**TOBIN ROSEN**  
\_\_\_\_\_  
Printed Name

6/18/14  
\_\_\_\_\_  
Date

**EXHIBIT B (AM02): UNIT PRICES (NET 30 DAY PAYMENT TERMS)**

Line #	Location Abrams 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	
1	Unoccupied Space (includes maintenance areas)	3950 S. Country Club, 2nd floor	1 X Month	23,586	\$1,287.80	\$1,415.16	\$16,981.92		5 pm to 7 am		yes	yes	25	
2	Abrams Building County Cleaned Spaces	3950 S. Country Club Road	M-Sat.	110,508	\$12,067.47	\$13,260.96	\$159,131.52	Saturday W/C area clean (4 hrs)	24 hrs		yes	8 hours M-F	145	
3	Central Supplies Warehouse	2880 E. Ajo Way	M-F	4,000	\$409.10	\$470.23	\$5,642.78		5 pm to 7 am		yes		15	
4	Total Monthly Cost Current Service Listed Above													
5	Total Yearly Cost Listed Above (Line #3 x 12 MO)													
6	Add'l Services Listed Below Total Yearly Cost (Line #15)													
7	Grand Total Yearly (Line #4 + #5)													
Grand Total Five (5) Year (Line #7 x 5 YR)							TOTAL BIDS	\$943,036.55	32 floor drains need daily treatment; Toilet seat dispensers in use, no holders. Conference rooms clean daily, extract monthly Public areas need daily mopping, vacuuming Keys are kept in building, only supv has badge to enter					185
<b>Additional Services Per Exhibit A: Scope of Services</b>														
			U/P\$	Est. Monthly Usage Qty	Price Month	Extended Annual								
8	Extra Services Rate Per Hour (includes washing ext grnd floor windows)		\$20.28	10	\$202.78	\$2,433.38								
9	Extra Services Carpet Cleaning p/sqft		\$0.11	500	\$54.08	\$648.90								
10	Extra Services Hard Floor Strip/Wax p/sqft		\$0.13	420	\$54.51	\$654.09								
11	Minimum Service Charge (if less than one hour)		\$91.93	1	\$91.93	\$1,103.13								
12	Cost for Power Wash of entryways and west patios		\$135.19	1	\$135.19	\$1,622.25								
13	Complete cleaning of chairs per chair		\$3.24	10	\$32.45	\$389.34								
14	Add'l Services Total Monthly Cost				\$570.92									
15	Add'l Services Total Yearly Cost					\$6,851.09								

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 (AM02): SERVICE SITE AND INVENTORY DATA**

GROUP 5: ABRAMS FACILITIES				Total Urinals																									
Line #	Location Abrams Facilities	Address	Current Freq. of Service (days)	Approximately Cleaning Sq. Ft.	Total Carpet	Total VCT	Other Surface	Total RR	Total Kitchens	Total RR Stalls	Water	Waterless	Total Towel dispensers	Total TP dispensers	Total Toilet Seat dispensers	Soap dispensers	Sinks Total	Shower Stalls	Locker Rooms	Sanitary Napkin Disposal	Estimated Occupants	Estimated Visitors Daily	Other Surface	Type Towel dispensers	Type TP dispensers	Total Toilet Seat dispensers	Soap dispensers		
1	Abrams UdA Space County Run (2nd and 3rd Fl)	3950 S. Country Club, 2nd floor	2 full 5 RRK	22,880	22,000	880	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	75							
2	Abrams Building County Occupied	3950 S. Country Club Road	2 full 5 RRK	87,828	78,250	8,474	904	25	9	56	0	16	51	65	0	35	50	0	0	0	49	350	285	tile, stone	Kimberley C	Kimberley C	Kimberley C	Kimberley C	
3	Central Supplies Warehouse	2980 E. Ajo Way	2 full 5 RRK	4,000	0	0	4,000	1	0	1	0	0	2	1	1	2	2	0	0	0	0	4	0	all concrete	Kimberley C	Kimberley C	Kimberley C	Kimberley C	
4	Abrams Building Maintenance Areas	3950 S. Country Club Road	1 X Month	12,746	0	774	11,972	0	0	0	0	0	0	0	0	1	1	0	0	0	0	4	0	concrete	Kimberley C	Kimberley C	Kimberley C	Kimberley C	
5	Abrams Building Unoccupied Space	3950 S. Country Club Road	1 X Month	10,840	10,840	0	0	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	concrete	Kimberley C	Kimberley C	Kimberley C	Kimberley C	
6	Abrams Building Tenant Occupied Space	3950 S. Country Club Road	Not County	53,315	45,375	7,890	50	0	1	0	0	0	3	0	0	7	7	0	0	0	100	0	concrete	Kimberley C	Kimberley C	Kimberley C	Kimberley C		

191,409

## 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

13\*164

**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: New Image Building Services LLC

Description of Services: Janitorial

Job Location: 3950 S. Country Club (Abrams Bldg)

(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: \_\_\_\_\_

AUTHORIZED SIGNATURE: [Signature] DATE: 4/29/14

[Signature]  
 PRINTED NAME

Manager  
 TITLE OF AUTHORIZED