



BOARD OF SUPERVISORS AGENDA ITEM REPORT **CONTRACTS / AWARDS / GRANTS**

Requested Board Meeting Date: May 17, 2016

or Procurement Director Award ☐

Contractor/Vendor Name (DBA): ISS Facility Services, Inc.

Project Title/Description:

Janitorial Services Downtown Facilities

Purpose:

Amendment of Award: Master Agreement No. MA-PO-12-651, Amendment No. Four (4). This contract amendment increases service fees for each site by 0.95%, updates Exhibit C: Service Site and Inventory Data - Downtown (Add: Public Services Building and Day Porter Service at 110-130-150 West Congress. Discontinue: 160 N Stone Avenue - Courts) and amends the County's living wage requirements. No additional funding required through remainder of term (06/30/2017).

Administering Department: Facilities Management.

Procurement Method:

Pursuant to Pima County Procurement Code 11.20.010 Competitive Sealed Bidding, Solicitation #36839 was conducted. On 05/12/2012, the Board of Supervisors approved an award of six (6) contracts in a cumulative amount of \$12,786,500.00 with five (5) year terms. The award included the authority for the Procurement Director to reallocate the award amounts among the contracts without further action by the Board of Supervisors provided that the sum of the revised contract amounts did not exceed the sum of the contract award amounts. Master Agreement MA-PO-12-651 was approved for a cumulative 5-year contract amount of \$5,620,500.00.

Amendment 1: On 06/18/2013, the Board of Supervisors approved an Amendment of Award to increase service fees for each site by 3%, update Exhibit C: Service Site and Inventory Data - Downtown, amend the County's living wage requirements, and increase award by \$419,200.00 to a cumulative amount of \$6,039,700.00.

Amendment 2: On 07/01/2014, the Board of Supervisors approved an Amendment of Award to increase service fees for each site by 2.5%, amend the County's living wage requirements, and increase award by \$30,600.00 to a cumulative amount of \$6,070,300.00.

Amendment 3: On 07/07/2015, the Board of Supervisors approved an Amendment of Award to increase service fees for each site by 1.5%, update Exhibit C: Service Site and Inventory Data - Downtown, amend the County's living wage requirements, and increase award by \$666,870.00 to a cumulative amount of \$6,737,170.00.

Attachment: Master Agreement MA-PO-12-651, Amendment No. Four (4).

Program Goals/Predicted Outcomes:

County buildings in the downtown area will be cleaned on a regular basis.

Public Benefit:

County buildings in the downtown area will be clean and sanitary for public use.

Metrics Available to Measure Performance:

Services performed as scheduled with periodic inspections.

Retroactive:

No

Procure Dept 05/02/16 PM02:58

Original Information

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

Cost to Pima County General Fund: _____

Contract is fully or partially funded with Federal Funds? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Were insurance or indemnity clauses modified? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards
Vendor is using a Social Security Number? ☐ Yes ☐ No ☐ Not Applicable to Grant Awards

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 12-651
Amendment No.: 4 AMS Version No.: 13
Effective Date: 07/07/2016 New Termination Date: _____
☒ Expense ☐ Revenue ☒ Increase ☐ Decrease Amount This Amendment: \$0.00
Funding Source(s): General Fund

Cost to Pima County General Fund: \$0.00

Contact: Julie K McWilliams, Commodity Contracts Officer Julie K. McWilliams 4/20/16 mdh 4/21/16
Department: Procurement Maggie 4/21/16 Telephone: _____
Department Director Signature/Date: _____ 4/25/16
Deputy County Administrator Signature/Date: _____ 5-2-16
County Administrator Signature/Date: _____ C. R. DeWitt 5/2/16
(Required for Board Agenda/Addendum Items)



MASTER AGREEMENT

PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES CONTRACT EXECUTION

Master Agreement No: 1200000000000000651

MA Version: 13

Page: 1

Description: Janitorial Services Downtown Facilities IFB 36839

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Pima County Procurement Department
130 W. Congress St. 3rd Fl
Tucson AZ 85701

Issued By: JULIE MCWILLIAMS
Phone: 5207243718
Email: julie.mcwilliams@pima.gov

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Initiation Date: 07-07-2015

Expiration Date: 06-30-2017

NTE Amount: \$6,737,170.00

Used Amount: \$5,039,154.45

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ISS FACILITY SERVICES INC

3860 S PALO VERDE STE 308

TUCSON AZ 85714

Contact: HOWARD KORN
Phone: 520-514-5422
Email: howard.korn@us.issworld.com
Terms: 0.0000 %
Days: 30

Shipping Method: Vendor Method
Delivery Type: STANDARD GROUND
FOB: FOB Dest, Freight Prepaid

Modification Reason

Increase unit pricing 0.95%, update service site and inventory data, and amend Pima County Living Wage effective 7/7/2016. All other terms and conditions remain unchanged. Attachments: Master Agreement, Amendment #4.

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All Transactions and conduct are required to conform to these documents.



MASTER AGREEMENT DETAILS

Master Agreement No: 12000000000000000651

MA Version: 13

Page: 2

Line	Description					
1	Janitorial Services Downtown Facilities					
	Service Contract Amt			Service From	Service To	
	\$0.00			07-07-2015	06-30-2017	
2	FREE FORM Janitorial Services					
	Service Contract Amt			Service From	Service To	
	\$0.00			07-07-2015	06-30-2017	
3	Extra Svc Per Hour (includes washing ext grd floor windows)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	HOUR	\$14.87			
4	Extra Services Carpet Cleaning p/sqft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	SQFT	\$0.09			
5	Extra Services Hard Floor Strip/Wax p/sqft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	SQFT	\$0.16			
6	Minimum Service Charge (if less than one hour)					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.04			
7	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$27.04			
8	Cost for Power Wash of sidewalk p/job sm up to 2500 sq ft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$29.75			
9	Cost for Power Wash of sidewalk p/job sm up 2500-4000 sqft					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$32.45			
10	Complete cleaning of chairs per chair					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2.7			
11	Cost of Power Wash for El Presidio Garage					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2433.97			
12	Cost of Power Wash for A' and B' level at Downtown complex					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2433.97			
13	Cost of Power Wash for Public Works Garage					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$2433.97			
14	Cost of Power Wash for B of A Garage					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$594.97			
15	Cost of Power Wash for Legal Services Garage					
	Discount	UOM	Unit Price	Stock Code	VPN	MPN
	0.0000 %	EA	\$1784.91			

**PIMA COUNTY DEPARTMENT OF FACILITIES
MANAGEMENT**

PROJECT: Janitorial Services for Downtown Facilities

CONTRACTOR: ISS Facility Services, Inc.

CONTRACT NO.: MA-PO-12000000000000000651

CONTRACT AMENDMENT NO.: Four (04)

CONTRACT

NO. MA-PO-12-651

AMENDMENT NO. 04

This number must appear on all
invoices, correspondence and
documents pertaining to this
contract.

ORIG. CONTRACT TERM: 07/01/12 – 06/30/17	ORIG. CONTRACT AMOUNT:	\$ 5,620,500.00
TERMINATION DATE PRIOR AMENDMENT: 06/30/2017	PRIOR AMENDMENTS:	\$ 1,116,670.00
TERMINATION THIS AMENDMENT: 06/30/17	AMOUNT THIS AMENDMENT:	\$ 0.00
	REVISED CONTRACT AMOUNT:	\$ 6,737,170.00

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 a 0.95% 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 (AM03): Unit Prices (Net 30 Days Payment Term) in its entirety and replace with **Exhibit B (AM04): Unit Prices (Net 30 Days Payment Term) - Downtown.**

And

Remove Exhibit C (AM03): Service Site and Inventory Data in its entirety and replace with **Exhibit C (AM04): Service Site and Inventory Data - Downtown.**

And

Remove Exhibit D: Living Wage Requirements and Certificate in its entirety and replace with **Exhibit D (AM04): Living Wage Requirements and Certificate.**

The effective date of this Amendment shall be July 7, 2016.

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 Korn C.A.

Printed Name and Title

4/18/16

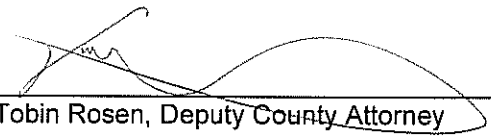
Date

ATTEST

Clerk of Board

Date

APPROVED AS TO FORM



Tobin Rosen, Deputy County Attorney

4/7/16

Date

EXHIBIT B (AM04): UNIT PRICES (Net 30 Days Payment Term) - Downtown

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												611.0
1	Administration West (6 floors)	150 W. Congress	M-F	90,000	\$6,476.38	\$13,496.78	\$77,716.60	Includes paint shop	24, limit night	yes	yes	yes	
2	Central Plant	150 W Panington	M-F	6,517	\$600.19	\$681.79	\$8,181.53		24, limit night	yes	yes	yes	
3	Administration Bldg. A Level, Fl. 1-11, B level cafeteria	130 W. Congress	M-F	94,000	\$6,843.56	\$14,261.97	\$82,122.68		24, limit night	yes	yes	yes	
4	Superior Court General Cleaning* (11 floors)	110 W. Congress	M-F	170,000	\$10,452.55	\$21,783.10	\$125,430.55	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	28,000	n/a	\$4,913.66	\$58,963.97	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	\$342.53	\$4,110.37		6 am to 12 am		yes		
7	Old Courthouse (12 floors, basement) Reduction in Service 9-01-14 27-14 2nd fl. closed 1-01-15	115 N. Church	M-F	81,000	\$0.00	\$0.00	\$0.00	Courts after every use,	6 am to 12 am		yes	yes	
8	Old Courthouse (Sunday Cleaning) Cancel 5-01-15	115 N. Church	Sunday's	531	n/a	\$0.00	\$0.00	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	\$130.88	\$272.76	\$1,570.59		6 am to 12 am	yes			
10	Government Center Recycling	Various locations	1 x week		\$1,034.89	n/a	\$12,418.72		6 am to 12 am	yes			
	LEGAL SERVICES BUILDING (LSB) AREA												171.0
11	Legal Services Building (20 floors, basement)	32 N. Stone	M-F	170,000	\$10,574.03	\$22,036.27	\$126,886.33		6 am to 7 pm	yes			
12	Legal Services Recycling	LSB Building	1 x week		\$1,034.89	n/a	\$12,418.72		6 am to 7 pm	yes			
	BANK OF AMERICA BUILDING							2 restaurants not cleaned					166.0
13	Bank of America Building (16 floors)	33 N. Stone Ave.	M-F	130,000	\$8,645.21	\$18,016.61	\$103,742.47	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	\$5,329.19	\$8,053.78	\$72,645.37	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		\$1,034.89	n/a	\$12,418.72		8 am to 5 pm	yes			
	PUBLIC WORKS CENTER												244.5
16	County Side (9 floors)	201 N Stone	M-F	122,000	\$7,128.81	\$14,856.44	\$85,545.69		6 am to 7 pm	yes		yes	
17	City Side (6 floors)	201 N. Stone	M-F	58,000	\$5,377.39	\$5,816.22	\$69,794.70		6 am to 7 pm	yes		yes	
18	Public Work Recycling	201 N. Stone	1 x week		\$1,034.89	n/a	\$12,418.72			yes	yes		
	VARIOUS COUNTY BUILDINGS												
19	Flood Control - 97 E. Congress (3 floors, basement)	97 E. Congress	M-F	42,000	\$3,381.83	\$7,047.73	\$40,581.94	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	\$12,802.79	\$13,847.59	\$166,171.12	Day porter 5 days, 8 hours (8 hrs 7-12)	8 pm to 8 am		yes	yes	200.0
21	Health-Teresa Lee	1493 S. Commerce Ct	M-F	9,700	\$1,286.77	\$1,391.78	\$16,701.35		5 pm to 2 am		yes		26.5
22	School Administration Building (4 floors, basement)	208 N Stone	M-F	23,395	\$1,492.84	\$3,111.07	\$17,914.05	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	\$502.04	\$1,046.24	\$6,024.44		6 am to 12 am		yes		20.0
24	160 N Stone - Courts (3 floors) Closed 2-01-15	150 W Congress	M-F	17,480									
25	Day Porter 110-130-150 Complex	150 W Congress	M-F	10,000	\$1,531.57	\$3,191.80	\$18,378.69	Clean and empty trash around complex, cardboard bales, powerwash exterior	6 am to 10 am		yes		20.0

EXHIBIT B (AM04): UNIT PRICES (Net 30 Days Payment Term) - Downtown

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
26	Public Services Building	240 N Stone	M-F	295,000	\$21,253.42	\$26,499.25	\$317,991.05	Day Porter 5 days, 6 hours for restrooms	6 pm to 6 am		yes		220.5
27	Total Monthly Cost Service Listed Above					\$120,845.88							
28	Total Yearly Cost Listed Above (Line #27 x 12 MO)						\$1,450,150.57						
29	Add'l Services Listed Below Total Yearly Cost (Line#46)						\$59,979.35						
30	2016-2017 Grand Total Yearly (Line # 28 + #29)						\$1,510,129.92						

Additional Services Per Exhibit A: Scope of Services		Unit/PS Monthly	Est. Annual Usage Q'ty	Est. Monthly Usage Q'ty	Price Month
31	Extra Services Rate Per Hour (includes washing ext gmd floor windows)	\$14.87	720	60	\$892.46
32	Extra Services Carpet Cleaning p/sqft	\$0.09	48144	4,012	\$369.98
33	Extra Services Hard Floor Strip/Wax p/sqft	\$0.16	48144	4,012	\$651.01
34	Minimum Service Charge (if less than one hour)	\$27.04	120	10	\$270.44
35	Cost for Power Wash of sidewalk p/job sm up to 1000 sq ft	\$27.04	48	4	\$108.18
36	Cost for Power Wash of sidewalk p/job mdm up to 2500 sq ft	\$29.75	48	4	\$118.99
37	Cost for Power Wash of sidewalk p/job lrg over 2500 - 4000 sq ft	\$32.45	60	5	\$162.26
38	Complete cleaning of chairs per chair	\$2.70	3600	300	\$811.32
39	Add'l Services Total Monthly Cost (Lines 28 -35)				\$3,304.64
40	Add'l Services Total Yearly Cost (Lines #37 x 12)				\$40,615.73
Additional Services Per Exhibit A: Scope of Services		Unit/PS Each	Approximate Sq Ft	Est. Qty Per Year	Price Per Year
41	Cost of Power Wash for El Presidio Garage	\$2,433.97	231,592	2 per annum	\$4,867.95
42	Cost of Power Wash for A' and B' level at Downtown complex	\$2,433.97	227,669	2 per annum	\$4,867.95
43	Cost of Power Wash for Public Works Garage	\$2,433.97	258,769	2 per annum	\$4,867.95
44	Cost of Power Wash for B of A Garage	\$594.97	11,365	2 per annum	\$1,189.94
45	Cost of Power Wash for Legal Services Garage	\$1,784.01	33,400	2 per annum	\$3,569.83
46	Add'l Services Total Yearly Cost (Line #40+ #41+ #42+ #43+ #44+ #45)				\$59,979.35

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 (AM04): SERVICE SITE AND INVENTORY DATA - DOWNTOWN

[illegible]

EXHIBIT D (AM04): 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 \$11.85 per hour. A contractor may pay its eligible employees a wage of no less than \$10.55 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 \$11.85 per hour. Contractors shall include all costs necessary for complete compliance to the living wage requirement. Pima County Title 11, Chapter 38, *Pima County Living Wage* can be referenced at the following link.

https://www.municode.com/library/az/pima_county/codes/code_of_ordinances?nodeId=TIT11PICOPRCO_CH11.38PICOLIWA

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
- 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.

(Remainder of page intentionally left blank)



PIMA COUNTY PROCUREMENT
130 W. CONGRESS ST., 3RD FLOOR
TUCSON, ARIZONA 85701-1317
TELEPHONE (520) 724-8101, FAX (520) 222-1484

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 are required of this firm.

Yes ☒ No ☐ If no, you must explain all deviations in writing.

Company Name: ISS Facility Services, Inc.

Description of Services: Sanitation Services

Job Location: MTA, Inc., Outlying A, Outlying B, Downtown Bldgs.



(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 eighty-five cents (\$11.85) 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 fifty-five cents (\$10.55) 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 eighty-five cents (\$11.85) per hour and the requested monthly wage of no less than ten dollars and fifty-five cents (\$10.55) per hour. In essence, the employer paid portion of benefits must have a monthly value of two-hundred twenty-five dollars and thirty-three cents (\$225.33). This equals the one dollar and thirty cents (\$1.30) 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, Inc.

AUTHORIZED SIGNATURE: [Signature] DATE: 7/1/16

Howard Kern
PRINTED NAME

General Manager
TITLE OF AUTHORIZED