

ORDINANCE/RESOLUTION REQUEST

Please email requests to the Mayor’s Legislative Team
at MileHighOrdinance@DenverGov.org by **3:00pm on Monday**.

****All fields must be completed.****
Incomplete request forms will be returned to sender which may cause a delay in processing.

Date of Request: 12/31/2013

Please mark one: **Bill Request** or **Resolution Request**

1. Has your agency submitted this request in the last 12 months?

Yes **No**

If yes, please explain:

2. Title: *(Include a concise, one sentence description – please include name of company or contractor and contract control number - that clearly indicates the type of request: grant acceptance, contract execution, amendment, municipal code change, supplemental request, etc.)*

Contract execution for Curb Management Transportation Services agreement with Standard Parking Inc. contract control number 201310370

3. Requesting Agency: Department of Aviation

4. Contact Person: *(With actual knowledge of proposed ordinance/resolution.)*

- **Name:** Amy Raaz
- **Phone:** (303) 342-2201
- **Email:** Amy.Raaz@flydenver.com

5. Contact Person: *(With actual knowledge of proposed ordinance/resolution who will present the item at Mayor Council and who will be available for first and second reading, if necessary.)*

- **Name:** **Dorothy Harris**
- **Phone:** 303-342-4080
- **Email:** **Dorothy.Harris@flydenver.com**

6. General description of proposed ordinance including contract scope of work if applicable:

*****Please complete the following fields:** (Incomplete fields may result in a delay in processing. If a field is not applicable, please enter N/A for that field.)*

a. Contract Control Number: 201310370

b. Duration: 36 months

c. Location: DIA

d. Affected Council District: 11

e. Benefits: The primary objectives of the curb management / cab starter service agreement include providing equal access to airport staging and loading areas for all local taxi companies; dispatching taxis from the holding lot and maintaining a smooth flow of vehicles in the terminal curb loading areas; monitoring the loading of taxis and limousines in the curb areas; interacting with taxi and limousine drivers, their passengers and airport staff; providing information to people using the terminal facilities; ensuring compliance with airport rules and regulations applicable to the curb loading operations; providing additional duties as directed by the City; and maintaining superior levels of customer service.

f. Costs: \$1,033,333.34 per year

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Date: _____

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>
\$3,100,000.00	0	3,100,000.00

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
36	0	January 31, 2017

- g. Date Goals Assigned:** This contract is not subject to the M/WBE ordinance, per D. Lopez (3/22/13)
- h. Goals:** N/A

7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain.

There are none know at this time.

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Date: _____

Key Contract Terms

Vendor/Contractor Name: Standard Parking Corporation

Contract control number: 201310370

City's contract manager: Michael Percy

Was this contractor selected by competitive process? Was it the low bid? Yes. Yes

Term/Duration of contract/project: 36 months (3 years)

Renewal terms: The term of this Agreement shall be for a period of Three (3) years, commencing February 1, 2014 and terminating on January 31, 2017 (Term), unless terminated sooner.

Purpose: Contractor shall operate the Operation of Curbside Transportation Management Services, detailed herein, in compliance with goals, policies and procedures which are set forth in the Agreement.

Scope of services to be provided with performance bench marks: Contractor shall operate the Operation of Curbside Transportation Management Services, detailed herein, in compliance with goals, policies and procedures which are set forth in this Agreement. The Manager of Aviation may revise the applicable policies and procedures by delivering a written notice to the Contractor thirty days in advance. Contractor's personnel shall be trained in the use and application of applicable required goals, policies and procedures and shall be furnished copies for reference.

Cost/value: \$3,100,000.00

Source of funds: Operating & Maintenance Funds

Benefit: The objectives of the Taxicab/Curbside Management operations are to allow equal access to all local taxicab companies regulated by the Colorado Public Utilities Commission, maintain a smooth flow of vehicles including limos in and out of the curbside areas, and assist the traveling public in their use of Denver International Airport facilities.

Termination provision for City and for contractor: The following are events of default under this Contract:

- A. In the opinion of the Manager, the Contractor fails to perform adequately the services required in the contract;
- B. In the opinion of the Manager the Contractor fails to perform the required work within the time stipulated in the contract; or
- C. The Contractor is in default under any other contract, purchase order, or agreement with the City.

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D. The Contractor becomes insolvent, or takes the benefit of any present or future insolvency or bankruptcy statute, or makes a general assignment for the benefit of creditors, or consents to the appointment of a receiver, trustee or liquidator of any or substantially all of its property.

E. The Contractor transfers its interest under this Contract, without the prior written approval of the City, by reason of death, operation of law, assignment, sublease or otherwise, to any other person, entity or corporation.

F. The Contractor fails to keep, perform and observe any other promise, covenant or agreement set forth in this Contract, and such failure continues for a period of more than 30 days after delivery by the City of a written notice from the Manager of such breach or default, except where a shorter period is specified herein, or where fulfillment of its obligation requires activity over a period of time and Contractor within 10 days of notice commences in good faith to perform whatever may be required to correct its failure to perform and continues such performance without interruption except for causes beyond its control.

G. The Contractor gives its permission to any person to use for any illegal purpose any portion of the Airport made available to Contractor for its use under this Agreement.

WBE/MBE/DBE commitments (construction, design, Airport concession contracts):

Who are the subcontractors to this contract?

The Contractor is subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is zero percent (0%). Project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder.

Location: Denver International Airport

Affected Council District: 11

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