

ORDINANCE/RESOLUTION REQUEST

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

Date of Request: 12/9/2014

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: ISS Facility Services, Inc., Contract 201206835, Amendment 01.

3. Requesting Agency: Denver International Airport - Department of Aviation

4. Contact Person:

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

5. Contact Person:

- Name: Dave LaPorte / Thomas Shaffer
- Phone: (303) 342-2269 / (303) 342-2625
- Email: dave.laporte@flydenver.com / thomas.shaffer@flydenver.com

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

- a. Contract Control Number: 201206835
- b. Duration: 3 years
- c. Location: DIA
- d. Affected Council District: 11
- e. Benefits: To provide additional funds for increased staffing levels to meet janitorial service needs for Concourse West Expansion and additional janitorial services that may be needed in the future.
- f. Costs:

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>
\$96,003,655	\$1,000,000	\$97,003,655

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
9/16/2012 – 9/15/2015	n/a	n/a

- g. Date Goals Assigned: n/a
- h. Goals: 0% assigned. 35% voluntary participation.

7. Is there any controversy surrounding this ordinance? Please explain.

No.

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

Key Contract Terms

Vendor/Contractor Name: ISS Facility Services, Inc.

Contract control number: 201206835

City’s contract manager: Matt Conway

Was this contractor selected by competitive process? Was it the low bid? Contract was bid competitively. The amendment is sole source.

Term/Duration of contract/project: 9/16/2012 – 9/15/2015 / 3 years

Renewal terms: two 1-year extensions available

Purpose: To provide additional funds for increased staffing levels to meet janitorial service needs for Concourse West Expansion and additional janitorial services that may be needed in the future.

Scope of services to be provided with performance bench marks: The Contractor will furnish all of the technical, administrative, professional and consulting services and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the work all in accordance with the Scope of Work.

Contractor's staffing plan shall not be less than Four Hundred Three (403) Full-Time Employees (FTE); these three additional FTEs shall perform janitorial services in support of the C-Concourse West Expansion. Additional FTEs above and beyond (403) may be negotiated by the Contract Administrator or his designee and Contractor in accordance with the terms of contract #201206835 and the amendment

Cost/value: \$96,003,655 (original) + \$1,000,000 (amendment) = \$97,003,655 (proposed new total)

Source of funds: O&M

Benefit: To provide additional funds for increased staffing levels to meet janitorial service needs for Concourse West Expansion and additional janitorial services that may be needed in the future.

Termination provision for City and for contractor:

5.04 AIRPORT SECURITY

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

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10.01 TERMINATION FOR CONVENIENCE OF THE CITY

The Manager, upon giving a minimum of thirty (30) days written notice may terminate this contract, in whole or in part, when it is in the best interest of the City. If this Contract is so terminated, the City shall be liable only for payment in accordance with the payment provisions of this Contract for services rendered prior to the effective date of termination.

10.03 REMEDIES

B. The City may cancel and terminate this Contract upon giving 10 days written notice to Contractor of its intention to terminate; provided, however, that if the Contractor has committed an Event of Default as defined in Subsections 10.02(H), (I), (J) or (K), termination may be effective either immediately upon notice, or within a stated period after notice, as determined by the Manager in her discretion.

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): 35%

Who are the subcontractors to this contract? Whyne Enterprises, Sierra Cleaning Services, American Facility Services

Location: DIA

Affected Council District: 11

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Date: _____