

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: 3/7/2013

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:** *ISS Facility Services shall be responsible for providing window cleaning services at Denver International Airport through Contract execution- #201208293*

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:** Dave LaPorte
- **Phone:** 303-342-2269
- **Email:** Dave.LaPorte@flydenver.com

6. **General description of proposed ordinance including contract scope of work if applicable:** The Contractor shall be responsible for providing window cleaning services at Denver International Airport in accordance with the terms and conditions of this Contract. Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services, except for the equipment and facilities which are specified in this Contract as being the responsibility of the City

***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:** 201208293
- b. **Duration:** 2yr term with 2-1yr renewal options
- c. **Location:** DIA
- d. **Affected Council District:** 11
- e. **Benefits:** Window cleaning services
- f. **Costs:** 6,478,324.00

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>
6,478,324.00		6,478,324.00

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
5/1/2013		5/1/2015 with 2-1yr renewal

To be completed by Mayor’s Legislative Team:

SIRE Tracking Number: _____

Date: _____

g. Date Goals Assigned: n/a

h. Goals: Contract Scope of Services does not fall under the Definition of Division of Small Business Opportunity CEI (Construction Empowerment Initiative) Ordinance. Professional Services for design, construction are subject to the goal ordinance. Anything outside of these services, including professional services not related to construction are reviewed on a case-by-case basis. Professional Services not related to construction usually do not have assigned goals. However ISS as offered to achieve 34-35% M/WBE participation by utilizing a local MWBE firm.

i.

7. Is there any controversy surrounding this ordinance? (Groups or individuals who may have concerns about it?) Please explain. No

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

Key Contract Terms

Vendor/Contractor Name: ISS Facility Services

Contract control number: 201208293

City's contract manager: Matt Conway

Was this contractor selected by competitive process? Was it the low bid? The process was competitive, vendor was selected by low bid.

Term/Duration of contract/project: 2yr term with 2-1yr renewal options

Renewal terms: 2-1yr renewal options

Purpose: Contractor will provide window cleaning services at Denver International Airport

Scope of services to be provided with performance bench marks: The contractor will be responsible for cleaning 158 bid items thoutout Denver International Airport

Cost/value: 6,478,324.00

Source of funds: O&M

Benefit: Ensure windows are cleaned at Denver International Airport per service agreement

Termination provision for City and for contractor:

The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B. If this Agreement is terminated by the Contractor, or if this Agreement is terminated by the City for cause, the Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City, (2) the reasonable value to the City of the work which the Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment, and (3) the cost of any work which the Manager approves in writing which he determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated for the convenience of the City and without the fault of the Contractor, the Contractor shall also be compensated for any reasonable costs it has actually incurred in performing services hereunder prior to the date of the termination.

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

Who are the subcontractors to this contract? Shawn's Sparkling Squeegee Services (SSSS)

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____

Location: Denver International Airport

Affected Council District: #11

To be completed by Mayor's Legislative Team:

SIRE Tracking Number: _____

Date: _____