

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: 9/29/2015

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 201208293, Amendment 01

3. Requesting Agency: Department of Aviation

4. Contact Person:

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

5. Contact Person:

- Name: Somer Shindler / Thomas Shaffer
- Phone: (303) 342-4484 / (303) 342-2625
- Email: somer.shindler@flydenver.com / thomas.shaffer@flydenver.com

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

- a. Contract Control Number: 201208293
- b. Duration: 2 years + (2) 1-year extension
- c. Location: DIA
- d. Affected Council District: 11
- e. Benefits: To provide additional funds for window cleaning services at the Hotel and Transit Center for (26) additional bid items. By amending the contract, the City will ensure continuity of service, seamless integration, and routine maintenance by competent, trained, and qualified personnel.
- f. Costs:

<i>Current Contract Amount</i> <i>(A)</i>	<i>Additional Funds</i> <i>(B)</i>	<i>Total Contract Amount</i> <i>(A+B)</i>
\$6,478,324	\$487,230	\$6,965,554

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
5/1/2013 – 4/30/2017	n/a	n/a

- g. Date Goals Assigned: n/a
- h. Goals: 0% assigned. 34% voluntary participation.

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

Type of Contract:

Professional Services > \$500K Lease Design or Construction for airport improvements > \$5M
 Grant IGA Sale of Real Property Sale of Personal Property

Vendor/Contractor Name: ISS Facility Services, Inc.

Contract control number: 201208293

City's contract manager: Matt Conway / Thom Shaffer

Was this contractor selected by competitive process? The contract was bid competitively. The amendment is sole source.

Has this contractor provided these services to the City before? Yes No

Term/Duration of contract/project: 5/1/2013 – 4/30/2017 / (2 years + (2) one-year extensions)

Is this a new contract? Yes No Is this an Amendment? Yes No If yes, how many? 1

Renewal terms: Two 1-year extensions have been taken.

Purpose: To provide additional funds for window cleaning services at the Hotel and Transit Center for (26) additional bid items. By amending the contract, the City will ensure continuity of service, seamless integration, and routine maintenance by competent, trained, and qualified personnel.

Scope of services to be provided with performance bench marks:

Window (glass) cleaning entails the complete removal of smudges, tape, and oil film, and other types of soil from all glass surfaces. These specifications may extend to other “non-glass” surfaces that, due to convenience and access by window cleanings crew(s), will be cleaned in conjunction with the windows in certain areas.

Some bid items at the HTC are large and can be cleaned more efficiently by using equipment that applies water directly to the surface. Two methods of cleaning shall be permitted: 1) a soft-bristle brush attached to a water-fed pole, and 2) pressure washing. The water-fed pole shall utilize a soft car wash-type brush that applies deionized water to the surface. The pressure washer shall use only water and a nozzle with a flat, fan-like spray that shall never be held closer than two feet from the surface. Water sprayed any closer than two feet can damage the surface and seals. If the water pressure exerted is high enough to hurt a person, Contractor shall reduce the pressure and/or increase their distance from the surface. Pressure washing operations shall be conducted in accordance with the State of Colorado's Low Risk Discharge Guidance, see Exhibit A-3. Regardless of the method, the cleaned surface shall be free of dirt, dust, stains, grease, oil, residues, bird excrement and all other types of soil, streaks, smudges, and water marks. The following bid items shall be cleaned utilizing a water-fed pole or pressure washer: 46I-K & 47A-C.

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Bid items that are not cleaned with the water-fed pole or pressure washer shall use a DEN approved glass cleaning chemical, window squeegee tool with a rubber blade, clean sponge and synthetic fiber cloths. After washing, the glass areas shall be free of dust, smudges, oily film, tape, and all other types of soil, streaks, smudges, and water marks. The following items shall be cleaned accordingly: 43A-D, 44A-D, 45A-C, & 46A-H.

Cost/value: \$6,478,324 + \$487,230 = \$6,965,554

Source of funds: O&M

Benefit: Amending this contract will afford the City continuity of service, seamless integration, and routine maintenance by competent, trained, and qualified personnel.

Termination provision for City and for contractor:

TERMINATION

- A.** 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.
- C.** If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City. This paragraph specifically excludes any software licenses, and the rights granted to the City there under, shall, upon termination, cease and the software programs shall be deinstalled and returned to Contractor or destroyed.
- D.** Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.
- E.** The Contractor has the right to terminate this contract with or without cause by giving not less than thirty (30) days prior written notice to the City.

AIRPORT SECURITY

To be completed by Mayor's Legislative Team:

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Date: _____

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.

Is this contract subject to: W/MBE DBE SBE XO101 ACDBE N/A

WBE/MBE/DBE commitments (construction, design, Airport concession contracts): 34%

Who are the subcontractors to this contract? All Pro Service

Location: DEN

Affected Council District: 11

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