CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: **Aviation**

AGENDA DATE: JAN. 8, 2013

CONTACT PERSON/PHONE: **Monica Lombraña, A.A.E. -780-4793**

DISTRICT(S) AFFECTED: **All**

SUBJECT:
Resolution authorizing the City Manager to sign the Second Amendment to the State Use Contract – Contract for Cleaning Services, (Agreement) by and between the City of El Paso (City), TIBH Industries, Inc. (TIBH), and Professional Contract Services, Inc. (PCSI) to extend the term of the contract for cleaning services at El Paso International Airport (EPIA). The term of the contract will be effective January 8, 2013 to December 31, 2013. Compensation will be $59,704.59 per month.

BACKGROUND / DISCUSSION:
TIBH/PCIS will provide custodial services to clean restrooms in order to supplement existing city services. This contract is exempt from competitive bidding requirements of the Texas Local Government Code Section 252.021 and is in compliance with Chapter 122 of the Texas Human Resource Code. PCSI is certified by TIBH as providing employment for the blind and/or disabled. TIBH/PCSI has been providing these services to EPIA since 1998.

PRIOR COUNCIL ACTION:
April 8, 2008 – City Council approved the contract for cleaning services.
May 26, 2009 - Resolution authorizing the City Manager to sign a State Use Contract – Contract for Cleaning Services.
December 13, 2012 – City Council approved First Amendment to contract for cleaning services

AMOUNT AND SOURCE OF FUNDING:
Amount of contract services - $716,455.08

Funding – EPIA Enterprise Fund 62070-522060-3000

BOARD / COMMISSION ACTION:
N/A

**********REQUIRED AUTHORIZATION**********

DEPARTMENT HEAD: _____

for **Monica Lombraña, A.A.E., Director of Aviation**

Information copy to appropriate Deputy City Manager

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a State Use Contract - Contract for Cleaning Services, by and between the City of El Paso and TIBH Industries, Inc., and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal. The term of the Contract will run through December 31, 2013.

ADOPTED this ____ day of _____2012.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
Municipal Clerk

APPROVED AS TO FORM:

_____
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Monica Lombraña, A.A.E.
Director of Aviation

11-1003-114/149462_2
TIBH

THE STATE OF TEXAS	)	**STATE USE CONTRACT -**
	)	**CONTRACT FOR CLEANING SERVICES**
COUNTY OF EL PASO	)	

THIS CONTRACT FOR CLEANING SERVICES (hereinafter referred to as the "Contract"), is made by and between the CITY OF EL PASO, a Texas home rule municipal corporation (hereinafter referred to as "City"), TIBH INDUSTRIES, INC., a private non-profit corporation and the certifying party ("TIBH") and PROFESSIONAL CONTRACT SERVICES, INC. ("PCSI"), the performing party (the certifying and performing parties are hereinafter jointly referred to as "Contractor").

WHEREAS, City is in need of various cleaning services for the restrooms and other common use areas of the El Paso International Airport ("EPIA") terminal building;

WHEREAS, Contractor is qualified to provide such cleaning services;

WHEREAS, PCSI is certified by the TIBH as providing employment for the blind and/or severely disabled;

WHEREAS, City has determined that it is in the best interest of the citizens of El Paso to employ citizens with disabilities to perform the services requested herein; and

WHEREAS, the competitive bidding requirements of Texas Local Government Code Section 252.021 do not apply to this Contract, which is in compliance with Chapter 122 of the Human Resources Code;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties agree and covenant as follows:

1. **EMPLOYMENT OF CONTRACTOR.** City agrees to engage Contractor and Contractor hereby agrees to perform the cleaning and other services as set forth herein.

2. **TERM.** The Contract shall become effective on January 8, 2013, with an expiration date of December 31, 2013.

3. **SCOPE OF SERVICES.** Contractor shall provide the following cleaning and other services for the EPIA terminal building:

   Custodial service for men's and women's public restrooms in non-exclusive areas to include East Ticketing, West Baggage Claim, Center Lobby, East Rotunda, East Concourse, West Concourse, International Arrivals, La Placita and the "Meeter/Greeter" areas of the EPIA Terminal Building. Such areas

include a total of approximately 8402 square feet, 110 toilets, 43 urinals, 100 lavatories and 7 custodial storerooms, including without limitation all associated hardware (stainless steel, partitions, ceilings, flooring, and mirrors). The services required herein shall be performed under the terms and conditions enumerated herein and as more fully described within **ATTACHMENT "A"**, which is attached hereto and incorporated herein for all purposes. Such services shall also be performed to the satisfaction of the Director of Aviation of EPIA ("Director") or Director's designee.

City shall notify TIBH and PCSI if any of PCSI's employees do not perform their duties as necessary to carry out Contractor's duties under this Contract. Contractor shall remedy the situation immediately after notice.

4. **PAYMENT.** In consideration for the services provided by Contractor as stated herein, City agrees to pay TIBH the amounts identified in **ATTACHMENT "B"**, which is attached hereto and incorporated herein for all purposes, through the term of this Contract. Contractor shall bill City on the 25th day of each month for services furnished. Upon verification and approval of such billing, City shall proceed to process and send payment to TIBH. TIBH shall send the appropriate amount, within a reasonable time, to PCSI as may be determined by TIBH and PCSI. Receipt of payment by TIBH shall constitute payment in full to both TIBH and PCSI and discharge fully the obligation of City hereunder.

Contractor shall submit monthly invoices to the City as noted above. Payment of the invoices will be made in accordance with the City's standard payment procedure. The invoices shall reflect the City's purchase order number and shall be submitted to:

El Paso International Airport
Attn: Accounting
P.O. Box 971278
El Paso, Texas 79997-1278

5. **INDEPENDENT CONTRACTOR.** City shall not be subject to any obligations or liabilities of Contractor or its employees, incurred in the performance of the Contract unless otherwise authorized herein. TIBH and PCSI shall, individually and collectively, be deemed at all times to be independent contractors of City and nothing contained herein shall constitute or designate them or any of their employees as employees of City. In carrying out the terms of this Contract, TIBH and PCSI shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of Contractor. Neither Contractor nor its employees shall be entitled to any of the benefits established for City employees, nor shall they be covered by the City's Workers' Compensation Program.

6. **INDEMNIFICATION. CONTRACTOR OR ITS INSURER AGREES TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF CONTRACTOR'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF CONTRACTOR OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONTRACTOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONTRACTOR, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. Without modifying the conditions of preserving, asserting or enforcing any legal liability against City as required by the City Charter or any law, City will promptly forward to Contractor every demand, notice, summons or other process received by City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as Contractor may deem expedient, and 3) defend or cause to be defended on behalf of City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. City will not be responsible for any loss of or damage to Contractor's property from any cause.**

7. **INSURANCE.** For the duration of this contract and any extension hereof, Contractor shall carry in a solvent company authorized to do business in Texas, public liability insurance a) covering contractor and its employees in the amount of $1,000,000.00 and b) for the protection of the general public and City in the amount of $1,000,000.00 per occurrence for bodily injury or wrongful death and $1,000,000.00 per occurrence for property damage.

   With respect to the above-required insurance, the City of El Paso and its officers and employees shall be named as additional insured as their interests may appear. City shall be provided with sixty (60) calendar days advance notice, in writing, of any cancellation or material change. City shall be provided with certificates of insurance evidencing the above required insurance prior to the commencement of this contract and thereafter with

certificates evidencing renewal or replacement of said policies of insurance at least fifteen (15) calendar days prior to the expiration or cancellation of any such policies.

Notices and Certificates required by this clause shall be provided to:

The City of El Paso
Financial Services Department - Purchasing Division
Two Civic Center Plaza
El Paso, Texas 79901-1196

Failure to submit insurance certification may result in contract cancellation.

8. **WORKER'S COMPENSATION.** For the duration of this contract and any extension hereof, Contactor shall carry Worker's Compensation and Employers' Liability Insurance in the amount required by Texas law: $500,000.00. The policy must be endorsed to include a waiver of subrogation in favor of City. Any termination, cancellation, or non-renewal of worker's compensation insurance coverage for Contractor shall be a material breach of this Contract.

If at any time during the life of the contract or any extension, Contractor fails to maintain the required insurance in full force and effect; all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for City to terminate the contract.

9. **TERMINATION**

A. *Termination by City for Convenience.* City may terminate this Contract at any time if in City's sole discretion it is convenient to do so. Upon receipt of such notice, Contractor shall discontinue all services under this Contract and cancel all existing orders and agreements chargeable to this Contract. In such event, Contractor shall submit a statement to the Director showing in detail the services performed to the date of termination. City shall pay only for services actually performed under this Contract and not previously paid.

B. *Termination by City for Cause.* City may terminate this Contract in the event of default by Contractor and a failure by Contractor to cure such default after receiving notice thereof. Should such a default occur, City may deliver a written notice to Contractor describing the default and the proposed date of termination. Such date may not be sooner than the tenth (10th) day following receipt of the notice. If Contractor fails to cure such default prior to the proposed date of termination, then City may terminate Contractor's performance under this Contract as of such date.

By way of example and in no way of limitation, the following events shall be

deemed events of default:

(1) Failure of Contractor to perform or observe any of the obligations, covenants, agreements, and conditions required to be performed or observed under this Contract; and

(2) The dissolution or liquidation of Contractor; the filing of a voluntary petition in bankruptcy by Contractor; the adjudication of Contractor as a Bankrupt; an assignment for the benefit of creditors by Contractor; the entry into an agreement of composition with its creditors by Contractor; the approval by a court of competent jurisdiction of any petition or other pleading in any action seeking reorganization, arrangement, adjustment, or composition of or in respect of Contractor under the Federal Bankruptcy Act or any similar State or Federal law; or the appointment of a receiver, trustee or other similar official for Contractor or its property.

Upon termination for cause, Contractor shall discontinue all service under this Contract and cancel all orders and subcontracts chargeable to this Contract. Contractor shall submit an invoice showing in detail the services performed under this Contract to the date of termination. City shall pay Contractor only for services which were actually performed under this Contract and not previously paid.

C. *Additional Remedies.* If the Director determines that any condition or action or inaction of Contractor poses an immediate threat to the health or safety of any person or to any property interest, the Director may give written notice to Contractor of such determination giving a reasonable opportunity to cure the action, inaction or condition which shall be at least twenty-four (24) hours. If Contractor has not cured such default within the time stated in the notice, City shall have the right to terminate the Contract immediately and obtain like services as necessary to preserve or protect the affected health, safety or property interests from another vendor in substitution for those due from Contractor at a cost determined by reasonable informal procurement procedures. City may recover the difference between the cost of substitute services and the Contract price as damages, deducting any such damages from any sums otherwise due and owing to Contractor. Failure of City to obtain substitute services and charge Contractor under this clause shall not be a bar to any other remedy.

D. *Termination by Contractor for City's Default.* If City fails to perform any of its duties under this Contract, Contractor may deliver a written notice to the Director describing such default, specifying the provisions of the Contract under which Contractor considers City to be in default and setting forth a date of termination not sooner than sixty (60) days following receipt of the notice. If prior to the date of termination City cures such default, the termination shall be ineffective. If City fails to cure such default prior to the date of termination, Contractor may terminate

its performance under this Contract as of such date.

E. *General Termination Provisions.* This Contract may be terminated at any time by mutual written agreement of the parties. In addition, this Contract shall automatically terminate if the City Council of the City of El Paso fails to appropriate or budget money for the payment of the services under this Contract. In such event and upon expiration, termination, or cancellation of this Contract, Contractor shall be permitted ten (10) days within which to remove Contractor-owned equipment and materials from City's premises and Contractor shall account for and return all keys and equipment and materials provided by City in good usable order, allowing for ordinary wear and tear.

10. **MODIFICATIONS.** This Contract may be modified only by written agreement of all parties.

11. **ASSIGNMENT-DELEGATION.** No right or interest in this Contract shall be assigned or delegation of any obligation made by Contractor without the express prior written consent of City. Any attempted assignment or delegation, subletting or subcontracting by Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Improper attempts to assign, delegate, sublet or subcontract any rights or responsibilities granted herein shall be deemed an event of default, for which City may terminate this Contract.

12. **WAIVER.** No claim or right arising out of a breach of this Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by all the parties.

13. **GRATUITIES.** City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

14. **WARRANTY-PRICE.** Contractor warrants that the price to be paid by City shall be no higher than Contractor's current prices on orders by others for services of the kind and specification covered by this Contract for similar quantities under similar or like conditions and methods of purchase. If Contractor breaches this warranty, the cost of the services shall be reduced to Contractor's current prices on orders by others, or in the alternative, City may cancel this Contract without liability.

Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach of violation of this warranty City shall have the right, in addition to any other right or rights, to cancel this Contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

15. **ADVERTISING.** Contractor shall not advertise or publish, without the Director's prior written consent, the fact that City has entered into this Contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

16. **AVAILABILITY OF FUNDS.** The awarding of this Contract is dependent upon the availability of funding. In the event that funds do not become available, the Contract may be terminated or the scope may be amended. A thirty (30) day written notice will be given to the Contractor and City shall incur no penalty or charge.

17. **NOTICE.** Notices which are required to be given in accordance with the provisions of this Contract shall be sent, postage prepaid, to the following:

CITY:	El Paso International Airport Attn: Director of Aviation 6701 Convair Road El Paso, Texas 79925-1091
copy to:	City of El Paso Attn: City Clerk 2 Civic Center Plaza El Paso, Texas 79901-1196
copy to:	City of El Paso Purchasing Department P.O. Box 1919 El Paso, Texas 79999-1919
CONTRACTOR:	TIBH Industries, Inc. Attn: Henry Hernandez 5503 Grissom Rd., Ste. 103 San Antonio, Texas 78238
	Professional Contract Services, Inc. Attn: Steve Garcia

718 West FM 1626, Building 100
Austin, Texas 78747

18. **LAW GOVERNING CONTRACT/VENUE.** This Contract is entered into and is performable wholly in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in El Paso County, Texas.

19. **ENTIRE AGREEMENT.** This Contract constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. Each individual(s) signing this Contract on behalf of Contractor acknowledges that each is authorized to do so, and warrants that each is authorized to commit and bind Contractor to the terms and conditions of this Contract.

APPROVED this ___ day of_____, 2013.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO

_____
Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

_____
Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

_____
Monica Lombraña, A.A.E.
Director of Aviation

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2013, by **Joyce A. Wilson** as City Manager for the City of El Paso.

_____
Notary Public, State of Texas

_____
My Commission Expires

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONTRACTOR:

TIBH INDUSTRIES, INC. (TIBH):

By: _____
Printed Name: HENRY HERNANDEZ
Title: REGIONAL MARKETING MANAGER

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF BEXAR)

This instrument was acknowledged before me on this 26 day of December, 2013, by HENRY Hernandez as Regional Marketing Manager for **TIBH INDUSTRIES, INC. (TIBH)**.

Juanita Muñoz Reyes
Notary Public, State of Texas

September 25, 2016
My Commission Expires

JUANITA MUNOZ REYES
Notary Public, State of Texas
My Commission Expires
September 25, 2016

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONTRACTOR:

PROFESSIONAL CONTRACT SERVICES, INC. (PCSI):

By: _____
Printed Name: MICHAEL K CLOUD
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 26 day of Dec, ~~2013~~ 2012, by M. Kevin Cloud as Vice President for **Professional Contract Services, Inc. (PCSI).**

Trina Baumgarten
Notary Public, State of Texas

8/16/16
My Commission Expires

TRINA BAUMGARTEN
Notary Public, State of Texas
My Commission Expires
August 16, 2016

ATTACHMENT A

CLEANING SERVICES FOR EL PASO INTERNATIONAL AIRPORT MINIMUM REQUIREMENTS

GENERAL CONDITIONS

MINIMUM SPECIFICATIONS: The specifications listed are to be interpreted as meaning the minimum required by City. Contractor commits to provide goods/services that are consistent with the City's specifications in every regard unless an exception is clearly noted.

GENERAL PROVISIONS FOR ALL CITY BUILDINGS

1. **HOUSEKEEPING EMPLOYEES ARE NOT TO BRING ANY CHILDREN OR ANY UNAUTHORIZED PERSONNEL TO WORK WITH THEM WHEN WORKING AT CITY FACILITIES. THE RULE SHALL BE STRICTLY ADHERED TO FOR SECURITY PURPOSES AND FOR THE PROTECTION OF THE CHILDREN.**

2. **Uniforms** - All contractor/subcontractor employees will wear a standard, distinctive uniform of same color and design with company logo that is visible and recognizable from 15 feet: Employees must wear a City issued ID (identification), which must be visible at all times while providing service at a City facility. Uniform will be maintained properly and kept clean and pressed. Closed shoes shall be worn that conform to meet safety standards. Street clogs, open toe sandals, or shoes with heels that exceed two inches in height are not permitted.

3. **Contractor must comply with Chapter 502 of the Texas Health and Safety Code (the Hazard Communication Act).**

   - Have a prepared written list of all hazardous chemicals that will be present at each location.
   - Hazardous chemical list must be kept updated.
   - Material Safety Data Sheets must be kept at each location for all hazardous chemicals in both English and Spanish.
   - Hazardous chemical list must be cross-referenced so that identifiers on the list refer to the MSDS's and warning labels.
   - All hazardous materials must be properly labeled.
   - Employee must be informed of the Hazardous Chemical list.

- Employees must be informed of the hazards associated with performing non-routine task.
- Have a hazardous communication program in writing and available upon request.

4. Contractor must submit a list of supervisor cell phone numbers. List must be kept updated. Changes must be sent to the Department of Aviation within two (2) working days of changes.

5. Contractor shall maintain communications and mutual understanding with the Department of Aviation staff.

6. All complaints will be addressed by the Department of Aviation staff in writing to the Contractor.

7. If Contractor fails to abide by contract or perform duties as specified, contract may be terminated.

8. In the event of any extensive remodeling and/or relocation, which will affect the type of cleaning, Contractor may submit a claim for an adjustment in the contract price, justifying the increase if appropriate. If less work is required, City will notify the Contractor and will adjust invoice appropriately.

9. There will be no additional compensation to Contractor for the duration of the contract if carpet is replaced with tile or tile to carpet.

10. Night supervisor must be available to respond to emergency calls. Contractor must provide the night supervisor with a cell phone. Calls must be responded to in no more than one (1) hour after receipt of call.

11. Contractor shall provide and document at least one (1) hour training sessions per month for the duration of the contract for all employees working in City facilities. It shall include training on any of the topics listed below in the training program. It shall provide training for the purpose of updating and for correcting deficiencies in individual performance found as a result of Contractor's quality control program, City's inspections or supervisor's review. Record of all employees training and an outline of the training plan, including topic with a statement of content and method of training, shall be submitted once a month to the Aviation Department.

TOPICS TO BE COVERED IN TRAINING SESSIONS

1. Duties of each employee and techniques for measuring quality of work performance
2. Inform employees of Contractor's Chain-of-Command
3. Cleaning Techniques and Procedures

4. Technique and Procedures for proper chemical usage
5. Role of housekeeping in the City facilities and its effect on the well being of City employees and visitors
6. Proper care and preventive maintenance of Contractor's equipment
7. Safety Procedures
8. Security Procedures
9. Adherence to all work schedules
10. Proper attitude toward visitors and staff
11. Employee personal hygiene
12. All Custodial staff will be trained on the use of all equipment and documented on care of equipment. All training will be uniform for all shifts. No employee will use equipment that they have not been trained on.
13. No employee will operate equipment unless documented that said employee has been trained.
14. Any employee caught misusing or damaging equipment will be disciplined and retrained on proper use.
15. Crew leaders will be disciplined if issuing damaged or broken equipment to employees.
16. All Crew Leaders will check all equipment being checked in or checked out before issuing equipment for the next shift.
17. Crew Leaders will be responsible for reporting to their immediate supervisor any equipment that is out of service due to repairs or in need of repair.
18. With training in all aspects of the Custodial Section complete, each employee should be able to describe in detail the use of equipment and cleaning procedures.
19. Any new equipment purchased to replace old equipment will require training for all employees to familiarize themselves with the functions of the new equipment.
20. Training on how to properly operate equipment will be done by Crew Leaders and documented, to be put on file with both signatures before employee is released to operate equipment. See Building Custodial Employee Training Log.
21. If employee has not been trained to operate equipment, he or she will not be required to work with equipment.

The training will then be documented and submitted to the Aviation Department at the end of each month.

PROVISIONS SPECIFIC TO EL PASO INTERNATIONAL AIRPORT (Airport)

1. All work areas shall be locked and secured at the end of each workday.

2. Contractor access points and times to Airport property shall be limited to those designated by Airport Operations.

3. Contractor identification badge requirements at the Airport are as follows:

a. Contractor shall complete and submit a security badge agreement/contract with Airport Operations for approval.

b. All identification badges issued to Contractor, Contractor's employees and subcontractors badges shall be returned to Airport Operations at the conclusion of the scope of work. All workers must be badged and a $50.00 charge per badge will be deposited prior to acquiring a badge. This deposit will be returned and the final pay application paid when all badges have been returned to the Airport.

c. The fee for an Airport issued ID badge that is lost, stolen, or not returned to the Airport will be $100.00 per badge.

d. All persons seeking an Airport identification badge will attend security training. Airport Operations shall provide the training and it will last not more than two hours.

e. All persons seeking an airport identification badge will submit a five-year work history to the Airport Badging Office. Contractor will verify five years of the five-year work history.

f. All persons seeking an Airport identification badge will submit documentation that establishes their identity and employment eligibility and undergo a Security Threat Assessment (STA) prior to receiving an Airport identification badge. An Airport identification badge will not be issued to the individual until approved by the Transportation Security Administration (TSA).

g. All persons seeking unescorted access to the Airport's security identification display areas (SIDA) will submit their fingerprints to the Airport Badging Office for criminal history check prior to receiving an airport identification badge.

h. All persons who will be working on a regular basis in the sterile area of the Airport will submit their fingerprints to the Airport Badging Office for a criminal history records check (CHRC) prior to receiving access to the sterile area.

i. All persons working in the sterile area during flight operations will present themselves to screening.

j. Contractor, supervisors and individuals issued an Airport identification badge will ensure that all persons working in secure areas of the Airport will display the proper identification badge for that area or are under the escort of a proper Airport issued identification badge holder.

k. It is Contractor's responsibility to ensure that all deliveries made to Airport property are done within the airport security regulations and that individuals with an Airport issued identification badge, which grants access to that area, will escort all delivery vehicles and personnel.

l. Contractor, as well as individual identification badge holders will follow all security regulations and enforce all security rules and regulation. Contractor and individual identification badge holders will be subject to fines between $2,000 and $10,000 and penalties as called for in the El Paso Municipal Code, Title 14. Contractor and individual identification badge holders will be responsible to reimburse the airport for all fines or penalties imposed by the federal Government for security breaches caused by Contractor, supervisors, and subcontractors.

4. **Definitions**

a. **Security Identification Display Area (SIDA).** That area of Airport property outside of the Terminal Building and within the security fence where entry to the area is controlled by access card and/or guard posts. An Airport identification badge configured to the SIDA must be displayed by unescorted individuals in the area at all times.

b. **Secured Area.** All areas of Airport property within the security fence and outside of the SIDA. An Airport identification badge configured to the area must be in possession of all unescorted individuals in the secured area.

c. **Sterile Area.** Those portions of the Airport Terminal beyond the Transportation Security Administration (TSA) screening inspection points. All contractors, supervisors and subcontractors must be processed through the screening inspection process or under the assigned escort of Airport Operations when entering the sterile areas of the Airport.

d. **Escort.** An individual granted unescorted access to secure areas of the Airport may escort non-badged individuals into secure areas for official business purposes. Escort is a common sense process; the person/persons being escorted must have official business in the area and be strictly controlled by the badge individual. An individual granted escort authorization in the SIDA and Sterile areas must have an "E" designation on his/her Airport identification badge.

TASKS

1. **GENERAL CLEANING INSTRUCTIONS FOR RESTROOMS (ALL SHIFTS)**

A. EQUIPMENT

1) Maid cart
2) Mop bucket with wringer
3) Mop
4) Broom and dust pan
5) Duster
6) Bow brush and container
7) Wet floor sign
8) Working sign

B. MATERIALS

1) Toilet paper
2) Paper towels
3) Tampax/Kotex
4) Trash bags
5) Rags, sponges
6) Cleaning solutions:
   a. Glass cleaner
   b. Disinfectant
   c. Multi-purpose cleaner
   d. Neutral cleaner
   e. Stainless steel cleaner
7) Hand soap
8) Seat covers
9) Baby changing refills

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

1) Safety glasses with side shields
2) Solvex rubber gloves
3) Safety shoes (anti-slip, ANSI#241)
4) Dust particle mask

D. INSTRUCTIONS

1) Inspect area for deficiencies:
   a. Floor
   b. Counter
      i. Paper towel
      ii. Hand soap
      iii. Tampax/Kotex
   c. Stalls:
      i. Toilet paper
      ii. Floor
      iii. Commodes
      iv. Seat covers
      v. Coat hook
   d. Urinals
      i. Floor
      ii. Wall
      iii. Fixture
   e. Baby changing station
   f. Air grills
   g. Walls
   h. Lights (operational check)

i. Hand dryer (operational check)

2. Correct any deficiency:
   a. Floor - place "Wet Floor" sign out and mop up water.
   b. Counter
      i. Refill paper towel dispensers
      ii. Refill hand soap dispensers
      iii. Refill Tampax/Kotex dispensers
   c. Stalls
      i. Refill toilet paper
      ii. Clean around commodes
      iii. Clean commodes (follow commode cleaning instructions)
      iv. Refill seat covers
      v. Check operation of door, verify coat hook is there.
   d. Urinals
      i. Mop up water, if on floor.
      ii. Wipe wall, if necessary
      iii. Clean urinal following instructions.
   e. Refill baby changing station, verify straps
   f. Check dust air grills following instructions
   g. Clean walls following instructions

3. General cleaning:
   a. Mop floor - following safety requirements for barricading
   b. Clean mirror - following instructions
   c. Clean counter tops - follow instructions
   d. Clean sinks and faucets
   e. Clean dispensers - soap, tampax, paper towel and hand dryer
   f. Clean stalls, walls, commodes and floors in stalls
   g. Clean urinals, walls, floors
   h. Empty trash receptacles
   i. When cart trash bags are full, remove bag - tie off and dispose of in compactor located in basement of Terminal I.

E. SAFETY STATEMENT

Emptying trash: Remove Bag. Do not attempt to pick trash out of container, do not try to smash trash down to create more room.

2. GENERAL CLEANING INSTRUCTIONS FOR URINALS AND COMMODES (ALL SHIFTS)

A. EQUIPMENT

1) Aerosol containers and bulk containers properly labeled with the name of the chemical being used; chemical not to be mixed with something (i.e. Bleach and Ammonia)
2) Work area and wet floor signs
3) Mop with bucket and wringer
4) Pump spray bottle properly labeled with the name of the chemicals being used

B. MATERIALS

1) Cotton bowl mop
2) Paper towels, rags and sponges
3) Disinfectant cleaner
4) Multi-purpose cleaner

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

1) Eye Protection: Safety glasses with side shields
2) Hand Protection: Green Solvex Rubber Gloves (Rubber gloves must be worn at all times when cleaning commodes and urinals)
3) Foot Protection: Safety shoes (Wear safety shoes at all times)

D. INSTRUCTIONS

1) Place proper signage per shift Crew Leader recommendations to alert the public.
2) Put on rubber gloves and safety glasses.
3) Remove foreign matter with brush from urinals and commodes. Flush each when cleared.
4) Using a cotton bow mop, thoroughly saturate inside and out of urinals and commodes to include basins, fixtures and commode seats with disinfectant or multi-purpose cleaner.
5) Time permitting, allow it to sit for five minutes.
6) Flush urinals and commodes and rinse the outside area with clean water making sure all the chemical is rinsed off.
7) Use paper towels to wipe dry exterior areas of urinals and commodes to include seats, basins and fixtures.
8) Discard paper towels in trash can or trash liner on cart.
9) Mop up excess spillage around urinals and commodes. Rinse with clean water and allow to dry. Remove signs when the floor is dry.

E. SAFETY STATEMENT

1) Make sure urinals and commodes are completely free of any chemicals before put back in service.
2) Wash gloves with soap and water before removing them.

3. GENERAL CLEANING INSTRUCTIONS FOR LAVATORY (SINK)

A. EQUIPMENT
1) Spray bottle properly labeled with the name of the chemical being used
2) Work area and wet floor signs

B. MATERIALS

1) All purpose or disinfectant cleaner
2) Paper towels and sponge

C. PERSONAL SAFETY EQUIPMENT (MINIMUM REQUIREMENTS)

1) Eye protection: Safety glasses with side shields
2) Hand protection: Green Solve rubber gloves

D. INSTRUCTIONS

1) Place proper signage per shift Crew Leader recommendation.
2) Put on rubber gloves and safety glasses.
3) Spray lavatory (sink) holding spray bottle six inches away, spray nozzle
4) Time permitting: Allow to stand for five minutes.
5) Wipe dry with paper towels.
6) Properly discard used paper towels in trash can or trash liner on cart.

E. SAFETY STATEMENT

1) Make sure you are wearing safety glasses when spraying cleaning chemicals.
2) Wash gloves with soap and water before removing them.

4. GENERAL CLEANING INSTRUCTIONS FOR COUNTER TOPS

A. EQUIPMENT

1) Spray bottle properly labeled with the name of the disinfectant cleaner or all purpose cleaner being used
2) Work area and wet floor sign.

B. MATERIALS

1) Disinfectant cleaner or all purpose cleaner
2) Paper towels
3) Sponge

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

1) Hand protection: Green Solvex rubber gloves
2) Eye protection: Safety glasses with side shields

D. INSTRUCTIONS

1) Place proper signage for shift or Crew leader recommendations to alert the public.
2) Put on rubber gloves and safety glasses
3) Spray counter top holding spray bottle 6" away, spray bottle nozzle set at a mist not a stream using disinfectant cleaner or all purpose cleaner.
4) Time permitting: Allow to stand for 5 minutes
5) Scrub counter top with a sponge and dry off with paper towels.

E. SAFETY STATEMENT

1) Make sure you are wearing safety glasses when spraying cleaning chemicals.
2) Wash gloves with soap and water before removing them.

5. **GENERAL CLEANING INSTRUCTIONS FOR MIRRORS**

A. EQUIPMENT

1) Work area sign and wet floor sign
2) Spray bottle properly labeled with the name of the chemical being used

B. MATERIALS

1) Glass cleaning chemical
2) Paper towels

C. PERSONAL PROTECTIVE EQUIPMENT (AS A MINIMUM)

1) Hand protection: Green Solvex rubber gloves
2) Eye protection: Safety glasses with side shields

D. INSTRUCTIONS

1) Place proper signage to alert the public that work is being performed in the area.
2) Put on rubber gloves and safety glasses.
3) Spray mirror holding bottle 6" to 10" away from mirror, nozzle set at a mist not a stream using properly mixed glass cleaner.
4) Wipe with a paper towel using a circular motion until dry.
5) Properly discard used paper towels in a trash can or trash liner on cart.

E. SAFETY STATEMENT

Make sure you are wearing your safety glasses when spraying glass cleaner.

6. GENERAL INSTRUCTIONS FOR HIGH DUSTING

A. EQUIPMENT

1) Ladder
2) Battery operated platform lift
3) Feather duster
4) Dust mop/extension pole
5) Battery operated or electric vacuum
6) Proper signage

B. MATERIALS

1) Paper towels
2) Rags
3) Dust attractant - treatment

C. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

1) Eye protection - Goggles
2) Respiratory protection - Mask
3) Hand operation - Green Solve rubber gloves
4) Back protection - Back support belt

D. INSTRUCTIONS

1) Place proper signage to alert the public that area is closed or that they are being rerouted.

2) Move furniture using proper lifting techniques or ask for assistance.
3) Using the platform lift or a ladder to dust all high areas and overhangs, light fixtures and directory signs.
4) Using the shoulder vacuum to remove as much dust as possible from these areas, once dust has been removed, the dust left can be removed with a dust rag, or paper towel with dust attachment.
5) Wipe remaining dust from these areas. Once the high dusting is completed, dust mop the floor below or vacuum the carpet.

E. SAFETY STATEMENT

1) Goggles must be worn at all times while dusting.
2) Ensure that all areas are clear before moving the platform lift.
3) Dust mask must be worn at all times while dusting.

SECURITY

1. SECURITY LEVELS AND RESPONSES

When security levels are increased the contractor will respond by increasing the scheduled number of times areas and trash receptacles are checked and report any unusual situations or items left in trash cans to Airport Security. Also maintain a log indicating the times each area was checked to show an increase of rounds being made.

2. GENERAL SECURITY

To maintain normal levels of cleaning schedules of the restrooms and report to Airport Security any items left in the restroom areas. Also maintaining a log indicating the times areas are serviced.

(END OF ATTACHMENT A)

ATTACHMENT "B"

Attachment B

INDUSTRIES

Jobs for People with Disabilities

December 13, 2012

Cecilia Mungaray, Airport HR Manager
El Paso International Airport
6701 Convair Rd.
El Paso, TX 79925-1029

RE: Cleaning Services – El Paso International Airport

Dear Ms. Mungaray:

Mr. Steve Garcia of Professional Contract Services, Inc. is submitting the below revised price quote for a contract agreement effective January 1, 2013 through December 31, 2013 based on the current specifications and the scope of services as per the Attachment A. Please note if changes are anticipated to the current specifications or to the scope of services as per the Attachment A, the pricing below may be affected.

Description	Unit	Approx. Qty.	Unit Price	Annual Price
Cleaning Services – EPIA	Month	12	$59,704.59	$716,455.08

Please let me know if you have any questions or recommendations. I look forward to assisting in expediting the necessary paperwork. Thank you for your continued support of and dedication to local Texans with disabilities. The Texas State Use Program is successful today because of great partnerships with organizations such as yours.

Sincerely,

Henry Hernandez

HH/asb

cc: Pete Dunavant, Financial Services – Purchasing – City of El Paso
Kevin Cloud, Vice-President, PCSI
Keith Walker, Vice-President of Operations/Marketing, PCSI
Steve Garcia, Operations Manager, PCSI
File Copy