

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: Aviation

AGENDA DATE: March 24, 2009

CONTACT PERSON/PHONE: Monica Lombraña, A.A.E., Director of Aviation – 780-4793

DISTRICT(S) AFFECTED: All

SUBJECT:

Approve a Resolution that the City Manager be authorized to execute a State Use Contract between the City of El Paso, TIBH Industries, Inc. (TIBH), and Professional Contract Services, Inc. (PCSI) for restroom cleaning services at El Paso International Airport (EPIA). The term of the contract will be effective April 1, 2009 to December 31, 2011. Compensation will be \$53,871.63 per month for Year 1 (April 1, 2009 – December 31, 2009); \$55,787.44 per month for Year 2 (January 1, 2010 – December 31, 2010); and \$57,771.98 per month for Year 3 (January 1, 2011 - December 31, 2011)

BACKGROUND / DISCUSSION:

TIBH/PCSI will provide custodial services to clean restrooms 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:

City Council approved the previous contract for these services on April 8, 2008.

AMOUNT AND SOURCE OF FUNDING:

Year 1 - \$484,844.67
Year 2 - \$669,449.28
Year 3 - \$693,263.76
62620005-502206-40101– EPIA Enterprise Fund

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) *Arthia Dor* **FINANCE:** (if required) _____

DEPARTMENT HEAD: *Monica Lombraña*
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

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 between the City of El Paso and TIBH Industries, Inc. (“TIBH”) and Professional Contract Services, Inc. (“PCSI”), for various cleaning services at the El Paso International Airport terminal building. The term of the contract will be through December 31, 2011.

ADOPTED this ____ day of _____ 2009.

CITY OF EL PASO

ATTEST:

John F. Cook, Mayor

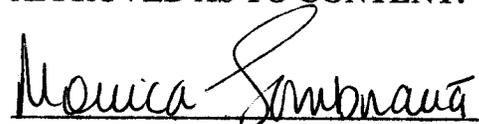
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

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.

The 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. The 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 EPIA on the 25th day of each month for services furnished. Upon verification and approval of such billing, EPIA 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 and EPIA 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.** The City shall not be subject to any obligations or liabilities of the 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 the City and nothing contained herein shall constitute or designate them or any of their employees as employees of the 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.** WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, CONTRACTOR 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.

7. **INSURANCE.** Contractor agrees that, at its own cost and expense, it shall procure and continue in force throughout the term of this Contract, for the benefit of the City and Contractor, their respective officers, employees, agents, invitees, contractors and subcontractors, comprehensive general public liability and property damage insurance against any and all claims for injuries to persons or damage to property occurring as a result of services provided for pursuant to this Contract.

The minimum amount of coverage for the general liability insurance policy shall be FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per person, ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, for bodily injury or wrongful death and ONE MILLION DOLLARS (\$1,000,000.00) for property damage.

Contractor shall furnish the City with a copy of all policies or a certificate from the insurance carrier showing such insurance to be in full force and effect during the term of this Contract prior to the commencement of this Contract, and thereafter with certificates evidencing renewals or replacement of said policies. Copies of the policies or certificates shall be provided to the Director and the Purchasing Department of the City. Failure to submit copies of the policies or certificates in the manner set forth herein may result in the cancellation of this Contract.

All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name the City and its officers, servants, agents and employees as additional insureds. The policies or certificates shall also contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the City at least thirty (30) days in advance of the effective day thereof.

8. TERMINATION

- A. *Termination by the City for Convenience.* The City may terminate this Contract at any time if in the 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. The City shall pay only for services actually performed under this Contract and not previously paid.
- B. *Termination by the City for Cause.* The 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, the 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 the City may terminate Contractor's performance under this Contract as of such date.

By way of example and in no way limitation, the following shall be 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. The 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, the 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. The 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 the 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 the City's Default.* If the 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 the 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 the City cures such default, the termination shall be ineffective. If the 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 equipment and materials provided by City in good usable order, allowing for ordinary wear and tear.

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

10. **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 the City may terminate this Contract.

11. **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 the all parties.
12. **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 the 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.
13. **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.

14. **ADVERTISING.** Contractor shall not advertise or publish, without the Director's prior written consent, the fact that the 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.
15. **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.

16. **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
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, TX 78238

Professional Contract Services, Inc.
Attn: Steve Garcia
718 West FM 1626, Building 100
Austin, TX 78747

17. **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.

18. **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.

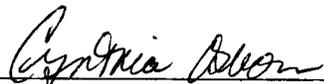
APPROVED this ___ day of March 2009.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2009, by **Joyce A. Wilson** as City Manager for the City of El Paso.

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONTRACTOR:

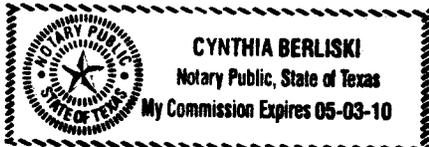
TIBH INDUSTRIES, INC. (TIBH):

By: Henry Hernandez
Printed Name: HENRY HERNANDEZ
Title: SALES MARKETING REP

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF Travis)

This instrument was acknowledged before me on this 2nd day of March, 2009, by Henry Hernandez Sales Mktg Rep for TIBH INDUSTRIES, INC. (TIBH).



Cynthia Berliski
Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CONTRACTOR:

**PROFESSIONAL CONTRACT
SERVICES, INC. (PCSI):**

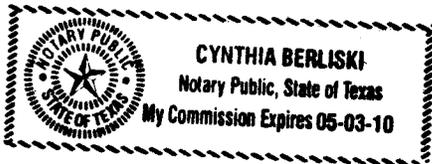
By: *[Signature]*
Printed Name: Michael K. Cloud
Title: Vice President

ACKNOWLEDGMENT

THE STATE OF TEXAS)
COUNTY OF Travis)

This instrument was acknowledged before me on this 2nd day of March, 2009, by Michael K. Cloud as V.P. for **Professional Contract Services, Inc. (PCSI).**

[Signature]
Notary Public, State of Texas



ATTACHMENT A

CLEANING SERVICES FOR EL PASO INTERNATIONAL AIRPORT MINIMUM REQUIREMENTS

TASKS:

A. GENERAL CLEANING INSTRUCTIONS FOR RESTROOMS (ALL SHIFTS)

I. EQUIPMENT

- a. Maid cart
- b. Mop bucket with wringer
- c. Mop
- d. Broom and dust pan
- e. Duster
- f. Bow brush and container
- g. Wet floor sign
- h. Working sign

II. MATERIALS

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

III. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- a. Safety glasses with side shields
- b. Solvex rubber gloves
- c. Safety shoes (anti-slip, ANSI#241)
- d. Dust particle mask

IV. INSTRUCTIONS

- a. Inspect area for deficiencies:
 1. Floor
 2. Counter
 - i. Paper towel
 - ii. Hand soap
 - iii. Tampax/Kotex
 3. Stalls:
 - i. Toilet paper
 - ii. Floor
 - iii. Commodes
 - iv. Seat covers
 - v. Coat hook
 4. Urinals
 - i. Floor
 - ii. Wall
 - iii. Fixture
 5. Baby changing station
 6. Air grills
 7. Walls
 8. Lights (operational check)
 9. Hand dryer (operational check)
- b. Correct any deficiency:
 1. Floor - place "Wet Floor" sign out and mop up water.
 2. Counter
 - i. Refill paper towel dispensers
 - ii. Refill hand soap dispensers
 - iii. Refill Taxpax/Kotex dispensers
 3. 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.
 4. Urinals
 - i. Mop up water, if on floor.
 - ii. Wipe wall, if necessary
 - iii. Clean urinal following instructions.
 5. Refill baby changing station, verify straps
 6. Check dust air grills following instructions
 7. Clean walls following instructions
- c. General cleaning:
 1. Mop floor - following safety requirements for barricading

2. Clean mirror - following instructions
3. Clean counter tops - follow instructions
4. Clean sinks and faucets
5. Clean dispensers - soap, tampax, paper towel and hand dryer
6. Clean stalls, walls, commodes and floors in stalls
7. Clean urinals, walls, floors
8. Empty trash receptacles
9. When cart trash bags are full, remove bag - tie off and dispose of in compactor located in basement of Terminal I.

V. 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.

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

I. EQUIPMENT

- a. 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).
- b. Work area and wet floor signs.
- c. Mop with bucket and wringer.
- d. Pump spray bottle properly labeled with the name of the chemicals being used.

II. MATERIALS

- a. Cotton bowl mop
- b. Paper towels, rags and sponges
- c. Disinfectant cleaner
- d. Multi-purpose cleaner

III. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- a. Eye Protection: Safety glasses with side shields
- b. Hand Protection: Green Solvex Rubber Gloves (Rubber gloves must be worn at all times when cleaning commodes and urinals).
- c. Foot Protection: Safety shoes (Wear safety shoes at all times).

IV. INSTRUCTIONS

- a. Place proper signage per shift Crew Leader recommendations to alert the public.

- b. Put on rubber gloves and safety glasses.
- c. Remove foreign matter with brush from urinals and commodes. Flush each when cleared.
- d. 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.
- e. Time permitting, allow it to sit for five minutes.
- f. Flush urinals and commodes and rinse the outside area with clean water making sure all the chemical is rinsed off.
- g. Use paper towels to wipe dry exterior areas of urinals and commodes to include seats, basins and fixtures.
- h. Discard paper towels in trash can or trash liner on cart.
- i. Mop up excess spillage around urinals and commodes. Rinse with clean water and allow to dry. Remove signs when the floor is dry.

V. SAFETY STATEMENT

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

C. GENERAL CLEANING INSTRUCTIONS FOR LAVATORY (SINK)

I. EQUIPMENT

- a. Spray bottle properly labeled with the name of the chemical being used.
- b. Work area and wet floor signs.

II. MATERIALS

- a. All purpose or disinfectant cleaner
- b. Paper towels and sponge

III. PERSONAL SAFETY EQUIPMENT (MINIMUM REQUIREMENTS)

- a. Eye protection: Safety glasses with side shields
- b. Hand protection: Green Solvex rubber gloves

IV. INSTRUCTIONS

- a. Place proper signage per shift Crew Leader recommendation.
- b. Put on rubber gloves and safety glasses.
- c. Spray lavatory (sink) holding spray bottle six inches away, spray nozzle
- d. Set at a mist not a stream using disinfectant or all purpose cleaner.
- e. Time permitting: Allow to stand for five minutes.

- f. Wipe dry with paper towels.
- g. Properly discard used paper towels in trash can or trash liner on cart.

V. SAFETY STATEMENT

- a. Make sure you are wearing safety glasses when spraying cleaning chemicals.
- b. Wash gloves with soap and water before removing them.

D. GENERAL CLEANING INSTRUCTION FOR COUNTER TOPS

I. EQUIPMENT

- a. Spray bottle properly labeled with the name of the disinfectant cleaner or all purpose cleaner being used.
- b. Work area and wet floor signs.

II. MATERIALS

- a. Disinfectant cleaner or all purpose cleaner
- b. Paper towels
- c. Sponge

III. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- a. Hand protection: Green Solvex rubber gloves
- b. Eye protection: Safety glasses with side shields

IV. INSTRUCTIONS

- a. Place proper signage for shift or Crew leader recommendations to alert the public.
- b. Put on rubber gloves and safety glasses
- c. 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.
- d. Time permitting: Allow to stand for 5 minutes
- e. Scrub counter top with a sponge dry off with paper towels.

V. SAFETY STATEMENT

- a. Make sure you are wearing safety glasses when spraying cleaning chemicals.
- b. Wash gloves with soap and water before removing them.

E. GENERAL CLEANING INSTRUCTIONS FOR MIRRORS

I. EQUIPMENT

- a. Work area sign and wet floor sign
- b. Spray bottle properly labeled with the name of the chemical being used

II. MATERIALS

- a. Glass cleaning chemical
- b. Paper towels

III. PERSONAL PROTECTIVE EQUIPMENT (AS A MINIMUM)

- a. Hand protection: Green Solvex rubber gloves
- b. Eye protection: Safety glasses with side shields

IV. INSTRUCTIONS

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

V. SAFETY STATEMENT

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

F. GENERAL INSTRUCTIONS FOR HIGH DUSTING

I. EQUIPMENT

- a. Ladder
- b. Platform left battery operated
- c. Feather duster
- d. Dust mop/extension pole
- e. Battery operated or electric vacuum
- f. Proper signage

II. MATERIALS

- a. Paper towels
- b. Rags
- c. Dust attractant - treatment

III. PERSONAL PROTECTIVE EQUIPMENT (MINIMUM REQUIREMENTS)

- a. Eye protection - Goggles
- b. Respiratory protection - Mask
- c. Hand operation - Green Solves rubber gloves
- d. Back protection - Back support belt

IV. INSTRUCTIONS

- a. Place proper signage to alert the public that area is closed or that they are being rerouted.
- b. Move furniture using proper lifting techniques or ask for assistance.
- c. Using the platform lift or a ladder to dust all high areas and overhangs, light fixtures and directory signs.
- d. 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.
- e. Wipe remaining dust from these areas. Once the high dusting is completed, dust mop the floor below or vacuum the carpet.

V. SAFETY STATEMENT

- a. Goggles must be worn at all times while dusting
- b. Ensure that all areas are clear before moving the platform lift.
- c. Dust mask must be worn at all times while dusting.

TRAINING

A. EQUIPMENT TRAINING

1. 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.
2. No employee will operate equipment unless documented that said employee has been trained.
3. Any employee caught misusing or damaging equipment will be disciplined and retrained on proper use.
4. Crew leaders will be disciplined if issuing damaged or broken equipment to employees.
5. All Crew Leaders will check all equipment being checked in or checked out before issuing equipment for the next shift.

6. 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.
7. 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.
8. Any new equipment purchased to replace old equipment will require training for all employees to familiarize themselves with the functions of the new equipment.
9. Training on how to properly operate equipment will be done by the 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.
10. If employee has not been trained to operate equipment, he or she will not be required to work with equipment.

B. SECURITY TRAINING

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.

C. HAZARDOUS MATERIAL TRAINING

That all employees be properly trained in the dilution and proper use of all chemicals used for cleaning of the restrooms. That all containers be properly labeled at all times as required by OSHA that material safety data sheets be available for inspection on all cleaning chemicals upon request. Hazardous materials will be handled per instructions of the Facilities Maintenance Hazardous Materials Policy.

(END OF ATTACHMENT A)



5503 Grissom Road, Suite 103 • San Antonio, TX 78238

Henry Hernandez
Marketing Sales Representative

(210) 521-3742
Fax: (210) 521-7108

February 17, 2009

Monica Vera, Airport Program Coordinator
El Paso International Airport
6701 Convair Rd.
El Paso, TX 79925-1029

RE: Cleaning Services – El Paso International Airport

Dear Ms Vera:

Mr. Steve Garcia of Professional Contract Services, Inc. is submitting the below revised three-year price quote due to the City's request to begin the new contract on April 1. This price quote is based on using the current specifications and the current scope of work. Please note that if you anticipate any changes in the specifications, the price may be affected.

Description	Year	Unit	Approx. Qty	Unit Price	Annual Price
Cleaning Services - EPIA	2009	Month	*9	\$53,871.63	\$484,844.67
	2010	Month	12	\$55,787.44	\$669,449.28
	2011	Month	12	\$57,771.98	\$693,263.76

*Apr. 1 thru Dec. 31, 2009

Please let me know if you have any questions or recommendations. I look forward to assisting in expediting this contract. 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: Joe Lugo, Airport Maintenance Superintendent - EPIA
- 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
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