

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Department of Aviation

AGENDA DATE: July 29, 2008

CONTACT PERSON/PHONE: Patrick T. Abeln, A.A.E., Director of Aviation – 780-4736

DISTRICT(S) AFFECTED: 3

SUBJECT:

Approve a Resolution that the City Manager be authorized to execute a State Use Contract between the City of El Paso, TIBH, Inc., and Border TM Industries, Inc. for grounds maintenance services at El Paso International Airport (EPIA). The term of the contract will be three (3) years and shall become effective August 1, 2008. Compensation will be \$8,347.38 per month for Year 1; \$8,853.00 per month for Year 2; and \$9,118.59 per month for Year 3.

BACKGROUND / DISCUSSION:

TIBH/Border TM will perform grounds maintenance services to include removal of litter, trash and debris as well as emptying of trash cans in specified areas. Border TM is certified by TIBH, Inc. as providing employment for the blind and/or severely disabled. This contract is exempt from competitive bidding requirements of the Texas Local Government Code Section 252.021 and in compliance with Chapter 122 of the Texas Human Resource Code. TIBH, Inc./Border TM has been providing these services to EPIA since 2003.

PRIOR COUNCIL ACTION:

City Council approved the previous contract for these services on May 1, 2007.

AMOUNT AND SOURCE OF FUNDING:

\$315,827.64 for three (3) years
62620001-502204-40101– EPIA Enterprise Fund

BOARD / COMMISSION ACTION:

N/A

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

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

DEPARTMENT HEAD: Patrick T. Abeln
(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 execute a State Use Contract between the CITY OF EL PASO, TIBH, INC., and BORDER TM INDUSTRIES, INC. for specified grounds maintenance services at the El Paso International Airport for a term of three (3) years; and that it is in the best interest of the City for this grounds maintenance service function to be performed through contract.

ADOPTED THIS ____ DAY OF JULY 2008.

CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

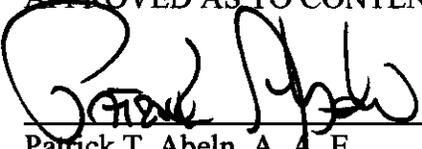
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Raymond L. Telles
Assistant City Attorney

APPROVED AS TO CONTENT:



Patrick T. Abeln, A. A. E.
Director of Aviation

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

STATE USE CONTRACT
CONTRACT FOR GROUNDS MAINTENANCE
SERVICES

THIS CONTRACT, made this _____ day of July, 2008 by and between the CITY OF EL PASO, a Texas home rule municipal corporation (hereinafter referred to as "City"), by and through its EL PASO INTERNATIONAL AIRPORT, (hereinafter referred to as "EPIA"), and TIBH, Inc. (hereinafter referred to as "TIBH"), a private non-profit corporation and the certifying party, and BORDER TM INDUSTRIES, INC., the performing party (hereinafter referred to as "Contractor").

WHEREAS, the EPIA is in need of grounds maintenance services and the Contractor provides such grounds maintenance services;

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

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

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

NOW, THEREFORE, the parties do hereby mutually agree as follows:

- 1. EMPLOYMENT OF CONTRACTOR.** City agrees to engage Contractor and Contractor hereby agrees to perform the grounds maintenance services set forth herein.
- 2. TERM.** The term of this Contract is three (3) years, and shall become effective on August 1, 2008, with an expiration date of July 31, 2011.
- 3. SCOPE OF SERVICES.** Contractor shall provide the grounds maintenance services as more fully described in **EXHIBIT 1**, which is attached hereto and incorporated herein for all purposes. Contractor shall provide said services under the terms and conditions stated herein and to the satisfaction of the Director of Aviation or EPIA staff.
- 4. PAYMENT.** In consideration for the services provided by Contractor as stated herein, City agrees to pay TIBH the amounts identified in **EXHIBIT 2**, 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 Contractor as may be

determined by TIBH and Contractor. Receipt of payment by TIBH shall constitute payment in full to both TIBH and Contractor and discharge fully the obligation of City and EPIA hereunder.

The monthly invoices referenced above shall reflect the appropriate City purchase order number. Invoices shall be submitted to:

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

Payment of invoices will be made in accordance with the City's standard payment procedure.

5. **INDEPENDENT CONTRACTOR.** Neither EPIA nor City shall be subject to any obligations or liabilities of Contractor, TIBH, or their employees, incurred in the performance of the Contract unless otherwise authorized herein. TIBH and Contractor shall be deemed at all times to be independent contractors and nothing contained herein shall constitute or designate them or any of their employees as employees of EPIA or City. In carrying out the terms of this Contract, TIBH and Contractor shall select their own employees and such employees shall be and act under the exclusive and complete supervision and control of Contractor. Neither Contractor, TIBH, nor their employees shall be entitled to any of the benefits established for City or EPIA employees, nor shall they be covered by the City's Workers' Compensation Program.

City shall notify TIBH and Contractor if any of Contractor's employees do not perform their duties as necessary to carry out Contractor's duties required under this Contract.

6. **INDEMNIFICATION. CONTRACTOR AND TIBH AGREE TO INDEMNIFY AND HOLD CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, 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 BUSINESS AT THE EPIA, OR FROM ANY BREACH ON THE PART OF CONTRACTOR OR TIBH OF ANY TERMS OF THIS CONTRACT, OR FROM ANY ACT OR NEGLIGENCE OF CONTRACTOR OR TIBH, THEIR AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE EPIA 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 AND TIBH, UPON NOTICE FROM CITY, AGREE 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 of El Paso, EPIA, Contractor, and TIBH, their 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 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 City with a copy of 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 of Aviation and to the City of El Paso, Purchasing Department, Attention: Enrique Acosta, Jr.

All such policies of insurance shall be written by insurance underwriters authorized to do business in the State of Texas. All policies shall name City and EPIA and all their officers, servants, agents, and employees as additional insureds.

The policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to City thirty (30) days in advance of the effective day thereof.

Failure to submit copies of the policies or certificates within the time specified above may result in Contract termination.

8. **TERMINATION**

A. *Termination by EPIA for convenience:* EPIA may terminate this Contract at any time if in EPIA'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. Contractor shall submit a statement to the Director of Aviation showing in detail the services performed prior to the date of termination. EPIA shall pay TIBH only for services, which were actually performed by Contractor under this Contract prior to the date of termination and not previously paid.

B. *Termination by EPIA for Cause:* EPIA 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, EPIA 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 EPIA may terminate Contractor's performance under this Contract as of such date.

The following shall be 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; or
- (2) The dissolution or liquidation of Contractor or TIBH; 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, 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 prior to the date of termination. EPIA shall pay TIBH only for services, which were actually performed by Contractor under this Contract prior to the date of termination and not previously paid.

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

D. Termination by Contractor for EPIA Default: If EPIA fails to perform any of its duties under this Contract, Contractor may deliver a written notice to the Director of Aviation describing such default, specifying the provisions of the

Contract under which Contractor considers EPIA 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 EPIA cures such default, the termination shall be ineffective. If EPIA fails to cure such default prior to the date of termination, Contractor may terminate its performance under this Contract as of such date.

E. Mutual Termination: 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. Upon expiration or termination 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 or TIBH without the express prior written consent of City. Any such 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 and shall be grounds for termination.
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 and TIBH, cancel this Contract without liability to City if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, TIBH, or any agent or representative of Contractor or TIBH, to any officer or employee of the City of El Paso 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 terminated 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 terminate 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(s), to terminate 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 City'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.
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 Contractor and TIBH and City shall incur no penalty nor 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
Purchasing Department
Attn: Enrique Acosta, Jr.
P.O. Box 1919
El Paso, Texas 79999-1919

TIBH: TIBH, Inc.
Attn: Henry Hernandez, Marketing Sales Rep.
5503 Grissom Road, Suite 103
San Antonio, TX 78238

CONTRACTOR: Border TM Industries, Inc.
Attn: Everardo M. Sanchez
5310 El Paso Drive
El Paso, Texas 79905

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.

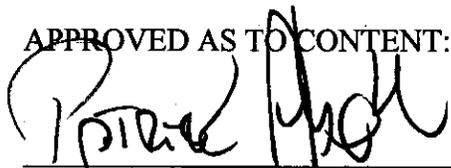
18. **ENTIRE AGREEMENT.** This Contract constitutes and expresses the entire agreement between the parties regarding the scope of services specified. It shall not be amended or modified except by a written instrument signed by all parties. Each individual(s) signing this Contract acknowledges that he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

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO CONTENT:



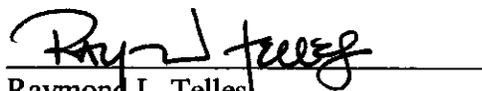
Patrick T. Abeln, A. A. E.
Director of Aviation

APPROVED AS TO CONTENT:



Carmen Arrieta-Candelaria
CFO for Financial Services

APPROVED AS TO FORM:

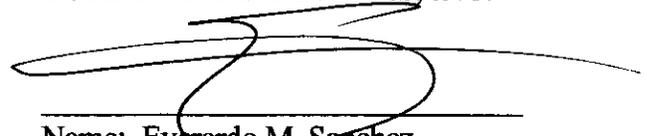


Raymond L. Telles
Assistant City Attorney

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

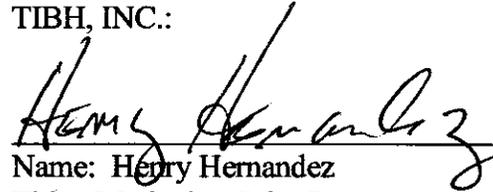
TIBH and CONTRACTOR:

BORDER TM INDUSTRIES, INC.



Name: Everardo M. Sanchez
Title: Executive Director

TIBH, INC.:



Name: Henry Hernandez
Title: Marketing Sales Representative

EXHIBIT 1 SCOPE OF SERVICES

DESCRIPTION OF GROUNDS MAINTENANCE SERVICES

Contractor shall be responsible for providing grounds maintenance services in the areas defined below, and as specified by the Director of Aviation ("Director") or designee. Contractor shall remove litter, trash, and debris, as well as empty trashcans located in the areas noted below. All litter, trash, and debris will be disposed of at the maintenance facility located on Boeing Street, or as designated by the Director. The Director may specify additional areas for maintenance, from time to time.

1. **SHORT TERM PARKING LOT**

- Interior - All grounds designated for parking, landscaped areas, entry/exit areas, and terminal entrance walkways.
- Exterior - Landscaped areas around rock wall, entry/exit areas, driveways, and sidewalks.

2. **LONG TERM PARKING LOT - SOUTH**

- Interior - All parking lot grounds, medians, all entry/exit areas, shuttle stops and trash receptacles.
- Exterior - All landscape areas around parking lot, entry driveways and sidewalks.

3. **LONG TERM PARKING LOT - NORTH**

- Interior - All parking lot grounds, medians, all entry/exit areas, shuttle stops and trash receptacles.
- Exterior - All landscape areas around parking lot, entry driveways and sidewalks.

4. **EMPLOYEE PARKING LOTS**

- Interior - Parking lot grounds areas, median areas, trash receptacles, entry/exit ways.
- Exterior - Landscape areas around parking lot wall, sidewalks, and driveway.

5. **RENTAL LOT** - All parking lot grounds, trashcans, entry/exit areas, and sidewalks.

6. **CARGO AREA** – From rental car ready parking lot, Convair Road west of western end of terminal, West and South, area from Convair/Braniff Roads to buildings front, ending at Airway Blvd. All parking lot grounds, landscaped areas outside rock wall border between streets and building locations, entry/exit ways, and sidewalks.

7. **AIRWAY BLVD.** – All medians, triangles, landscaped and grass areas from median start point, just north of Boeing Street, west to Airport Road. Landscaped areas will include areas from Shelter Valet Parking area south of Airway Blvd., at the intersection of Airway and Airport Road, north to fence line bordering airport property on Northern side of railroad tracts (southwest corner of runway). All medians and triangles located on Terminal Drive are to be serviced during Airway Blvd. servicing.

8. **TOWER AREA** – Area located south of airport tower, outside airport runway fence line, at northern end of Hawkins Blvd.
9. **TAXICAB STANDS** – Designated taxi cab stand area in front of Airport Terminal.
10. **HAWKINS VACANT LOT** – Area north of Montana, east of Hawkins, south of tower area fence line, west of Border Patrol fence line.
11. **AIRPORT ROAD** – From intersection of Airport Road and Airway Blvd., south on Airport Road, along western fence line of airport runway to Leigh Fisher Blvd.
12. **LEIGH FISHER BLVD.** – From the intersection of Airport Road and Leigh Fisher Blvd., east to northern curve of Leigh Fisher Blvd. All landscaped medians and roadsides, including airport property and fence lines, following last business location to road curve.
13. **BUTTERFIELD ROAD** – From intersection of Airport Road and Butterfield Road, east through Butterfield Circle. All medians and roadsides.
14. **FOUNDERS BLVD.** – From intersection of Airport Road and Founders Blvd. east to connecting road, Walter Jones Drive, east to new extension road leading to Cargo areas. All medians, roadsides, and fence lines starting at Leigh Fisher heading east.
15. **BOEING DRIVE** – From intersection of Boeing Dr. and Hawkins Street, west on Boeing Dr., northern side of street, airport business locations, and grass, landscaped areas, parking lots, and sidewalks, west to American Drive. Vacant lots on southern side of Boeing Dr. between Hawkins Street and Elp Street, Lockheed Drive and Boeing Drive. Vacant lot on southern side of Boeing Drive, east of business located at intersection of Boeing Drive and Airport Road.
16. **LOCKHEED DRIVE** – Area on southern side of vacant lots located between Hawkins and Elp Street, Boeing Dr. and Lockheed Dr.
17. **WALTER P. JONES & YARBROUGH (GLOBAL REACH BLVD.) EXTENSION AND NEW CARGO FACILITIES TO INCLUDE GEORGE PERRY DRIVE.**
Clean litter, trash, and debris from the following areas as listed below:
 - A. Access road extending from the eastern end of Walter Jones, 3.8 miles inward to the cargo transit terminal. Cleanup will include both sides of road as well as medians. Cleanup will extend to both fence lines for entire road, as well as terminating point at fence end near cargo facility.
 - B. All fence line junctures (traps) will be cleaned and all trash and debris removed.

- C. The cargo facility will be litter picked and debris removed on southern side of terminal and all bay locations. The access road in front of terminal will be cleaned.
- D. All three (3) parking lots and parking ends will be litter picked from fence line on the western end to fence line on eastern end. All internal rock landscapes will be litter picked at all parking lot locations. All desert landscaped centered areas will be cleaned around its outer edge, up to twenty (20) feet from parking lot edge.
- E. Locations at beginning of extended road, end of Walter Jones, have areas on both sides of road. These locations will be litter picked and trash/debris removed.
- F. All trash, litter, and debris will be disposed at the EPIA supplied disposal containers on Airport property.
- G. This grounds maintenance service will be performed fifty-two (52) weeks per year. Service locations are as EPIA designated personnel request.
- H. Yarbrough Extension (Global Reach Blvd.) from Montana Street, northward to end intersection perpendicular to road traveling from Walter Jones/east end to Cargo facilities, 2.1 miles - both sides of road as well as median. Litter pick up, trash, and debris removal as stated above.

(SCHEDULE OF SERVICES BEGINS ON THE FOLLOWING PAGE)

SCHEDULE OF SERVICES

Grounds maintenance services are required of Contractor at the locations listed above, and shall be performed on the following dates and times:

SHORT TERM PARKING LOT – Mondays through Fridays

RENTAL LOT – Monday & Friday

EMPLOYEE PARKING LOTS – Monday, Wednesday & Friday

CARGO AREA – Monday, Wednesday & Friday

LONG TERM PARKING LOTS – Monday, Wednesday & Friday

AIRWAY BLVD. – Monday & Friday

TOWER AREA – Monday & Friday

TAXI CAB STANDS – Monday through Friday

HAWKINS VACANT LOT – Monday, Wednesday & Friday

AIRPORT ROAD – Tuesday & Thursday

LEIGH FISHER BLVD. – Tuesday & Thursday

BUTTERFIELD ROAD – Tuesday & Thursday

BOEING DRIVE – Tuesday & Thursday

WALTER P. JONES ROAD – Tuesday & Thursday - In addition to Cargo Area referenced above, both Cargo facilities will be serviced on a Monday, Wednesday, and Friday basis. The Walter Jones extension will be serviced on Monday, Wednesday, and Friday along with the Cargo Facilities.

YARBROUGH EXTENSION (GLOBAL REACH BLVD.) – Tuesday & Thursday

(END OF EXHIBIT)



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

Henry Hernandez
Marketing Sales Representative

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

July 7, 2008

Joe Lugo, Airport Maintenance Supervisor
El Paso International Airport
6701 Convair Rd.
El Paso, TX 79925-1029

RE: State Use Contract 2005-154C
Grounds Maintenance Services - El Paso International Airport

Dear Mr. Lugo:

Ms. Marta Kind of Border TM Industries, Inc. is submitting the below revised price quote due to the City's request to submit a three-year price quote for the grounds maintenance services - El Paso International Airport for your review and consideration.

Please note that if you anticipate any changes in the specifications, the price may be affected.

Description	Year	Unit	Unit Price	Annual Price
Grounds Maintenance Services - EPIA	08-09	Month	\$8,347.38	\$100,168.56
	09-10	Month	\$8,853.00	\$106,236.00
	10-11	Month	\$9,118.59	\$109,423.08

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.

Sincerely,

Henry Hernandez

HH/asb

cc: Pete Dunavant, Financial Services - Purchasing, City of El Paso
Eddie M. Sanchez, Executive Director, Border TM Industries, Inc.
Marta Kind, City Contracts Manager, Border TM Industries, Inc.
Pat Abeln, Director of Aviation, E.P.I.A.
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