

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

**AGENDA DATE:** December 7, 2021

**PUBLIC HEARING DATE:** Not Applicable

**CONTACT PERSON(S) NAME AND PHONE NUMBER:**

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director  
and City Engineer, (915) 212-1845  
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

**DISTRICT(S) AFFECTED:** All

**STRATEGIC GOAL:** Strategic Goal No. 1: Cultivate an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** 1.4 – Grow the core business of air transportation.

**SUBJECT:**

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

**BACKGROUND / DISCUSSION:**

WorkQuest/PCIS will provide custodial services at the El Paso International Airport. 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 WorkQuest as providing employment for the blind and/or disabled. WorkQuest/PCSI has been providing these services to EPIA since 1998.

**SELECTION SUMMARY:**

N/A

**CONTRACT VARIANCE:**

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

**PROTEST**

N/A

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

Amount: \$3,154,271.64

Funding Source: Airport Operations

Account: 562/3000/62070/522060

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?  YES  NO

PRIMARY DEPARTMENT: El Paso International Airport  
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

DEPARTMENT HEAD:



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Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR agenda** for the Council Meeting of **December 7, 2021**.

**STRATEGIC GOAL: NO. 1 CULTIVATE AN ENVIRONMENT CONDUCIVE TO STRONG, SUSTAINABLE ECONOMIC DEVELOPMENT**

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

**Award Summary:**

Discussion and action that the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

**Contract Variance:**

The difference in cost is based on the comparison to the previous contract and is as follows: An increase of \$692,649 for the initial term, which represents a 28.14 % increase due to additional items being added to the scope of work.

Non-Competitive Service Requirement Contract  
Contract No. 2022-0013

\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

## RESOLUTION

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

**WHEREAS**, Professional Contract Services, Inc. (PCSI) is certified by Workquest as providing employment for the blind and 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, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign a Contract for Cleaning Services by and between the City of El Paso, Workquest (formerly known as TIBH Industries, Inc.) and Professional Contract Services, Inc. for cleaning services at the El Paso International Airport Terminal, with a term from January 1, 2022 through December 31, 2024. This is a service requirement contract for an estimated amount of \$ 3,154,271.64 for the initial three year term with an option to extend the contract for two additional years for an estimated amount of \$ 2,262,893.40 for a total estimated amount of \$ 5,417,165.04.

*[SIGNATURES FOLLOW ON THE FOLLOWING PAGE]*

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2021.

CITY OF EL PASO:

\_\_\_\_\_  
Oscar Leeser  
Mayor


ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Sam Rodriguez, P.E.  
Chief Operations and Transportation Officer,  
Aviation Director and City Engineer

**THE STATE OF TEXAS                    )**  
**)**           **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”), and WORKQUEST, a private non-profit corporation and the certifying party (“Workquest”) (formerly known as TIBH Industries, Inc.) 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 Workquest as providing employment for the blind and 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 Texas 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.** This Contract commences upon written approval of the Purchasing & Strategic Sourcing Department in accordance of Section 9 of this Contract and expires 36 months from the date of such written approval.
- 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 (B-6 and B-2), West Concourse, La Placita and the “Meeter/Greeter” areas of the EPIA Terminal Building. Such areas include a total of approximately 8402 square feet, 5 unisex restrooms, 155 toilets, 53 urinals, and 144 lavatories, 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 (“Director”) or Director’s designee.

City shall notify Workquest 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. BILLING AND PAYMENT.** In consideration for the services provided by Contractor as stated herein, City agrees to pay Workquest the amounts identified in **ATTACHMENT “B”**, which is attached hereto and incorporated herein for all purposes, through the term of this Contract. Workquest shall prepare its invoices in such manner and in such detail as the Director shall request in writing. Contractor shall bill City on the last day of each month for services furnished. Upon verification and approval of such billing, City shall proceed to process and send payment to Workquest. Workquest shall send the appropriate amount, within a reasonable time, to PCSI as may be determined by Workquest and PCSI. Receipt of payment by Workquest shall constitute payment in full to both Workquest 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. Workquest 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, Workquest 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 AGREE 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 public liability insurance with a minimum one million dollars (\$1,000,000.00) limit, per occurrence, for death, personal injury and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit.

Additionally, Contractor shall carry comprehensive automobile liability insurance covering owned, leased, hired and non-owned vehicles with at least One Million Dollars (\$1,000,000.00) combined single limit. These amounts are not a limitation upon the Contractor's agreement to indemnify and hold the City harmless.

The policy shall be carried by an insurance company authorized to do business in the State of Texas. The policy shall be in a form acceptable to the City and shall be for the protection of the City as well as Contractor. The City shall be named as an additional insured. With respect to the above-required insurance, the City and its officers and employees shall be named as additional insureds 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  
Purchasing & Strategic Sourcing Department  
300 N. Campbell, 1st Floor  
El Paso, Texas 79901

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. **BONDS AND OTHER PERFORMANCE SECURITY.** Contractor shall provide performance bond and labor payment bonds as set forth in ATTACHMENT "D". Contractor shall not commence any work under this Contract until the Contractor has provided the City the Performance and Payment Labor bonds and the Purchasing & Strategic Sourcing Department has approved such bonds by written notice to the Contractor. The Contractor shall ensure that the Performance and Payment Labor bonds remain valid during the entire term of this Contract. If the Contractor fails to provide the Performance and Payment Labor bonds or if such bonds are not valid at any time under the term of his Contract, then the City may withhold payments under this Contract. Notwithstanding anything to the contrary, the Contractor's failure to provide Performance and Labor Payment bonds as required in this section is considered a material breach to this Contract.

## 10. 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 (10<sup>th</sup>) 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 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.

## **11. GENERAL CIVIL RIGHTS PROVISIONS.**

Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Contractor from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates Contractor or its transferee for the period during which Federal assistance is extended to City through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which City or any transferee retains ownership or possession of the property.

In addition, pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because EPIA is subject to regulation by, among others, the FAA, Contractor agrees to comply with the regulations identified in **ATTACHMENT "C"** which is attached hereto and made a part hereof.

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

**13. 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.

14. **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.
15. **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.
16. **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.

17. **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.
18. **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.
19. **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  
P.O. Box 1890  
El Paso, Texas 79950-1890

copy to: City of El Paso  
Purchasing Department  
P.O. Box 1890  
El Paso, Texas 79950-1890

CONTRACTOR: Workquest  
Attn: Henry Hernandez  
5503 Grissom Rd., Ste. 103  
San Antonio, Texas 78238

copy to: Professional Contract Services, Inc.  
Attn: Kevin Cloud  
718 West FM 1626, Building 100  
Austin, Texas 78747

**20. 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.

**21. 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 \_\_\_\_\_, 2021.

*(Signatures Begin on Following Page)*

Signature page for the City of El Paso, Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**


**CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Sam Rodriguez, P.E.  
Chief Operations and Transportation  
Officer, Aviation Director and City Engineer

Signature page for Workquest, Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

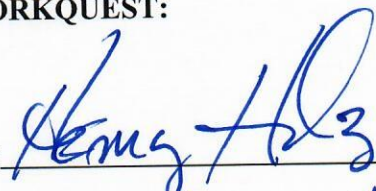
**CONTRACTOR:**

**WORKQUEST:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



HENRY HERNANDEZ

REGIONAL MARKETING MGR

Signature page for Professional Contract Services, Inc. (PCSI), Contract for Cleaning Services between the City of El Paso and Workquest and Professional Contract Services, Inc. (PCSI).

**CONTRACTOR:**

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

**Andrew**  
By: Cooke Digitally signed by Andrew Cooke  
Date: 2021.12.02 10:46:04 -06'00'  
Printed Name: ANDREW S. COOKE  
Title: DIRECTOR, CONTRACTS & COMPLIANCE



## 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 Director 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 Director 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, Director 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 Director.

## **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 Director 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 \$110.00 per badge or the fee identified by the City in its annual budget resolution.
  - 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 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 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 City 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)

**ATTACHMENT "B"**

**Pricing for 2022 – 2023 and 2023 – 2024 for the  
El Paso International Airport**

<b>EPIA Custodial Services</b>	<b>CY2022 1-Jan-2022 to 31-Dec-2022</b>	<b>CY2023 1-Jan-2023 to 31-Dec-2023</b>	<b>CY2024 1-Jan-2024 to 31-Dec-2024</b>	<b>CY2025 1-Jan-2025 to 31-Dec-2025</b>	<b>CY2026 1-Jan-2026 to 31-Dec-2026</b>
Monthly Price	\$ 85,056.52	\$ 87,592.94	\$ 90,206.51	\$ 92,899.64	\$ 95,674.81
Total Annual Price	\$ 1,020,678.24	\$ 1,051,115.28	\$ 1,082,478.12	\$ 1,114,795.68	\$ 1,148,097.72

Note\*

HOURS OF OPERATION  
1<sup>st</sup> Shift: 6 am to 3 pm, and  
2<sup>nd</sup> Shift: 3 pm to 12 am

## ATTACHMENT "C"

### FAA Order 1400.11

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, as amended and/or replaced by subsequent regulation, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following (except as Lessee is mandated by security requirements imposed by Lessee's federal government customers):

1.
  - A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
  - B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]
2.
  - A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.
  - B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
  - The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
  - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
  - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
  - Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20

U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]



## ATTACHMENT “D”

### Payment and Performance Bonds and Contractor Termination

KEY DEFINITIONS	
<b>Payment Bonds</b>	A promise of a surety assuring payment to all persons supplying labor or materials in the prosecution of the work provided for in the contract.
<b>Performance Bonds</b>	A promise of a Surety, sometimes referred to as a "completion bond" to assure the City that once the contract is awarded, the contractor will perform its obligations under the contract. If a contractor fails to perform its obligations under the contract the surety company which issued the bond is obligated to fulfill the term of the contract at no additional cost to the City.
<b>Responsibility</b>	The status of contractor determining that it has the capability; tenacity and perseverance to perform a contract.
<b>Sourcing</b>	The process of selecting a contractor through competitive procurement or negotiation.
<b>Termination for Default</b>	The exercise of the government's right to completely or partially terminate a contract because of the contractor's actual or anticipated failure to perform its contractual obligations.  Typical causes are if the contractor fails to <b>(i)</b> deliver goods or services within the time specified; <b>(ii)</b> perform any other provision of the contractor (insurance lapse); <b>(iii)</b> make sufficient progress, if the failure endangers performance of the contract.
<b>Termination for Convenience</b>	The exercise of the government's right to completely or partially terminate a contract when it is in the government's best interest.

PAYMENT & PERFORMANCE BONDS
<b>The amount of the bonding requirement to equal a four (4) month value of the contract.</b>
<p>Example:                      The amount of the contract is awarded for \$120,000 annually.                      The monthly cost would be billed at \$10,000 per month. (<math>\\$120,000 / 12 = \text{monthly cost}</math>)                      The bonding requirement would be 4 months X \$10,000 = \$40,000.</p> <p>Formula:  <math>(\text{Annual Award} / 12) = \text{Monthly cost}</math>  <math>\text{Monthly cost} \times 4 = \text{Bonding Requirement}</math></p>

CONTRACTOR TERMINATION
<b>There are two classifications for default termination, Level One and Level Two.</b>
<p><b>Level One-</b> Contractors terminated for default and the City has to engage the surety company to complete the contract. A Level One default would result in a contractor retaining the non-responsible designation for three years from the date of the termination. Said contractor would be placed on the "Ineligible Source List" for three years.</p> <p><b>Level Two-</b> Contractors which are terminated for default due to their inability to obtain the appropriate level. of bonding. A Level Two default would result in a contractor having the non-responsible designation for one year or until they provide written confirmation from a surety company that the contractor's bonding capacity has been increased or said contractor has obtained bonding to mitigate the condition for which they were terminated.</p>

## Bond Requirement Calculation

Annual Contract Amount (A) / 12 = Monthly Cost (B) X 4 = Bonding Requirement (C)			
Bond	Annual Contract Amount (A)	Monthly Cost (B) [Annual Amount / 12]	Bonding Requirement (C) (Monthly Cost (B) X 4)
Payment and Performance	\$ _____	\$ _____	\$ _____
<b>Total Annual Bonding Requirement</b>			\$ _____

**A Letter of Commitment from an approved surety must be submitted with the bid, bids not including this letter will be deemed non-responsive.** This Letter of Commitment is a letter that affirms that said surety shall provide a Payment and Performance bonds should the company receive an award.

Payment and Performance are due at least 30 days before the anniversary of the contract every year for the duration of the contract.

[END OF ATTACHMENT]