



Wyndham El Paso Airport

2027 Airway

El

Paso, TX 79925

Catering Contract

Client/Organization TEXAS WORKFORCE COMMISSION	Event Date 2/3/2023 (Fri)	Booking Tel (512) 463-6389	Party Name 2023 Texas Conference	Event # E16551
Address 101 E. 15th St., Room 206 - ROOM 206, Austin, TX 7	Booking Contact Nicole Rozas	Site Contact Nicole Rozas	Guests 340 (Pln)	

Setup Style	Start	End	Venue		Banquet Room	Description	
Rounds	6:30 am	5:00 pm			Woodlands Ballroom	Conference	
Food & Beverage				Equipment & Miscellaneous			
Food/Service Items	Price	Qty	Total	Food/Service Items	Price	Qty	Total
FOOD & BEVERAGE				ROOM RENTAL			
Breakfast Time - TBD (Meal Selected for Example Purposes)				Woodlands Ballroom	6,000.00		
THE CONTINENTAL	11.50	340	3,910.00	Discounted Room Rental	2,000.00	1	2,000.00
				Based on Amount of Food & Beverage Purchased for 340 275			
Morning Break - TBD (Meal Selected for Example Purposes)				SET UP			
Fresh Sliced Fruit Tray (Large)	79.00	7	553.00	Set Up Fee	500.00	1	500.00
				Classroom Style Seating for 340 300			
Afternoon Break (Meal Selected for Example Purposes)				12 ft. Stage			
HEALTHFUL HINTS	11.25	340	3,825.00	Podium			
				4 Registration Tables w/ 2 Chairs at each Table in North Pre-Function			
Plated Lunch - TBD (Meal Selected for Example Purposes)				18 Vendor Table Set in West & North Pre-Function			
Lunch to include:				Exhibit tables, each	45.00	18	810.00
Salad of Seasonal Greens w/ Golden Italian Dressing				(If extension cords are needed there will be a charge of \$6.00 each)	6.00		
Chicken Parmigiana	19.75	340	6,715.00				
Rice Pilaf & Garlic Mashed Potatoes							
Double Chocolate Cake							

** Ice Tea, Water, Coffee &
Bread Rolls Served During
Meal Service **

Comments

*** ROOM TO BE SET UP BY 02-02-23. GUEST HAS A 24 HOUR HOLD ON ROOM TO PREPARE FOR EVENT ON 02-03-23 ***

MEETING SPACE - WOODLANDS BALLROOM

SET UP:

* CLASSROOM STYLE SEATING FOR 340 ³⁰⁰

* 12 FT. STAGE

* PODIUM

* FOOD & BEVERAGE STATION

* 4 REGISTRATION TABLES W/ 2 CHAIRS AT EACH TABLE IN NORTH PRE-FUNCTION

* 18 VENDOR TABLES SET IN WEST AND NORTH PRE-FUNCTION

BREAKFAST TIME - TBD

MORNING BREAK TIME - TBD

AFTERNOON BREAK TIME - TBD

LUNCH TIME - TBD

*** PLEASE KNOW: MEAL STYLE SET UP IS AT LIBERTY TO CHANGE BASED ON FACTORS SUCH AS THE
NDHAM'S STAFFING STATUS. IF THE HOTEL IS NOT STAFFED TO SERVE A PLATED AT THE TIME OF THE
EVENT THEN THE SELECTED PLATED MEAL WILL BE SERVED BUFFET STYLE INSTEAD OF AN ALREADY PLATED
DISH ***

NOTE TO CLIENT:

~~*Contract will be null and void if a valid form of payment is not received by requested date.~~

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*Signed contract due by 10-17-22

*Final Count due by 01-25-22

~~*Final Payment due by 01-25-22~~

Subtotal	18,313.00	Paid	0.00	Pay Method	Credit Card	Card Number
Tax	1,713.38	Balance	23,026.98	Card Type		
Service Charge	3,000.60			Card Holder		Expires
Total Value	23,026.98			Signature		

As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.), are incorporated into this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, sex, disability, political beliefs, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212.

TERMS AND CLAUSES

- The Wyndham El Paso Airport has a complete food and beverage service and it is not permissible for food or beverages to go in or out of the hotel premises.
- Total is not based on final guarantee or consumption

FINAL COUNT

- Menu selection must be finalized two weeks prior to event.
- ~~Guarantee number is not subject to reduction.~~
- Final guarantee of attendance is required 5 working days prior to function unless specified otherwise.
- Estimated number will be served as final guarantee when no guarantee is received by the indicated date.
- ~~If final guarantee falls below 80% of estimated attendance on banquet events with food and beverages, a \$2.00 per person fee for each person will be accrued due to banquet room reservations.~~
- ~~All charges will be based on the guaranteed number of attendees.~~

SERVICE CHARGES AND TAXES

- All food & beverage prices are subject to an 20% Taxable 3,000.60.
- Room rental is subject to a 6 % Tax
- All charges excluding Alcohol are subject to State Sales Tax

TAX EXEMPTION

- In the event the group/client is tax exempt taxes will be accrued until tax exemption is verified with the Texas State Comptroller.

AUDIO VISUAL EQUIPMENT

- An "OWN EQUIPMENT FEE" of \$45.00 + tax will be charged if client utilizes own equipment.

DEPOSITS AND PAYMENTS

- A credit card or a non-refundable advance deposit will be required. The deposit will be refunded in the event the group cancels because of (i) breach of the Hotel or (ii) acts of God, terrorism, strikes and other events beyond the control of group/client that will make the group/client impossible to attend. When credit card is presented to hold space, an authorization will be submitted for the estimated amount due on the function. If another form of payment is not provided by the conclusion of the event, the credit card provided, will be charged for the total undisputed amount due.
- Payment schedules will require complete pre-payment prior to the event and will be outlined in contract unless The Wyndham El Paso Airport has agreed to direct bill upon approval.
- If direct bill has been established a copy of the purchase order, if applicable, will be required upon signing contract.

CANCELLATION POLICY

see attachment A

- All cancellation fees will be waived due to acts of God, terrorism, strikes and other events beyond the control of group/client that will make the group/client impossible to attend.
- Should the group/client cancel the event in its entirety for reasons other than events beyond the control of the parties or breach of this agreement by The Wyndham El Paso Airport, both parties acknowledge that the decision would constitute a breach of group's/client's obligation to The Wyndham El Paso Airport.
- Group/client agrees to submit payment for canceling the event in its entirety for reasons other than (i) events beyond the control of the parties or (ii) breach of this agreement by The Wyndham El Paso Airport to The Wyndham El Paso Airport for cancellation fees and not as a penalty, within thirty (30) days after written notification to The Wyndham El Paso Airport. Provided that group/client timely submits payment for cancellation fees, The Wyndham El Paso Airport agrees not to seek additional fees from the group relating to the event cancellation by group/client.

Number of days prior to scheduled arrival date	Cancellation
365-180 days	25%
179-90 days	50%
89-30 days	75%
29 days or less	80%

- Hotel agrees to make every reasonable effort to resell all food, beverage, and function space to minimize group's exposure regarding cancellation. Notwithstanding the above group shall not owe any cancellation fees if an event of similar size is rescheduled within 12 months. If group has already paid such fees, hotel will credit that amount in full toward rescheduled event.

MISCELLANEOUS see attachment B

Decorations, Table Linens or any other property of the Wyndham El Paso Airport that is damaged or removed by attendees may be charged to the group/client account

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Due to other events held at same time music or singing is not allowed before 9PM. (A \$200.00 fee will be applied when group does not abide with the contract unless authorization has been granted by The Wyndham El Paso Airport sales/catering staff. (Authorized by _____)

The hotel shall not assume responsibility for the damage or loss of any merchandise or articles. Arrangements for security of exhibits, merchandise, or articles set-up for display, can be made prior to the planned event. Meeting room assignments are based on anticipated attendance.

Hotel reserves the right to change groups to rooms suitable for their guaranteed attendance. As other groups may be utilizing group's/client's room prior to or after client's scheduled function, please adhere to the times agreed upon. Should group's/client's time schedule change, please contact the Catering Manager immediately. Every effort will be made to accommodate requests.

Please review contract, sign and return by the date indicated above. Once signed contract is received it will serve as confirmation for event booking and meeting space reservations.

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum which I may sign.

Client : TEXAS WORKFORCE COMMISSION

By: Lowell Keig

By: _____

Name: _____

Lowell Keig

Name: _____

Title: _____

Business Operations Director

Title: _____

Date: _____

12/8/2022

Date: _____

WYNDHAM EL PASO AIRPORT

Abby Moreno

Abby Moreno
Sales & Catering Representative

10/14/2022

Date

1.12.23

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner
Representing Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment A to Contract
Wyndham El Paso Airport, El Paso, Texas
And the Texas Workforce Commission

CANCELLATION POLICY

As a matter of state law the Texas Workforce Commission (TWC) cannot enter into any agreement which includes a cancellation and attrition policy charging or assessing a penalty for service not yet rendered. In order to work within those constraints, the cancellation and attrition policy provisions of this contract have been deleted.

TWC will inform Wyndham El Paso Airport, El Paso, Texas immediately of our intent to cancel the subject event. It is further understood that TWC will not cancel this contract for the purpose of moving the subject event to another hotel or conference property.

Texas Workforce Commission

A Member of Texas Workforce Solutions

Bryan Daniel, Chairman
Commissioner Representing
the Public

Julian Alvarez
Commissioner Representing
Labor

Aaron Demerson
Commissioner Representing
Employers

Edward Serna
Executive Director

Attachment B to Contract with Wyndham El Paso Airport, El Paso, Texas And the Texas Workforce Commission

As a matter of state law the Texas Workforce Commission cannot enter into a "hold harmless" agreement with a vendor, nor can we expend appropriated funds to secure the liability insurance. The law narrowly defines and limits those matters for which a state agency or employee may be liable and caps damages in a similar fashion. Further, under established case law a public official purporting to contract beyond those limits may be personally liable for damages incurred.

TWC has no discretion in this matter. We are involuntarily at risk to the extent dictated by the Tort Claims Act; conversely, we lack the authority to expand the scope of that risk.

In short, the Legislature has provided that agencies of the state be "self-insured" for certain purposes in certain amounts. We are liable to that extent; more we cannot do.

In this context the following is attached to the Contract between the Texas Workforce Commission and Wyndham El Paso Airport, El Paso, Texas.

ACKNOWLEDGMENT OF LIMITED LIABILITY

I hereby acknowledge that the Texas Workforce Commission as an agency of the State of Texas, is liable for the wrongful acts or omissions, or the negligent acts of its employees to the extent and for the amounts specified by the Texas Tort Claims Act.



Edward Serna, Executive Director
Texas Workforce Commission