



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date: [REDACTED]

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

AMI Expeditionary Healthcare, LLC (Headquarters: Reston, VA)

**\*Project Title/Description:**

Support Services for Humanitarian Assistance Program

**\*Purpose:**

Award: Master Agreement No. MA-PO-23-192. This Master Agreement is for an initial term from 05/12/2023 to 11/12/2023 in the not-to-exceed amount of \$900,000.00 and includes four (4) six-month renewal options.  
Administering Department: Grants Management and Innovation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award for MA-PO-23-192 is recommended to AMI Expeditionary Healthcare, LLC with which the County has negotiated a satisfactory agreement.

On 12/01/2022, Pima County Administrator signed the Emergency Procurement Authorization-Title 42 Rescission and Southwest Border Asylum Seeker Surge, granting approval, pursuant to Procurement Code 11.12.060, Emergency and other limited competition procurement, to the Procurement Director to waive normal procurement practices and make emergency procurements of materials and/or services to support the surge of asylum seekers once Title 42 is lifted.

PRCUID: 487475

Attachment: Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To assist with the preservation of the health, welfare, and safety of Pima County residents.

**\*Public Benefit:**

Street releases are avoided through the support of humanitarian partner's activities in relation to the southwest border operations.

**\*Metrics Available to Measure Performance:**

Contractor adherence to the terms and conditions of the agreement including detailed documentation provided in support of payment requests and alignment with program stakeholders.

**\*Retroactive:**

Yes, Contractor deployed staff urgently to meet the needs of the County while the contract was being completed.

AUG 12 24 09 25 PM CLK OF BD

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-192
Commencement Date: 05/12/23 Termination Date: 11/12/23 Prior Contract Number (Synergen/CMS):
[X] Expense Amount \$ 900,000.00 \* [ ] Revenue Amount: \$

\*Funding Source(s) required: U.S. Department of Homeland Security-Federal Emergency Management Agency-Emergency Food and Shelter Humanitarian Funding, Phase HR23

Funding from General Fund? [ ] Yes [X] No If Yes \$ %

Contract is fully or partially funded with Federal Funds? [X] Yes [ ] No

If Yes, is the Contract to a vendor or subrecipient? Vendor

Were insurance or indemnity clauses modified? [X] Yes [ ] No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? [ ] Yes [X] No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

[ ] Expense [ ] Revenue [ ] Increase [ ] Decrease

Amount This Amendment: \$

Is there revenue included? [ ] Yes [ ] No If Yes \$

\*Funding Source(s) required:

Funding from General Fund? [ ] Yes [ ] No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards) [ ] Award [ ] Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):

Commencement Date: Termination Date: Amendment Number:

[ ] Match Amount: \$ [ ] Revenue Amount: \$

\*All Funding Source(s) required:

\*Match funding from General Fund? [ ] Yes [ ] No If Yes \$ %

\*Match funding from other sources? [ ] Yes [ ] No If Yes \$ %

\*Funding Source:

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Kelsey Braun-Shirley Digitally signed by Kelsey Braun-Shirley Date: 2023.09.14 16:42:25 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2023.09.14 17:28:54 -07'00'

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2023.09.15 10:45:30 -07'00' Telephone: (520)724-7466

Department Director Signature: Date:

Deputy County Administrator Signature: Date:

County Administrator Signature: Date:



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2300000000000000192

MA Version: 1

Page: 1 of 2

Description: Support Services for Humanitarian Assistance Program

I S S U E R	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	<b>Issued By:</b> Kelsey Braun-Shirley
	<b>Phone:</b> 5207247466
	<b>Email:</b> kelsey.braun-shirley@pima.gov

T E R M S	<b>Initiation Date:</b> 05-12-2023
	<b>Expiration Date:</b> 11-12-2023
	<b>NTE Amount:</b> \$900,000.00
	<b>Used Amount:</b> \$0.00

V E N D O R	<b>AMI Expeditionary Healthcare LLC</b>	<b>Contact:</b> Thomas Kouloganis
	12030 Sunrise Valley Dr, Ste 240	<b>Phone:</b> 571-352-8768
	Reston VA 20191	<b>Email:</b> thomas.kouloganis@ami.health
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
This Master Agreement is for an initial term from 05/12/2023 to 11/12/2023 in the not-to-exceed amount of \$900,000.00 and includes four (4) six-month renewal options.	
Attachment: Offer Agreement.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



**PIMA COUNTY**

# MASTER AGREEMENT DETAILS

Master Agreement No: 2300000000000000192

MA Version: 1

Page: 2 of 2

**Line Description**

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1	Support Services for Humanitarian Assistance Program		
	Service Contract Amt (Not-To-Exceed)	Service From	Service To
	900000.00		

## OFFER AGREEMENT

### 1. PURPOSE

This contract establishes a system-generated form Master Agreement (“MA”) for Contractor to provide Pima County (“County”) with staffing to supplement operations serving asylum seekers with basic quality of life needs, on an “as required basis” by issue of Delivery Order (“DO”) or Delivery Order Maximo (“DOM”).

#### 1.1. FUNDING TERMS

Services provided pursuant to this agreement are exclusively for the purpose of supporting efforts to provide humanitarian assistance to asylum seekers released by the Department of Homeland Security (Border Patrol, Customs Border Protection, and/or Immigration Customs Enforcement, or other Federal Coordinating agency) and the County in incurring these costs anticipates being reimbursed or having these costs covered by a Federal Emergency Management Agency public assistance grant, related to border and asylum activities.

Special care will be taken to avoid even the appearance of a conflict of interest. No employee may participate in the selection, award, or administration of this contract, if that employee any member of their immediate family, their partner or an organization which employs or is about to employ any of the foregoing, has a financial or other interest in or tangible personal benefit from a firm considered for an award. Employees may neither solicit nor accept gratuities from Contractor, potential Contractors, or Subcontractors.

As specified in 2 C.F.R. § 200.322, as appropriate and to the extent consistent with law, County will, to the greatest extend practicable under Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all sub-awards including contracts and purchase orders for work or products under this award.

For the purpose of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured Products” means items and construction materials composed in whole or in part of non-ferrous metal such as; aluminum, plastics, and polymer-based products such as; polyvinyl chloride pipe, aggregates such as; concrete, glass, including optical fiber and lumber.

### 2. CONTRACT TERM, RENEWALS, EXTENSIONS and REVISIONS

The MA will document the commencement date of the contract, as May 12,2023 to November 12,2023 and will be for a six (6) month period and include four (4) six-month renewal options that the parties may exercise as follows: County will issue contract extensions, renewals, or revisions to Contractor with a revised MA document. Contractor must object in writing to the proposed revisions, terms, conditions, scope modifications and/or specifications within ten (10) calendar days of issuance by County. If Contractor does not notify county of any objections within that timeframe, the revision(s) will be binding on the parties.

### 3. CONTRACTOR MINIMUM QUALIFICATIONS

Contractor certifies that it is competent, willing, and responsible for performing the services or providing the products in accordance with the requirements of this contract. Contractor certifies that it possesses all licenses required by applicable Agencies to satisfy the requirements of this contract.

**Contractor will check appropriate response below and provide requested documents. Failure to check appropriate response and provide copies of requested documents may cause the offer to be rejected and deemed non-responsive:**

1	Contractor and/or its employees who will be provided to perform services pursuant to this agreement must have experience working with vulnerable populations including all age demographics and children within family units, including individuals with access and functional needs.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
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#### 4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK

**4.1. INTENT:** Contractor will provide staff to supplement Pima County's local humanitarian partner (Catholic Community Services) known as Casas Alitas Welcome Center (CAWC). Services could be extended to support additional locations or partners as needed and directed by County.

**4.1.1.** Contractor staff will be working with local humanitarian or governmental staff supporting a shelter operation to provide aid to legally processed Asylum Seekers (aka Clients).

**4.1.2.** The staff at the shelter location(s) provide coordination of basic quality of life needs (feeding, bedding, bathing) and extends to helping clients arrange bus or airplane travel, an explanation of documents that were provided to them by immigration authorities and providing a travel bag with food, water, toiletries, hygiene items, diapers, and other items to take with them on their upcoming airline or bus trips.

**4.1.3.** Clients are comprised of single adults and family units.

#### 4.2. STAFF REQUIREMENTS:

**4.2.1.** Contractor staff shall meet the following minimum qualifications:

- a) Must have satisfactory completion of a background screening that verifies criminal conviction history
- b) Must have strong communication skills-oral, and written
- c) Must have High School Diploma/GED or equivalent
- d) Must have a minimum of one (1) year administrative experience
- e) Must possess the ability to critical think through dynamic situations to include working with other staff and vendors, and providing services to multiple clients throughout their work shift

**4.2.2.** To the greatest extent practicable, Contractor staff shall meet the following preferred qualifications:

- a) Trained in social or case management skills or equivalent
- b) Bi-lingual with Spanish preferred, shelters accommodate Clients of many languages so those who are fluent with other languages are also welcome

#### 4.3. SERVICE REQUIREMENTS:

**4.3.1.** Contractor will provide operational and administrative staff as requested by CAWC or County designee to coordinate shelter, transportation, and other support as needed for asylum seekers.

**4.3.2.** Contractor staff will work flexible schedule "shift work" providing up to 24-hours coverage.

**4.3.3.** Staff provided for shift work agreed upon shall be awake during all hours of responsibility.

**4.3.4.** Contractor staff responsibilities may include:

- a) Site coordination at shelter locations
- b) Direct assistance to Asylum Seeker to facilitate the migrants and their families in their own purchasing of travel ticketing via education and sharing of knowledge
- c) Identify health or safety needs not captured or observed during medical screening
- d) Facilitate contracted meal ordering and delivery for Asylum Seeker
- e) Provide service and support for Asylum Seekers in care of
- f) Receive, Assess, sort and distribute donated goods

**4.4.** Contractor staff could be required to complete orientation provided by humanitarian partner.

**4.5. CONTRACT CONDITIONS:** As applicable, at no additional cost to County, Contractor agrees to comply with all requirements included in the attached **Exhibit A: Special Contract Provisions (1 page)**.

#### 5. SUSTAINABILITY

In accordance with Board of Supervisors Resolution 2007-84, Pima County values and highly encourages contractors to utilize sustainable practices. Please **CHECK** any of the following that your business incorporates:

- Waste prevention/reduction or material recycling/reuse.
- Alternative energy/fuels (such as solar/wind energy; bio-diesel; alternative fuels; hybrid vehicles) in your program's preparation, transportation, and demonstration.
- Environmentally preferable materials (such as recycled materials; locally produced/manufactured products).

- Sustainable practices that lessen impact on non-renewable resources and global climate change (such as reduction in water/energy/paper use; minimization of hazardous materials; use of compressed/flexible work schedules).
- Other practices which coincide with County's definition of sustainable practices (such as alternative modes of transportation; transportation minimization; life-cycle costs; product/packaging "take back" practices; preference to firms located with Pima County).

## 6. OFFER ACCEPTANCE & ORDER RELEASES

County will accept offer and execute this contract by issuing an MA (recurring requirements) to be effective on the document's date of issue without further action by either party. The MA will include the term of the contract.

Pursuant to the executed MA, County departments requiring the goods or services described herein will issue a DO or DOM to the Contractor. County will furnish the DO or DOM to Contractor via facsimile, e-mail or telephone. **If County gives the order verbally, the County Department issuing the order will transmit a confirming order document to Contractor within five (5) workdays of the date it gives the verbal order.**

**Contractor must not supply materials or services that are not specified on the MA and are not documented or authorized by a DO or DOM at the time of provision. County accepts no responsibility for control of or payment for materials or services not documented by a County DO or DOM.**

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this contract. In particular, Contractor will not provide goods or services in excess of the executed contract items, item quantity, item amount, or contract amount without prior written authorization by contract amendment that County has properly executed and issued. Any items Contractor provides in excess of those stated in the contract are at Contractor's own risk. Contractor will decline verbal requests to deliver items in excess of the contract and will report all such requests in writing to County's Procurement Department within one (1) workday of the request. The report must include the name of the requesting individual and the nature of the request.

## 7. ACCEPTANCE OF GOODS & SERVICES

The County Department designated on the issued order DO or DOM will accept goods and services only in accordance with this contract. Such acceptance is a prerequisite to the commencement of payment terms.

## 8. COMPENSATION & PAYMENT

The MA will establish the contractual Not-to-Exceed Amount ("NTE Amount"). The NTE Amount represents the funding appropriated by County for this contract and cannot be altered without amendment. Contractor will not accept orders, or provide services or products that cumulatively exceed the contract amount.

### 8.1. Unit Prices

Contractor's unit prices must include all incidentals and associated costs required to comply with and satisfy all requirements of this contract, which includes the Offer Agreement and the Standard Terms and Conditions. County will make no payments for items not in the contract and Contractor will not invoice them.

**UNIT PRICES (Net 30-day Payment Terms): See Exhibit B: Pricing (2 pages)**

Although an order may not fully include State and City sales tax, County will pay such taxes as are DIRECTLY applicable to County and Contractor invoices such taxes as a separate line item. Contractor must not include such taxes in the item unit price.

### 8.2. Price Escalation

All unit prices shall consider/provide for current economic and market conditions, and include compensation for Contractor to implement and actively conduct cost and price control. No additional compensation shall be paid to Contractor to reimburse efforts to implement and conduct cost and price controls. **Prices shall remain fixed for the initial contract term, after which Contractor will submit not-to-exceed price estimates for each subsequent term.** The price estimate must be submitted not later than 90 days prior to the contract renewal date, and any escalation in costs must clearly demonstrate justification for the increase in price, such as continued and significant changes in economic and/or market conditions justifying any requested price escalation. Any escalation must reference/cite any source materials used to form the basis of the proposed justification, but must not include historical information prior to the initial contract term. County will research Bureau of Labor Statistics (BLS) Producer Price Index (PPI) and/or other related indicators or sources, and conduct an analysis to determine

1) if the submitted justification and evidence are sufficient, 2) the requested price escalation is fair and reasonable, and 3) if approving the escalation is in the County's best interest. County reserves the right to negotiate, accept or reject the escalation, or terminate and re-solicit the contract.

### 8.3. Living Wage

All pricing will conform to Pima County's Living Wage ordinance if applicable, including required annual adjustments of the wage.

### 8.4. Additional Items and/or Services

The parties may negotiate and establish unit pricing in writing under the contract for items included in the scope of the contract that does not have previously listed unit pricing.

### 8.5. Standard Payment Term

Net (30), effective from the date of valid invoice document and does not commence until the later of 1) the receiving County Department receives goods or services into County's payment system or 2) County Financial Operations receives and verifies Contractor's invoice.

### 8.6. Optional Early Payment Discount Term

Pima County Administrative Procedure No. 22-35 Section 2.2.4 describes County's practice regarding discounts for early payment. Contractor offers the following discounts to those prices to be used for all orders issued pursuant to this contract. County will utilize the existing payment code that best matches that offered and does not exceed the offered discount percentage. Payment days cannot be less than ten (10) calendar days. Contractor will submit valid invoice document consistent with the associated DO or DOM to County's Finance Department at least seven (7) calendar days prior to the date on which the discounted payment is due. If desired, for any order issued pursuant with this contract, Contractor may offer early payment discounts that exceed this Early Payment Discount.

Optional Early Payment Discount: \_\_\_\_\_ 0% if payment tendered within \_\_\_\_\_ 0 Days as indicated above.

### 8.7. Invoicing

Contractor will submit Request(s) for Payment or Invoices to the location and entity identified by County's DO or DOM document.

All Invoice documents will reference County's DO or DOM number under which the services or products were ordered. Contractor must utilize the item description, precise unit price, **AND** unit of measure included in County's order document for **ALL** Invoice line items. County may return invoices that include line items or unit prices that do not match those documented by County's order to Contractor unprocessed for correction.

Contractor will provide detailed documentation in support of payment requests, which should be consistent with and not exceed County's DO or DOM document. Contractor will bill County within one (1) month after the date on which Contractor's right to payment accrues ("Payment Accrual Date"), which, unless this contract specifically provides otherwise, is the date Contractor delivers goods, performs services or incurs costs. Invoices must assign each billed amount to an appropriate line item of County's order and document each Payment Accrual Date. County may refuse to pay any amount that Contractor bills in which does not conform to County's DO or DOM document. County will refuse to pay any amount that Contractor bills more than six (6) months after the Payment Accrual Date, pursuant to A.R.S. § 11-622(C).

## 9. VENDOR RECORD MAINTENANCE

Contractor must establish and maintain a complete Pima County Vendor record, which includes the provision of a properly completed and executed "Request for Taxpayer Identification Number and Certification" document (Form W-9). The record must be registered with a valid and monitored email address for Contractor. In the event of any change that renders the information on that record inaccurate Contractor must update the record within ten (10) calendar days of the change and prior to the submission of any invoice or request for payment. Contractor must register through <http://www.pima.gov/procure/venreg.htm>.

## 10. DELIVERY

"On-Time" delivery is an essential part of the consideration that Contractor is to provide to County under the contract. Contractor will make delivery in accordance with the Standard Terms and Conditions and to the location(s) on the DO or DOM document.



Contractor guarantees delivery of product or service as directed by County and in accordance with requirements specified in this agreement, after issue date of order.

#### **11. TAXES, FEES, EXPENSES**

Pursuant to IRS Publication 510, County is exempt from federal excise taxes for goods. County is subject to State and City sales tax. County will pay no separate charges for delivery, drayage, express, parcel post, packing, insurance, license fees, permits, costs of bonds, surcharges, or bid preparation unless the contract expressly includes such charges and the solicitation documents itemize them.

#### **12. OTHER DOCUMENTS**

Contractor and County are entering into this contract have relied upon information provided or referenced by Pima County Solicitation No. RFO-PO-487475-Emergency including the Offer Agreement, Standard Terms and Conditions, Solicitation Amendments, Contractor's Bid Offer, documents submitted by Contractor or References to satisfy Minimum Qualifications and any other information and documents that Contractor has submitted in its response to County's Solicitation. The Contract incorporates these documents as though set forth in full herein, to the extent not inconsistent with the provisions of this contract.

#### **13. INSURANCE**

The Insurance Requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. Contractor's insurance shall be placed with companies licensed in the State of Arizona and the insureds shall have an "A.M. Best" rating of not less than A- VII, unless otherwise approved by County. County in no way warrants that the minimum insurer rating is sufficient to protect Contractor from potential insurer insolvency.

##### **13.1. Minimum Scope and Limits of Insurance**

Contractor will procure and maintain at its own expense, until all contractual obligations have been discharged, the insurance coverage with limits of liability not less than stated below. County in no way warrants that the minimum insurance limits contained herein are sufficient to protect Contractor from liabilities that arise out of the performance of the work under this contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy County's Insurance Requirements.

##### **13.1.1. Commercial General Liability (CGL)**

Occurrence Form with limits of \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, property damage, broad form contractual liability coverage, personal and advertising injury and products – completed operations.

##### **13.1.2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, leased, hired, and/or non-owned automobiles assigned to or used in the performance of this contract with a Combined Single Limit (CSL) of \$1,000,000 Each Accident.

##### **13.1.3. Workers' Compensation (WC) and Employers' Liability**

Statutory requirements and benefits for Workers' Compensation. In Arizona, WC coverage is compulsory for employers of one or more employees. Employers' Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each person - disease.

##### **13.1.4. Professional Liability (E&O) Insurance**

This insurance is required when the Professional Liability or any other coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance policy shall cover professional misconduct or negligent acts of anyone performing any services under this contract.

In the event that the Professional Liability insurance required by this contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" section.

**13.2. Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this contract, the following provisions:

**13.2.1. Claims-Made Insurance Coverage**

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this contract, and Contractor must maintain such coverage for a period of not less than three (3) years following contract expiration, termination or cancellation.

**13.2.2. Additional Insured Endorsement**

The General Liability and Business Automobile Liability policies must each be endorsed to include Pima County and all its related special districts, elected officials, officers, agents, employees and volunteers (collectively "County and its Agents") as additional insureds with respect to vicarious liability arising out of the activities performed by or on behalf of the Contractor. The full policy limits and scope of protection must apply to County and its Agents as an additional insured, even if they exceed the Insurance Requirements.

**13.2.3. Subrogation Endorsement**

The General Liability, Business Automobile Liability and Workers' Compensation and Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**13.2.4. Primary Insurance Endorsement**

Contractor's policies shall stipulate that the insurance afforded Contractor shall be primary and that any insurance carried by County, its agents, officials, or employees shall be excess and not contributory insurance. The Required Insurance policies may not obligate County to pay any portion of Contractor's deductible or Self Insurance Retention (SIR).

**13.2.5.** Insurance provided by Contractor shall not limit Contractor's liability assumed under the indemnification provisions of this Contract.

**13.2.6. Subcontractors**

Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.

**13.3. Notice of Cancellation**

Each Required Insurance policy must provide, and certificates specify, that County will receive not less than thirty (30) days advance written notice of any policy cancellation, except 10-days prior notice is sufficient when the cancellation is for non-payment of a premium. Notice must be mailed, emailed, hand-delivered or sent via facsimile transmission to County's Contracting Representative, and must include the project or contract number and project description.

**13.4. Verification of Coverage**

Contractor shall furnish County with certificates of insurance (valid ACORD form or equivalent approved by County) as required by this contract. An authorized representative of the insurer shall sign the certificates. Each certificate must include:

- County's tracking number for this contract, which is shown on the first page of the contract, and a project description, in the body of the Certificate;
- A notation of policy deductibles or SIRs relating to the specific policy; and
- Certificates must specify that the appropriate policies are endorsed to include additional insured and subrogation waiver endorsements for County and its Agents. Note: Contractors for larger projects must provide actual copies of the additional insured and subrogation endorsements.

**13.4.1.** All certificates and endorsements, as required by this contract, are to be received and approved by County before, and be in effect not less than 15 days prior to, commencement of work. A renewal

certificate must be provided to County not less than 15 days prior to the policy's expiration date to include actual copies of the additional insured and waiver of subrogation endorsements. Failure to maintain the insurance coverages or policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

**13.4.2.** All certificates required by this contract shall be sent directly to the appropriate County Department. The Certificate of Insurance shall include County's project or contract number and project description on the certificate. County may require complete copies of all insurance policies required by this contract at any time.

**13.5. Approval and Modifications**

County's Risk Manager may approve a modification of the Insurance Requirements without the necessity of a formal contract amendment, but the approval must be in writing. County's failure to obtain a required insurance certificate or endorsement, County's failure to object to a non-complying insurance certificate or endorsement, or County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), do not constitute a waiver of any of the Insurance Requirements.

**14. PERFORMANCE BOND**

Not applicable to this contract.

**15. ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS**

Contractor must acknowledge in the table below to have read all published solicitation amendments and must ensure they are submitting all amended pages of the solicitation (if any) with their response:

Amendment #	Date	Amendment #	Date	Amendment #	Date

**16. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION**

Not applicable to this contract

17. BID/OFFER CERTIFICATION

CONTRACTOR LEGAL NAME: AMI Expeditionary Healthcare, LLC

BUSINESS ALSO KNOWN AS: \_\_\_\_\_

MAILING ADDRESS: 12030 Sunrise Valley Drive

Suite 250

Reston, VA 20191

CITY/STATE/ZIP: \_\_\_\_\_

REMIT TO ADDRESS: 12030 Sunrise Valley Drive

Suite 250

Reston, VA 20191

CITY/STATE/ZIP: \_\_\_\_\_

CONTACT PERSON NAME/TITLE: Jeffery Hunt/Senior Manager, Contracts and Subcontracts

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

CONTACT PERSON EMAIL ADDRESS: \_\_\_\_\_

EMAIL ADDRESS FOR ORDERS & CONTRACTS: Jeffery.Hunt@ami.health

CORPORATE HEADQUARTERS ADDRESS: 12030 Sunrise Valley Drive

Suite 250 Reston, VA 20191

AMI.HEALTH

WEBSITE: \_\_\_\_\_

By signing and submitting the Offer Agreement, the undersigned certifies that they are legally authorized to represent and bind Contractor to legal agreements, that all information submitted is accurate and complete, that Contractor has reviewed the County's Procurement website for solicitation amendments and has incorporated all such amendments to its offer, that Contractor is qualified and willing to provide the items requested, and that Contractor will comply with all requirements of the contract. The Unit Pricing includes all costs incidental to the provision of the items in compliance with the contract; no additional payment will be made. County may deem conditional offers that modify the solicitation requirements not 'responsive' and County may not evaluate them. Contractor's submission of a signed Offer Agreement will constitute a firm offer and upon the issuance of a MA or PO document issued by County's Procurement Director or authorized designee will form a binding contract that will require Contractor to provide the goods or services and materials described in this contract. The undersigned hereby offers to furnish the goods or services in compliance with all terms, conditions, and specifications in this Offer Agreement.

SIGNATURE: 

DATE: 11 September 2023

Jeffery Hunt, CPCM, CFCM Senior Manager, Contracts and Subcontracts

**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER**

PHONE AND EMAIL: \_\_\_\_\_

**County Attorney Contract Approval "As to Form".**

Approved As to Form:

  
Deputy County Attorney

9/12/23  
Date

## PIMA COUNTY STANDARD TERMS AND CONDITIONS

### 1. WARRANTY

Contractor warrants goods or services to be free from defects. Contractor also warrants that all products and services provided under this contract are non-infringing.

### 2. PACKING

Contractor will make no extra charges for packaging or packing material. Contractor is responsible for safe packaging conforming to carrier's requirements.

### 3. DELIVERY

On-time delivery of goods and services is an essential part of the consideration that County will receive.

Contractor must provide a guaranteed reasonable delivery date, or interval period from order release date to delivery if the Price proposal document requires it. Upon receipt of notification of delivery delay, County may cancel the order or extend delivery times at no cost to County in the case the delay is the fault of AMI. In such case the delay is due to last minute request from County, no fault of AMI, or the fault of the Supplier(s), AMI shall do its best to negotiate waiver of any cancellation fees; however, County shall be liable for any cancellation fees incurred by AMI from its Supplier(s). Any extension of delivery times will not be valid unless an authorized representative of County extends it to Contractor in writing.

To mitigate or prevent damages from delayed delivery, County may require Contractor to deliver additional quantity utilizing express modes of transport, or overtime, all costs to be Contractor's responsibility. County may cancel any delinquent order, procure from an alternate source, or refuse receipt of or return delayed deliveries at no cost to County. County may cancel any order or refuse delivery upon default by Contractor concerning time, cost, or manner of delivery.

Contractor is not responsible for unforeseen force majeure delivery delays caused by fires, strikes, acts of God, or other causes beyond Contractor's control, provided that Contractor provides County immediate notice of delay.

### 4. SPECIFICATION CHANGES

County may make changes in the specifications, services, or terms and conditions of an order. If such changes cause an increase or decrease in the amount due under an order or in time required for performance, County will make an acceptable adjustment and will modify the order in writing. No verbal agreement for adjustment is acceptable.

Nothing in this clause reduces Contractor's responsibility to proceed without delay in the delivery or performance of an order.

### 5. INSPECTION

County may inspect or test all goods and services at place of manufacture, destination, or both. Contractor will hold goods failing to meet specifications of the order or contract at Contractor's risk and County may return such goods to Contractor and Contractor will be responsible for costs for transportation, unpacking, inspection, repacking, reshipping, restocking or other like expenses. In lieu of return of nonconforming supplies, County may waive any nonconformity, receive the delivery, and treat the defect(s) as a warranty item, but any waiver of any condition will not apply to subsequent shipments or deliveries.

### 6. ACCEPTANCE OF MATERIALS AND SERVICES

County will not execute an acceptance or authorize payment for any service, equipment or component prior to delivery and verification that the delivery meets all specification requirements.

### 7. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT

If Contractor furnishes items that do not conform to the contract requirements, or to the sample that Contractor submitted, County may reject the items. Contractor must then reclaim and remove the items, without expense to County. Contractor must also immediately replace all rejected items with conforming items. If any Services delivered under the MA are identified by County as non-conforming in written Notice of Warranty Claim, Contractor shall replace, or re-perform the Services to warranted standard.

If Contractor fails to make prompt delivery of any item, County may purchase the item in the open market and invoke the reimbursement condition above apply, except when delivery is delayed by fire, strike, freight embargo, or acts of god or of the government. If County cancels a MA, PO or associated order, either in whole or in part, by reason of the default or breach by Contractor, Contractor will pay for any loss or damage sustained by County in procuring any items

which Contractor was obligated to supply. These remedies are not exclusive and are in addition to any other rights and remedies provided by law or under the contract.

#### **8. FRAUD AND COLLUSION**

Contractor certifies that no officer or employee of County or of any subdivision thereof has aided or assisted Contractor in securing or attempting to secure a contract to furnish labor, materials or supplies at a higher price than that proposed by any other Contractor. Contractor also certifies that it is not aware of any County employee 1) favoring one Contractor over another by giving or withholding information or by willfully misleading a Proposer in regard to the character of the material or supplies called for or the conditions under which the proposed work is to be done; 2) knowingly accepting materials or supplies of a quality inferior to those called for by any contract; or 4) directly or indirectly having a financial interest in the proposal or resulting contract. Additionally, during the conduct of business with County, Contractor will not knowingly certify, or induce others to certify, to a greater amount of labor performed than has been actually performed, or to the receipt of a greater amount or different kind of material or supplies that has been actually received. If County finds at any time that Contractor has in presenting any proposal(s) colluded with any other party or parties for the purpose of preventing any other proposal being made, then County will terminate any contract so awarded and that person or entity will be liable for all damages that County sustains.

#### **9. INTELLECTUAL PROPERTY INDEMNITY**

Contractor will indemnify, defend and hold County, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, for infringement or use of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract and any MA, PO, and associated orders. County may require Contractor to furnish a bond or other indemnification to County against any and all loss, damage, costs, expenses, claims and liability for patent or copyright infringement.

#### **10. INDEMNIFICATION**

Contractor will indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs, including reasonable attorney's fees arising out of any act, omission, fault or negligence by Contractor, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of the contract and any MA, PO or associated orders. Contractor will indemnify, defend and hold County harmless from any claim of infringement arising from services provided under this contract or from the provision, license, transfer or use for their intended purpose of any products provided under this Contract.

#### **11. UNFAIR COMPETITION AND OTHER LAWS**

Responses must comply with Arizona trade and commerce laws (Title 44 A.R.S.) and all other applicable County, State, and Federal laws and regulations.

#### **12. COMPLIANCE WITH LAWS**

Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation. In the event any services that Contractor provides under this contract require a license issued by the Arizona Registrar of Contractors ("ROC"), Contractor certifies that a Contractor licensed by ROC to perform those services in Arizona will provide such services. The laws and regulations of the State of Arizona govern the interpretation and construction of this contract, and the rights, performance and disputes of and between the parties. Any action relating to this Contract must be filed and maintained in a court of the State of Arizona in Pima County.

#### **13. ASSIGNMENT**

Contractor may not assign its rights to the contract, in whole or in part, without prior written approval of County. County may withhold approval at its sole discretion, provide that County will not unreasonably withhold such approval. .

#### **14. CANCELLATION FOR CONFLICT OF INTEREST**

This contract is subject to cancellation pursuant to A.R.S. §§38-506 and 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

#### **15. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 which is hereby incorporated into this contract as if set forth in full herein including flow down of all provisions and requirements to any subcontractors. During the performance of this contract, Contractor must not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

**16. NON-APPROPRIATION OF FUNDS**

County may cancel this contract if for any reason County's Board of Supervisors does not appropriate funds for the stated purpose of maintaining the contract. In the event of such cancellation, County shall provide prompt notification to Contractor. County has no further obligation, other than payment for services or goods that County has already received. County must provide any formal notice in a timely manner, in respect of the Contractor and its obligations per state, local, and federal law.

**17. PUBLIC RECORDS**

Disclosure. Pursuant to A.R.S. § 39-121 et seq., and A.R.S. § 34-603(H) in the case of construction or Architectural and Engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of those records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL." In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

Contractor agrees to waive confidentiality of any price terms.

**18. CUSTOM TOOLING, DOCUMENTATION AND TRANSITIONAL SUPPORT**

Costs to develop all tooling and documentation, such as and not limited to dies, molds, jigs, fixtures, artwork, film, patterns, digital files, work instructions, drawings, etc. necessary to provide the contracted services or products and unique to the services or products supplied to County are included in the agreed upon Unit Price unless the contract specifically states otherwise. Such tools and documentation are the property of County and will be marked, as is practical, as the "Property of Pima County" and County so requests, Contractor will deliver a copy of the tooling and documentation to County within twenty (20) days of acceptance by County of the first article sample, or not later than ten (10) days of termination of the contract associated with their development, without additional cost to County. Contractor also agrees to act in good faith to facilitate the transition of work to a subsequent Contractor if and as reasonably requested by County at no additional cost. Should exceptional circumstances be present that may justify an additional charge, Contractor may submit said justification and proposed cost and negotiate an agreement acceptable to both Contractor and County, but Contractor may not withhold any requested tooling, document or support as described above that would delay the orderly, efficient and prompt transition of work. Should conduct by Contractor result in additional costs to County, Contractor will reimburse County for said actual and incremental costs provided that County has given Contractor reasonable time to respond to County's requests for support.

**19. AMERICANS WITH DISABILITIES ACT**

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (public law 101-336, 42 USC 12101-12213) and all applicable federal regulations under the act, including 28 CFR parts 35 and 36.

**20. NON-EXCLUSIVE AGREEMENT**

Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County may obtain like services from other sources for any reason.

**21. TERMINATION**

Either Party may terminate any contract and any MA, PO, Delivery Order, DOM or issued NORFA, in whole or in part, at any time for any reason or no reason, without penalty or recourse, when in the best interests of County. Upon receipt of written notice, Contractor will immediately cease all work as directed by the notice, notify all subcontractors of the effective date of termination, and take appropriate actions to minimize further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract become the property of County and Contractor must promptly deliver them to County. Contractor is entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted by County before the effective date of the termination

**22. ORDER OF PRECEDENCE – CONFLICTING DOCUMENTS**

In the event of inconsistencies between contract documents, the following is the order of precedence, superior to subordinate, that will apply to resolve the inconsistency: MA or PO; DO or DOM; Offer Agreement; these standard terms and conditions; any Contractor terms (Terms of Sale; End User Licenses Agreement; Service Agreement; etc.) attached to an MA, PO, DO or DOM, if applicable; any other solicitation documents.

**23. INDEPENDENT CONTRACTOR**

Contractor is an independent Contractor. Contractor and Contractor officer's agents or employees are not considered employees of County and are not entitled to receive any employment-related fringe benefits under County's Merit System. Contractor is responsible for paying all federal, state and local taxes associated with the compensation received pursuant to this Contract and will indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such taxes.

**24. BOOK AND RECORDS**

Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this contract at least five (5) years after its termination or cancellation or, if later, until any related pending proceeding or litigation has been closed.

**25. COUNTERPARTS**

The parties may execute the MA or PO that County awards pursuant to this solicitation in any number of counterparts, and each counterpart is considered an original, and together such counterparts constitute one and the same instrument. For the purposes of the MA and PO, the signed proposal of Contractor and the signed acceptance of County are each an original and together constitute a binding MA, if all other requirements for execution are present.

**26. AUTHORITY TO CONTRACT**

Contractor warrants its right and power to enter into the MA or PO. If any court or administrative agency determines that County does not have authority to enter into the MA or PO, County is not liable to Contractor or any third party by reason of such determination or by reason of the MA or PO.

**27. FULL AND COMPLETE PERFORMANCE**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of the contract and any MA, PO, DO or DOM to be performed on the part of the other, or to take any action permitted as a result thereof, is not a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.

**28. SUBCONTRACTORS**

Contractor is fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts Contractor may be liable to the same extent that Contractor is responsible for the acts and omissions of persons that it directly employs. Nothing in this contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.

**29. SEVERABILITY**

Each provision of this contract stands alone, and any provision of this contract that a court finds to be prohibited by law is ineffective to the extent of such prohibition without invalidating the remainder of this contract.

**30. LEGAL ARIZONA WORKERS ACT COMPLIANCE**

For the procurement of services in the State of Arizona, Contractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to



and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Section is the responsibility of Contractor. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Contractor's approved construction or critical milestones schedule, such period of delay will be excusable delay for which Contractor is entitled to an extension of time, but not costs.

### **31. CONTROL OF DATA PROVIDED BY COUNTY**

For those projects and contracts where County has provided data to enable the Contractor to provide contracted services or products, unless County otherwise specifies and agrees in writing, Contractor will treat, control and limit access to said information as confidential and will under no circumstances release any data provided by County during the term of this contract and thereafter, including but not limited to personal identifying information as defined by A.R.S. § 44-1373, and Contractor is further prohibited from selling such data directly or through a third party. Upon termination or completion of the contract, Contractor will either return all such data to County or will destroy such data and confirm destruction in writing in a timely manner not to exceed sixty (60) calendar days.

### **32. ISRAEL BOYCOTT CERTIFICATION**

Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has ten (10) or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

### **33. FORCED LABOR OF ETHNIC UYGHURS**

Pursuant to A.R.S. § 35-394 if Contractor engages in for-profit activity and has 10 or more employees, Contractor certifies it is not currently using, and agrees for the duration of this Contract to not use (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the Contract that the Contractor is not in compliance with A.R.S. § 35-394, Contractor must notify the County within five business days and provide a written certification to County regarding compliance within one hundred eighty days.

### **34. ENTIRE AGREEMENT**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

## **END OF PIMA COUNTY STANDARD TERMS AND CONDITIONS**

**EXHIBIT A: SPECIAL CONTRACT PROVISIONS (1 page)**

1. Federal regulations applicable to this federal grant award include, without limitation, the following:
  - a. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - b. OMG Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19. Contractor certifies that it has not been debarred or suspended and that none of its principals, affiliates or subcontractors are excluded or disqualified.
  - c. New Restrictions on Lobbying, 31 C.F.R. Part 21. Contractor certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.
  - d. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance.
  - e. Generally applicable federal environmental laws and regulations. For contracts exceeding \$150,000 financed in whole or in part with federal assistance.
    - i. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
    - ii. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
  - f. Prohibition on Contracting for Covered Telecommunications Equipment or Services. As described in Public Law 115-232, section 889, the contractor and its subcontractors may not use grant funds to procure or obtain:
    - i. Equipment, services, or systems that uses telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system.
    - ii. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
2. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
4. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
5. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.

## EXHIBIT B: PRICING

1. Contractor will be compensated for services performed pursuant to this agreement as-needed on a time and materials basis.
2. Contractors not-to-exceed costs for the initial six (6) month term of the contract are summarized in the table below. Contractor's prices are broken down into multiple Contract Line Items (CLINS's), including labor and other direct costs.

6-month Period of Performance 05/12/2023-11/11/2023		
CLIN	Description	Sub-Totals
0001	6-month Deployment Labor Costs  Includes all fully burdened labor, including G&A costs, fringe benefits, anticipated overtime expenses, and management fees.	<b>\$769,436.00</b>
0002	Other Direct Costs (ODCs)  Includes flights, per diem for non-local staff for immediate deployment (lodging, meals, and incidental expenses) temporary rental cars, fuel, and any other necessary direct costs to support the program.	<b>\$100,000.00</b>
<b>GRAND TOTAL</b>		<b>\$869,436.00</b>

2.1. Cost estimate is provided using the following assumptions:

- a) 13 staff will report daily to site(s) for 16 hours per day, 7 days per week
- b) 1 project manager will oversee staff, schedules, and provide overall management
- c) Daily on-site schedule requirements are:
  - Morning shift: 7:00 A.M.- 3:00 P.M. local Tucson time\*
  - Day shift: 3:00 P.M.-11:00 P.M. local Tucson time\*

\* Actual times of shifts may be changed to meet the needs of the County and its partners without the necessity of a revision or amendment to the contract with no additional cost to County.

**d)** No Other Direct Costs (ODCs) related to equipment, supplies, or PPE are included in the price, it is expected that Pima County will supply any required equipment.

**2.2.** Quantities in this agreement are estimates only. County makes no guarantee regarding actual orders for services or quantities during the term of the contract.

**3. INVOICES:**

**3.1.** Contractor shall invoice County in arrears, on not more often than a monthly basis.

**3.2.** A proper invoice must include the following minimum additional information and/or attached documentation:

- a) A separate, distinct invoice number and contract number
- b) The period of incurred costs
- c) Invoice date
- d) The current and cumulative charges for the billing period
- e) Incurred labor costs (hours x hourly rate) by labor category
- f) Incurrent non labor costs billed at actual costs plus applicable burden (no profit/fee)
- g) The "Amount Previously Billed", the "Amount of this Invoice" and the "Total Amount Billed to Date"
- h) The Contractor's Taxpayer Identification Number (TIN)

**3.3.** Approved non-labor/Other Direct Costs (ODC's) shall be invoiced at actual costs with applicable General Administration burdens. ODC's shall not be fee-bearing under any circumstances. Travel shall be reimbursed similarly to other ODC's at rates not-to-exceed GSA FY2023 Per Diem Rates for Tucson, Arizona, based on actual costs incurred plus General Administration burdens without fees. Documentation of all applicable costs are required for reimbursement.

**3.4.** Each invoice shall be emailed to [regina.kelly@pima.gov](mailto:regina.kelly@pima.gov).



BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS

Award  Contract  Grant

Requested Board Meeting Date:

\* = Mandatory, information must be provided

or Procurement Director Award:

**\*Contractor/Vendor Name/Grantor (DBA):**

AMI Expeditionary Healthcare, LLC

**\*Project Title/Description:**

Support Services for Humanitarian Assistance Program

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-23-192, Amendment No. 03. This Amendment exercises the second six-month renewal option to extend the termination date to 11/11/2024 and increases the not-to-exceed contract amount by \$797,158.40 for a cumulative not-to-exceed contract amount of \$2,703,837.40. Two (2) six-month renewal options remain.  
Administering Department: Grants Management and Innovation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, on 09/15/2023, the Procurement Director retroactively approved an award of contract for an initial term from 05/12/2023 to 11/12/2023 in the not-to-exceed contract amount of \$900,000.00 with four (4) six-month renewal options.

On 11/08/2023, the Procurement Director approved Amendment No. 01, which extended the termination date to 05/11/2024, increased the not-to-exceed contract amount by \$150,000.00 for a cumulative not-to-exceed contract amount of \$1,050,000.00 and replaced Exhibit B pursuant to Procurement Code 11.12.060, Emergency and other limited competition procurement and the Emergency Procurement Authorization-Title 42 Rescission and Southwest Border Asylum Seeker Surge signed by the County Administrator on 12/04/2022, which granted approval to the Procurement Director to waive normal procurement practices and make emergency procurement of materials and/or services to support the surge of asylum seekers once Title 42 was lifted. Three (3) six-month renewal options remained.

On 02/22/2024, the Procurement Director approved Amendment No. 02, which increased the not-to-exceed contract amount by \$856,679.00 for a cumulative not-to-exceed contract amount of \$1,906,679.00 pursuant to Procurement Code 11.12.060, Emergency and other limited competition procurement and the Emergency Procurement Authorization-Title 42 Rescission and Southwest Border Asylum Seeker Surge signed by the County Administrator on 12/04/2022, which granted approval to the Procurement Director to waive normal procurement practices and make emergency procurement of materials and/or services to support the surge of asylum seekers once Title 42 was lifted..

This Amendment is pursuant to the Emergency Procurement Authorization-Title 42 Rescission and Southwest Border Asylum Seeker Surge, and is needed to fund the continued support services.

PRCUID: 487475

Attachment: Master Agreement.

**\*Program Goals/Predicted Outcomes:**

To assist with the preservation of the health, welfare, and safety of Pima County residents.

**\*Public Benefit:**

Street releases are avoided through the support of humanitarian partner's activities in relation to the southwest border operations.

**\*Metrics Available to Measure Performance:**

Contractor adherence to the terms and conditions of the agreement including detailed documentation provided in support of payment requests and alignment with program stakeholders.

**\*Retroactive:**

No.

AUG 12 24 09:25 PM CLK OF 30

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 23-192

Amendment No.: 03 AMS Version No.: 5

Commencement Date: 05/12/24 New Termination Date: 11/11/24

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense Revenue Increase Decrease

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

Amount This Amendment: \$ 797,158.40

\*Funding Source(s) required: FEMA and CBP FY24 Shelter and Services Program

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards) Award Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_

Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_

Match Amount: \$ \_\_\_\_\_ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Kelsey Braun-Shirley Division Manager: Ana Wilber

Department: Procurement Director: Terri Spencer Telephone: (520)724-8164

Department Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Deputy County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_

County Administrator Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PIMA COUNTY**

# MASTER AGREEMENT

PIMA COUNTY, ARIZONA

**THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION**

Master Agreement No: 2300000000000000192

MA Version: 5

Page: 1 of 2

Description: Support Services for Humanitarian Assistance Program

<b>I S S U E R</b>	Pima County Procurement Department
	150 W. Congress St. 5th Fl
	Tucson AZ 85701
	<b>Issued By:</b> Kelsey Braun-Shirley
	<b>Phone:</b> 5207247466
	<b>Email:</b> kelsey.braun-shirley@pima.gov

<b>T E R M S</b>	<b>Initiation Date:</b> 05-12-2024
	<b>Expiration Date:</b> 11-11-2024
	<b>NTE Amount:</b> \$2,703,837.40
	<b>Used Amount:</b> \$1,371,506.48

<b>V E N D O R</b>	<b>AMI Expeditionary Healthcare LLC</b>	<b>Contact:</b> Thomas Kouloganis
	12030 Sunrise Valley Dr, Ste 250	<b>Phone:</b> 571-352-8768
	Reston VA 20191	<b>Email:</b> thomas.kouloganis@ami.health
		<b>Terms:</b> 0.00 %
		<b>Days:</b> 30

<b>Shipping Method:</b>	Vendor Method
<b>Delivery Type:</b>	
<b>FOB:</b>	FOB Dest, Freight Prepaid
<b>Modification Reason</b>	
Amendment No. 3 exercises the second six-month renewal option to extend the termination date to 11/11/2024 and increases the not-to-exceed contract amount by \$797,158.40 for a cumulative not-to-exceed contract amount of \$2,703,837.40. Two (2) six-month renewal options remain.	

This Master Agreement incorporates the attached documents, and by reference all instructions, Standard Terms and Conditions, Special Terms and Conditions, and requirements that are included in or referenced by the solicitation documents used to establish this agreement. All transactions and conduct are required to conform to these documents.



# MASTER AGREEMENT DETAILS

Master Agreement No: 23000000000000000192

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Line Description

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Line	Description	Service From	Service To
1	Support Services for Humanitarian Assistance Program Service Contract Amt (Not-To-Exceed) 2703837.40		