



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☒ Award   ☐ Contract   ☐ Grant

**Requested Board Meeting Date:** 09/06/2022

*\* = Mandatory, information must be provided*

or Procurement Director Award ☐

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

World Dining LLC

**\*Project Title/Description:**

Food Service County Congregate & Non-Congregate Shelters

**\*Purpose:**

Amendment of Award: Master Agreement No. MA-PO-22-084, Amendment No. 05. This Amendment adds one additional Contractor, Broadway Hotel One, Inc. dba Ramada by Wyndham Viscount Suites Tucson, to this contract as a secondary provider.

Administering Department: Grants Management & Innovation.

**\*Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.010, competitive sealed bidding, on 01/18/22, the Board of Supervisors approved an award of contract for a term of one (1) year in the award amount of \$1,455,300.00.

Effective 01/21/22, the Procurement Officer approved Amendment No. 01, which added an additional location, Comfort Suites located at 6935 S. Tucson Blvd., Tucson, AZ 85756 and added Contractor will provide a freezer or refrigerated cooler on-site for frozen meals, at no additional charge to County.

On 06/16/22, the Procurement Director approved Amendment No. 02, which added four (4) additional locations; added \$1.75 surcharge per meal as needed; made changes to the current emergency menus and added that the County would reimburse 50% of any unused daily orders over five hundred (500) meals.

Effective 06/27/22, the Procurement Officer approved a revision which added a \$30.00 delivery charge per truck, for delivery at three (3) locations (Grand Luxe Hotel, Hyatt Place and Casita Maria), if more than one (1) truck is required for requested delivery.

On 08/15/22, the Board of Supervisors approved Amendment No. 04, which increased the award amount by \$850,000.00 from \$1,455,300.00 to \$2,305,300.00 for a cumulative not-to-exceed contract amount of \$2,305,300.00 and added four (4) one-year renewal options.

On 07/12/22, a second solicitation No. IFB-PO-2300003 was issued to add a second vendor to supplement the Emergency Food Services for County Congregate and Non-Congregate Shelters. Out of this solicitation, one (1) response was received. Award was to the one (1) responsive and responsible bidder.

PRCUID: 455315

Attachments: Notice of Recommendation for Award and Master Agreement.

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

To provide emergency food to individuals experiencing, and at risk of experiencing homelessness, including asylum seekers sheltered at CAWC and at overflow hotels.

**\*Public Benefit:**

Providing food, shelter and supportive services keeps legally present homeless individuals off the streets and mitigates the spread of COVID-19 in Pima County.

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

Daily count of persons provided meals. County invoice reflecting expense incurred, receipts from vendor reflecting number of meals provided, date and costs, and proof of payment to vendor for meals provided.

**\*Retroactive:**

No

TO: COB 8/10/2022  
VERS: 9  
31 pages

**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): 22-084  
 Amendment No.: 05 AMS Version No.: 09  
 Commencement Date: 11/01/2022 New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ 0.00

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

**\*Funding Source(s) required:** Emergency Food and Shelter National Board Program (EFSP), & American Rescue Plan Act  
 Coronavirus State & Local Fiscal Recovery (ARPA CSLFRF) Funds.

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % 0

**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: \$ \_\_\_\_\_

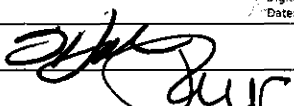
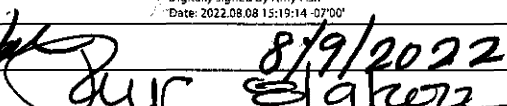
**\*All Funding Source(s) required:**

\*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: Stephen M. Romero Digitally signed by Stephen M. Romero  
Date: 2022.08.08 09:15:07 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber  
Date: 2022.08.08 11:24:25 -07'00'  
 Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer  
Date: 2022.08.08 13:25:48 -07'00' Telephone: 520-724-3021  
 Department Director Signature/Date: Amy Fish Digitally signed by Amy Fish  
Date: 2022.08.08 15:19:14 -07'00'  
 Deputy County Administrator Signature/Date:  8/9/2022  
 County Administrator Signature/Date:  8/9/2022  
 (Required for Board Agenda/Addendum Items)



**NOTICE OF RECOMMENDATION FOR AWARD**

Date of Issue: August 9, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. IFB-PO-2300003 for Emergency Food Services County Congregate and Non-Congregate Shelters that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after 09/06/2022.

This Solicitation was processed to obtain a second source for the provision of Emergency Food Service. Award is recommended to the responsive and responsible bidder and will be added to the existing Master Agreement with a shared annual award amount of \$2,305,300.00.

AWARDEE NAME

Broadway Hotel One, Inc. dba  
Ramada by Wyndham  
Viscount Suites Tucson

BID AMOUNT

\$1,528,200.00

OTHER RESPONDENT NAMES

None

Issued by: Stephen Romero, Procurement Officer

Telephone Number: 520-724-3021

This notice is in compliance with Pima County Procurement Code §11.12.010(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at [SBE@pima.gov](mailto:SBE@pima.gov).

A handwritten signature in black ink, appearing to be "Aur" or similar, located in the bottom right corner of the page.

**OFFER AGREEMENT****1. PURPOSE**

This contract establishes a system-generated form Master Agreement ("MA") for Contractor to provide Pima County ("County") with a secondary contractor for Emergency Food Services for County Congregate and Non-Congregate Shelters to provide back up, as needed, on an "as required basis" by issue of Delivery Order ("DO") or Delivery Order Maximo ("DOM").

The established MA will be issued to all Contractors awarded on this contract. County will order Good/Services from the Contractor on the contract offering best value to County. Should that Contractor be unable to provide the Good/Service at the time requested, County will then order the Good/Service from another Contractor available on the contract.

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

The initial term of MA-PO-22-084 became effective on January 21, 2022, and will be renewed for a second term on January 21, 2023. Contractor awarded via this solicitation will be awarded during the second term of the MA, which will remain in effect until January 22, 2023, that the parties may exercise upon written agreement 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**

The 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 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 must be an Arizona Limited Liability Company doing business as a Food Service establishment.  Include one (1) copy of Business License with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2	Contractor must maintain an appropriately licensed Food Service establishment with all current registration and permits necessary for operation in Pima County, Arizona.  3003727      02/01/2022      01/31/2023 Permit/License #      Initial Date      Expire Date (must be current)  Include copies of certification with the Offer Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**4. PRODUCT OR SERVICE SPECIFICATIONS & SCOPE OF WORK**

Contractor will provide back-up as needed to provide meal preparation and delivery of food for varying numbers of individual adults, and family groups which will be housed for varying lengths of stay at hotel-based and non-hotel shelters being utilized by Pima County to meet the unpredictable and emergent requirements of individuals experiencing, and at risk of experiencing, homelessness, including asylum seekers.

Estimated number of guests may range from 25 – 2000 and cannot be accurately predicted in advance. Guests are sheltered at the Casa Alifas Welcome Center (CAWC), Casita Maria (CAWC additional site) and at overflow hotels. CAWC is an emergency congregate shelter established by Catholic Community Services in partnership with Pima County to accommodate families and individuals encountered by the Department of Homeland Security (DHS). Hotel-based shelter is for isolating COVID-19-positive guests are housed in separate facilities under supervision of the Pima County Health Department. Individuals and family groups being sheltered receive support service through CAWC and Pima County Department of Community & Workforce Development.

Contractor must have the ability to scale food preparation and delivery and quantities up or down with minimum notice.

Contractor's ability to provide choices of meal options and willingness to customize seasoning.

Must have the capacity to provide pre-packaged meal items suitable for using in hotel mini-fridges and microwaves.

Flexibility to operate in diverse locations and staging areas.

Services provided pursuant to this agreement are exclusively for providing food to homeless and near-homeless individuals and households.

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 a 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 extent 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 all contracts and purchase orders for work or products under this award.

All goods and services shall conform to the Instruction to Bidders and Standard Terms and Conditions as modified or added to by Exhibit A: Scope of Service (2 pages), Exhibit B: Special Contract Provisions- U.S. Department of the Treasury Coronavirus State & Local Fiscal Recovery Fund Procurement Contracts (2 pages), and Exhibit C: Food Options (2 pages).

## 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. For this contract, the NTE Amount is shared between each Contractor awarded. The sum total of County payments to all Contractors cannot exceed the established NTE Amount, regardless of the independent total of each Contractor. 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.

Quantities in this solicitation are estimates only. County may increase or decrease quantities and amounts. County makes no guarantee regarding actual orders for items or quantities during the term of the contract. County is not responsible for Contractor inventory or order commitment.

#### UNIT PRICES (Net 30-day Payment Terms)

ITEM #	ITEM NAME	ESTIMATED ANNUAL USAGE QUANTITY	UOM	UNIT PRICE \$	EXTENDED AMOUNT \$
1	Items to include and satisfy all Solicitation & Offer Agreement requirements, General & Item Specifications				
1	Pre-made Meals (Example: Elbow Macaroni w/Ground Beef and Tomato Sauce, Bread Roll, and Sliced Half Apple).	54,000	PKG.	SEE ATTACHED	
FOB Destination/Unloaded; Include cost of freight in unit price. Although County will pay taxes if applicable, do NOT include sales tax in unit price.				TOTAL BID	SEE ATTACHED

Unless the parties otherwise agree in writing, all pricing will be F.O.B. Destination & Freight Prepaid Not Billed ("F.O.B. Destination"). Contractor will deliver and unload products or services at the destination(s) that the delivery article of this contract or accepted Order indicates. The offered Unit Price must include all freight costs.

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 Warranty and Trade-In Allowance

Contractor will give County the benefit of any price reduction before actual time of shipment. Parties may negotiate a fair and equitable trade-in allowance value for County surplus property to be applied through either a discounted purchase price or account credit. The trade-in value must be stated on a written price quote prior to County making a purchase, or on a credit memo invoice for a prior purchase. Trade-in property will be itemized on the quote or invoice by description, model/part number, quantity and guaranteed trade-in value. County will coordinate and document the delivery of surplus trade-in property to Contractor. Award of contract constitutes disposition authority to trade-in surplus property pursuant to Board of Supervisors' Policy D.29.11, Surplus Personal Property.

### 8.3. 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 may submit no more than one (1) written Price Escalation Request ("PER") per term.** The PER must be submitted not later than 90 days prior to the contract renewal date, and 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. The PER 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 PER is in the County's best interest. County reserves the right to negotiate, accept or reject the PER, or terminate and re-solicit the contract.

#### 8.4. Living Wage

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

#### 8.5. Additional Items and/or Services

This following section is for items that Contractor did not list or price above but are within the scope of this contract. Contractor may provide these items under this contract. Contractor will submit Master Price List (MPL) documents, compact disc (CD) or USB flash drive and file names or identify website address, identifying all other items offered pursuant to this contract. The MPL or website address specifically designed for County must include the vendor's/manufacture's or retail price list and the discount percentage off utilized to get to include Discounted Unit Price being offered to County i.e. Manufacturer's List Price - (List price x Discount %) = Discounted Unit Price. The resulting Unit Prices must be of similar discount off List Prices for those items specifically included above. Item Unit Prices above will govern in case of conflict with the Master Price List.

List MPL Document by Title, MPL Media & Filenames or MPL Internet Address and Title(s)	Qty of Pages	Dated	Percentage Discount (Mfr List Price - (List price x Discount %) = Discounted Unit Price
N/A			

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.

#### 8.6. 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.

#### 8.7. 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.

#### 8.8. 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.

County will issue Delivery Orders (DO) on a weekly basis to confirm volume, meals and delivery locations for that week. County will provide at least twenty-four (24) hours' notice of any cancellation or order increase/decrease or needed change in drop-off schedule.

Contractor will drop off meals at:

- Casa Alitas Welcome Center (CAWC)- 2225 E. Ajo Way, Tucson, AZ 85713
- Casita Maria- 1820 W. St. Mary's Rd, Tucson AZ 85745
- Red Roof Inn Tucson South- 3704 E. Irvington Rd, Tucson, AZ 85714
- Comfort Suites Airport- 6936 S. Tucson Blvd., Tucson, AZ 85756
- Comfort Inn Kino- 4850 S. Hotel Dr., Tucson, AZ 85714
- Grand Luxe Hotel- 1365 W. Grant Rd, Tucson, AZ 85745
- Hyatt Place Tucson-Central- 1375 W. Grant Rd., Tucson, AZ 85745

On-Site Point of Contact for CAWC, Casita Maria, Red Roof Inn, Comfort Inn Kino, Grand Luxe Hotel, and Hyatt Place Tucson Central:

- Diego Lopez, CAWC Program Director, 520-470-7387, [diegol@ccs-soaz.org](mailto:diegol@ccs-soaz.org)
- POC: Judah Mendez, CAWC Operations Manager, 410-241-0714, [judahm@cc-soaz.org](mailto:judahm@cc-soaz.org)
- POC: Daniel Dicochea, CAWC Operations Manager, 520-904-2821, [DanielD@casaalitas.org](mailto:DanielD@casaalitas.org)

On-site Point of Contract for Comfort Suites Airport (Asylum Seekers):

- Gretchen Lopez, Executive Director, The Inn of Southern Arizona, 520-312-1452, [gretchenlokey@gmail.com](mailto:gretchenlokey@gmail.com)

On-Site Point of Contact for Comfort Suites Airport (CWD Emergency Housing Clients):

- Bill Finch, Program Coordinator, CWD, 520-501-0463, [Bill.finch@pima.gov](mailto:Bill.finch@pima.gov)



Pima County is the single point of contact for the Delivery Process:

- Rebecca Lee, 520-724-5479, [Rebecca.lee@pima.gov](mailto:Rebecca.lee@pima.gov)
- Melissa Molina, 520-724-8562, [Melissa.Molina@pima.gov](mailto:Melissa.Molina@pima.gov)
- Dorothee Harmon, 520-724-6760, [Dorothee.Harmon@pima.gov](mailto:Dorothee.Harmon@pima.gov)

Contractor guarantees delivery of meals by 2:00 PM daily, if necessary to satisfy the guaranteed delivery time, Contractor will utilize premium freight method at no additional cost to County.

#### 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. IFB-PO-2300003 including the IFB, 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.

**13.1.5. 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. Additional Insurance Requirements**

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

**13.2.1. Additional Insured Endorsement**

The General Liability, Business Automobile, Technology E&O, Network Security & Privacy 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.

**13.2.2. Subrogation Endorsement**

The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O 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.

**13.2.3. 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).

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

**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
N/A					

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

Is your firm SBE certified as defined by the solicitation's Instructions to Offerors Yes ☐ No ☒  
Section 7.1?

(select one)

If Yes, have you included your certification document? Yes ☐ No ☐  
(select one)

**NOTE:** If you do not submit the SBE Certification document with your bid, County will not apply the SBE Preference.

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**17. BID/OFFER CERTIFICATION****CONTRACTOR LEGAL NAME:** Broadway Hotel One, Inc.**BUSINESS ALSO KNOWN AS:** Ramada by Wyndham Viscount Suites Tucson East**MAILING ADDRESS:** 4855 E. Broadway Blvd., Suite 142**CITY/STATE/ZIP:** Tucson, Arizona 85711**REMIT TO ADDRESS:** 4855 E. Broadway Blvd., Suite 142**CITY/STATE/ZIP:** Tucson, Arizona 85711**CONTACT PERSON NAME/TITLE:** Larry A. Cesare, President/CEO**PHONE:** 520-584-5804 **FAX:** 520-747-8783**CONTACT PERSON EMAIL ADDRESS:** larrycesare@viscountsuite.com**EMAIL ADDRESS FOR ORDERS & CONTRACTS:** dossales@viscountsuite.com and  
banquetsales@viscountsuite.com**CORPORATE HEADQUARTERS ADDRESS:** 4855 E. Broadway Blvd., Suite 142, Tucson, AZ 85711**WEBSITE:** Ramada by Wyndham Viscount

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 his Offer Agreement.

**SIGNATURE:**  **DATE:** 08/02/2022Larry A. Cesare, President/CEO, Broadway Hotel One, Inc.  
**PRINTED NAME & TITLE OF AUTHORIZED CONTRACTOR REPRESENTATIVE EXECUTING OFFER****PHONE AND EMAIL:** 520-584-5804/larrycesare@viscountsuite.com**County Attorney Contract Approval "As to Form".**

**PIMA COUNTY STANDARD TERMS AND CONDITIONS****1. WARRANTY**

Contractor warrants goods or services to be satisfactory and 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 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. 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 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. Should Contractor fail, neglect, or refuse immediately to do so, County may purchase in the open market a corresponding quantity of any such items and deduct from any monies due or that may become due to Contractor the difference between the price named in the MA or Purchase Order ("PO") and the actual cost to County.

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. COOPERATIVE USE OF RESULTING CONTRACT**

As allowed by law, County has entered into cooperative procurement agreements that enable other public agencies to utilize County's contracts. Those public agencies may contact Contractor with requests to provide services and products pursuant to the pricing, terms and conditions in the MA, or PO. A public agency and Contractor may make minor adjustments by written agreement to the contract to accommodate additional cost or other factors not present in the contract and required to satisfy particular public agency code or functional requirements and within the intended scope of the solicitation and resulting contract. The parties to the cooperative procurement will negotiate and transact any such usage in accordance with procurement rules, regulations and requirements. Contractor will hold harmless County, its officers, employees, and agents from and against all liability, including without limitation payment and performance associated with any cooperative agreement with another public agency. Contractor may view a list of agencies that are authorized to use County contracts at the Procurement Department Internet home page: <http://www.pima.gov/procure>, under the Vendor Information tab, by selecting the link titled County Cooperative Agreements – Authorized Agencies.

**10. 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.

**11. 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 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.

**12. 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.

**13. 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.

**14. 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, provided that County will not unreasonably withhold such approval.

**15. 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.

**16. NON-DISCRIMINATION**

Contractor agrees to comply with all provisions and requirements of Arizona Executive Order 2008-09 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.

**17. 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 has no further obligation, other than payment for services or goods that County has already received.

**18. 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.

**19. 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.

**20. 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.

**21. 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.

**22. TERMINATION**

County 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.

**23. 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.

**24. 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.

**25. 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.

**26. 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.

**27. 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.

**28. 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.

**29. 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.



**30. 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.

**31. 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.

**32. 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.

**33. 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.

**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: Scope of Service (2 pages)***

**1. General Specifications:**

- 1.1. As needed, Secondary Contractor will prepare up to three (3) meals and snacks, seven (7) days a week.
- 1.2. County will issue Delivery Order (DO) on a weekly basis to confirm volume, meals and delivery locations for that week. County will provide at least twenty-four (24) hours' notice of any cancellation or order increase or decrease or needed change in drop-off schedule.
- 1.3. Pricing will be based on amount per meal, per person, at specified rates for breakfast, lunch, dinner, and non-perishable snacks.
- 1.4. As needed, Secondary Contractor will drop off meals, which will include the type and number of meals requested each day from any combination of breakfast, lunch, dinner, and snacks, by 2:00 PM daily (Local Tucson, AZ Time) at:
  - CAWC (2225 E. Ajo Way, Tucson, AZ 85713),
  - Casita Maria (1820 W. St. Mary's Rd, Tucson, AZ 85745),
  - Red Roof Inn Tucson South (3704 E. Irvington Rd, Tucson, AZ 85714),
  - Comfort Suites Airport (6935 S. Tucson Blvd., Tucson, AZ 85756),
  - Comfort Inn Kino (4850 S. Hotel Dr., Tucson, AZ 85714),
  - Grand Luxe Hotel (1365 W. Grant Rd, Tucson, AZ 85745),
  - Hyatt Place Tucson-Central (1375 W. Grant Rd., Tucson, AZ 85745)County may request to add additional locations, if successful and needed, Secondary Contractor has capacity.
- 1.5. Secondary Contractor will provide and replenish, as needed, a variety of shelf-stable snacks at requested locations, enough for two hundred (200) people to consume twice daily.
- 1.6. As needed, County may choose Secondary Contractor to supply the meals per each day for three (3) meals (e.g. breakfast, lunch, and dinner), in a single delivery of all meals.
- 1.7. Meals that are being delivered close to the time of consumption should be at the temperature at which the meal would be consumed. If meals are going to be eaten later in the day, the meals should arrive cold and be prepared to either be consumed cold or reheated by the customer in a microwave.
- 1.8. Eating utensils and napkins must be included with the meal.
- 1.9. Secondary Contractor will designate a Food Service Manager, who will be the primary liaison to County program Director(s), Manager(s), and Coordinator(s) as designated by County.
  - 1.9.1. Pima County is the single point of contract for the delivery process:
    - 1.9.1.1. Rebecca Lee, 520-724-5479, [Rebecca.lee@pima.gov](mailto:Rebecca.lee@pima.gov)
    - 1.9.1.2. Melissa Molina, 520-724-8562, [Melissa.molina@pima.gov](mailto:Melissa.molina@pima.gov)
    - 1.9.1.3. Dorothee Harmon, 520-724-6760, [Dorothee.harmon@pima.gov](mailto:Dorothee.harmon@pima.gov)

- 1.10. County will let Food Service Manager know within twenty-four (24) hours (before noon), the number of meals needed for daily replenishing.
- 1.11. Current Center for Disease Control and Prevention (CDC) COVID-19 restrictions/mitigation recommendations must be followed at all times in performance of duties pursuant to this Contract.
  - 1.11.1. Vaccination of all persons employed under this contract is recommended;
  - 1.11.2. Use of Personal Protective Equipment (PPE) by all persons employed under this contract is required.
- 1.12. As applicable and at no additional cost to County, Contractor agrees to perform and comply with all requirements of contracts which are funded by ARPA CSLFRF, which are listed in the attached **Exhibit B: Special Contract Provisions- U.S. Department of the Treasury Coronavirus & Local Fiscal Recovery Fund- Procurement Contracts (2 pages)**.
- 1.13. County will only cover cost of actual meals needed, and may consider at-minimum order requirements when determining the successful contract.

**2. Item Specifications:**

- 2.1. Secondary Contractor will provide the following services for guests as noticed on **Delivery Orders** issued by County during this contract period:
  - 2.1.1. One (1) to three (3) meals (breakfast, lunch, dinner), and non-perishable snacks, seven (7) days a week.
  - 2.1.2. Address special dietary needs such as food allergies and sensitivities.
  - 2.1.3. Prepare a diverse menu, as example see **Exhibit C: Food Options (2 pages)**.
  - 2.1.4. Condiments to be included with meals along with eating utensils and napkins.

**End of Exhibit A**

EXHIBIT B (2 pages)

SPECIAL CONTRACT PROVISIONS  
U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE & LOCAL FISCAL RECOVERY FUND  
PROCUREMENT CONTRACTS

1. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP0180 awarded to Pima County by the U.S. Department of the Treasury."
2. Federal regulations applicable to this 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

**IFB Specification Development Form (Continued)**

- 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.
3. **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.
6. **Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonable believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of a contract) or grant.
  - b. The list of persons and entities referenced in the paragraph above includes the following:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Treasury employee responsible for contract or grant oversight or management;
    - v. An authorized official of the Department of Justice or other law enforcement agency;
    - vi. A court or grand jury; or
    - vii. A management official or other employee of Contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.
  - c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**END OF EXHIBIT A**

**EXHIBIT C (2 pages)**  
**FOOD OPTIONS**

**Serving per person (Adults); Children 1/2 of the amount**

- Protein: 1 cup to 1.25 cup serving
- Vegetables 1-2 cup serving
- Salad 1.5 cups
- Carbohydrate (pasta or rice) 2 cups
- Bread roll
- Dessert 2 cookies or 1 piece of fruit

**Preferred:**

- Variety of rotation on the menu.
- Sauce(s) with protein, not a dry protein and a lot of seasoning flavors.
- Food should be savory, not spicy.
- Seasonings: garlic, oregano, cumin, onion, coriander, thyme, sage, bell pepper and basil.
- No tortillas.

**Menu suggestions:**

**Breakfast**

One individual package of cereal  
One small container of milk (kid size)  
One muffin, donut, sweetbread, or cupcake  
One fruit  
One hard-boiled egg

**Cold foods**

- Elbow macaroni salad with mayo and/or Russian dressing, carrots, onions, pickles, hard-boiled eggs, salt and pepper.
- Green tossed salads with vinaigrette, ranch or Thousand Island dressing.
- Three Bean Salad with a vinaigrette dressing.
- Chicken or Tuna salad made with mayo, onions, pickles, hard-boiled eggs, celery, and olives.
- Elbow macaroni salad same as above but with tuna and/or chicken added.
- Coleslaw with mayo based dressing
- Shredded cabbage with a vinaigrette and shredded carrots
- Fruit salads
- Egg salad for sandwiches or with a roll.
- Tomato and cucumber salad in a vinaigrette
- Tomato, cucumber and carrot salad in a vinaigrette

**Hot Foods**

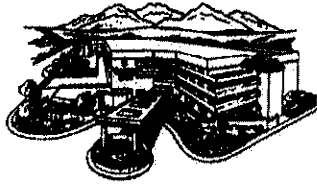
- White rice with salt, garlic and onions
- Mexican Rice with peas, carrots and a tomato sauce
- Mashed potatoes

## IFB Specification Development Form (Continued)

- Macaroni and cheese
- Rice with chicken broth, garlic and onions.
- Ground beef seasoned with garlic, cumin, oregano, salt, pepper, sage, thyme, can be mixed with bell peppers, chopped onions and cubed boiled potatoes and with a sauce, not dry.
- Elbow pasta tossed with seasoned ground beef and green beans or peas or carrots.
- Shredded chicken, all types of chicken meat - dark and breast - seasoned with garlic, cumin, oregano, salt, pepper, sage, thyme, can be mixed in with bell peppers and chopped onions. Can add green beans to this at times to change it up.
- Shredded pork seasoned with garlic, cumin, oregano, salt, pepper, sage, thyme, can be mixed with bell peppers and chopped onions.
- To diversify any of the proteins, can add green beans or chickpeas or black beans or pinto beans or red beans.
- Black beans or red beans or pinto beans seasoned with onions, bell peppers, garlic, cumin or oregano, salt and a bit of pepper, not too soupy, a bit of juice but more on the dry side.
- Pasta with a tomato sauce and parmesan cheese.
- Bread rolls, no tortillas.
- Cubed potatoes sautéed with onions, garlic, bell peppers, salt and pepper.
- Peas and carrots with olive oil and some sautéed onions.
- Mixed vegetables sautéed with olive oil, garlic, onions and bell peppers.

# RAMADA®

BY WYNDHAM  
VISCOUNT SUITES TUCSON EAST



August 2, 2022

Stephen M. Romero  
Procurement Officer  
Pima County Procurement Department  
150 W. Congress, 5<sup>th</sup> floor  
Tucson, Arizona 85701

Ref: Solicitation Number: IFB-PO-2300003  
Emergency Food Services for County Congregate and  
Non-Congregate Shelters

Dear Stephen,

Please see attachments, Exhibit A which is the price per meal and snacks, and Exhibit B the 7-day weekly menu, showing Breakfast, Lunch, Dinner, and Non-Perishable Snacks.

Our Executive Chef has been with us for 37 years; he has a diverse culinary expertise. He has taught culinary classes at Pima Community College for 15 years. With his kitchen staff, we will assure the highest quality and standards of our meals. All meals will be delivered, as required, in brown paper bags for Breakfast & Lunch, and Dinner will be in microwavable containers. The AM and PM Snacks will be delivered in bulk.

We have estimated the 54,000 meals at our cost of \$28.30, for Breakfast, Lunch and Dinner, 200 snacks for AM and 200 snacks for PM. We know how important nutrients and dietary restrictions are, and the Vegetarian meals. We are very aware of how to deliver high volume meals daily.

We are looking forward to partnering with Pima County and the Emergency Food Services for Congregate and Non-Congregate Shelters.

Our team will make sure everything goes smoothly. If you have any questions, please do not hesitate to call, so we can clarify any concerns. Thank you for this opportunity.

Best Regards

  
Larry A. Cesare  
President/CEO

Cc: Carrie Lower  
Bruce Rogers  
Dan Slattery

  
Diane Wolford  
Director of Catering

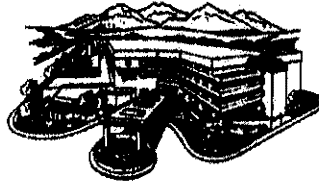
*The place to stay*

4855 East Broadway, Tucson, AZ 85711 (520) 745-6500 Fax: (520) 790-5114  
Website: Ramada by Wyndham Viscount



# RAMADA®

BY WYNDHAM  
VISCOUNT SUITES TUCSON EAST



## ATTACHMENT "A"

Broadway Hotel One, Inc.  
Dba Ramada by Wyndham Viscount Suites Tucson East  
Bid Submission for Solicitation Number IFB-PO-2300003  
Food Services for the County Congregate and Non-Congregate Shelters  
August 2, 2022

The following is for 7 days a week for Breakfast, Lunch or Dinner and Non-Perishable Snacks.

BREAKFAST:	\$4.88 X 54,000 =	\$ 263,520.00
AM & PM DAILY SNACKS/4 total:	\$2.66 X 54,000 =	\$ 143,640.00
LUNCH:	\$9.42 X 54,000 =	\$ 508,680.00
DINNER:	\$11.34 X 54,000 =	<u>\$ 612,360.00</u>
TOTAL	\$28.30 X 54,000 =	\$1,528,200.00

Attachment B: Sample Menu (see attached)

*Pat*  
Aug 2, 2022

*The place to stay*

CITY OF TUCSON, ARIZONA

LICENSE SECTION

Expiration Date: December 31, 2022



Non-Transferable

0127767

MUST BE DISPLAYED IN  
A CONSPICUOUS PLACE

### Business License

For the payment of the license fee, the person or firm below is hereby licensed to conduct business in the City of Tucson.

Tax accruing to the City of Tucson shall be paid under provisions of Ch. 19, Tucson City Code. This license is subject to revocation for violation of Ch. 7 or Ch. 19 of the Tucson City Code.

Issued To: VISCOUNT SUITE HOTEL-WILBUR'S

Located At: 4855 E BROADWAY BL, TUCSON, AZ 85711

Effective: January 01, 2022

Please refer to license number in all correspondence.

By

A handwritten signature in cursive script, appearing to read "Jeffrey C. Yates".

Director, Business Services

## Permit to Operate

**PIMA COUNTY HEALTH DEPARTMENT  
ABRAMS PUBLIC HEALTH CENTER  
3950 S. COUNTRY CLUB ROAD, SUITE 2301  
TUCSON, AZ 85714**

**Name of Business:** VISCOUNT SUITE HOTEL - WILBUR'S  
RESTAURANT  
4855 E BROADWAY BLVD  
TUCSON AZ 85711

**Type of Business:** CLASS 3 FOOD SERVICE OPERATIONS  
GREATER THAN 7500 SQFT (3000A)

**Owner of Business:** VISCOUNT SUITE HOTEL

**License #:** 3003727

**Valid From:** 02/01/2022

**Expires On:** 01/31/2023

**Date Printed:** 02/24/2022

THIS PERMIT TO OPERATE IS ISSUED TO THE BUSINESS(ES) NAME, ADDRESS, AND DESCRIPTION SO NAMED. THIS PERMIT IS NOT TRANSFERABLE TO ANOTHER ADDRESS, BUSINESS, OR PERSON. THIS PERMIT MUST BE DISPLAYED CONSPICUOUSLY ON THE PREMISES.

**THIS PERMIT MUST BE RENEWED BEFORE ITS EXPIRATION DATE.**

**VISCOUNT SUITE HOTEL - WILBUR'S RESTAURANT  
4855 E BROADWAY BLVD  
TUCSON AZ 85711**

*Loni Anderson*

Loni Anderson, REHS, RS, Division Manager

PREPARED BY:  
EXECUTIVE CHEF  
BRUCE ROGERS

**RAMADA**  
BY WYNDHAM  
VISCONT SUITES TUCSON EAST

**MENU**

ATTACHMENT "B"

August-22

MON	TUE	WED	THU	FRI	SAT	SUN
DATE	DATE	DATE	DATE	DATE	DATE	DATE
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, FRUIT, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD
FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG
AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK
PEANUT BUTTER CRACKERS	FRUIT GUMMIES	PRETZELS	SOFT AND CHEWY BAR	CHEESE CRACKERS	OREO COOKIES	SOFT AND CHEWY BAR
GRANOLA BAR	GOLD FISH CRACKERS	PEANUT BUTTER CUP	COOKIES	RICE KRISPY TREAT	NUTRI GRAIN BAR	COOKIES
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
BACON, LETTUCE, TOMATO ON A CIABATTA BREAD. WITH MAYO. MACARONI SALAD, DESSERT	TURKEY, LETTUCE, CHEESE, TOMATO ON WHOLE WHEAT POTATO SALAD, DESSERT	HAM, LETTUCE, TOMATO ON 12 GRAIN BREAD. LETTUCE AND SWISS COLESLAW, DESSERT	CHICKEN, ALFALPHA SPROUTS, TOMATO. CHEESE ON WHOLE BREAD WITH MAYO DESSERT	ROAST BEEF SANDWICH ON KAISER BUN SALAD AND DESSERT	SALAMI, HAM, LETTUCE, TOMATO, ONION ON KAISER ROLL AND MAYO POTATO SALAD, DESSERT	TUNA SANDWICH, POTATO CHIPS COLESLAW, DESSERT
PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK
SOFT AND CHEWY BAR	PIECE OF FRUIT	NUTRI GRAIN BAR	SOFT AND CHEWY BAR	CHEESE CRACKERS	PIECE OF FRUIT	SOFT AND CHEWY BAR
COOKIES	PRETZELS	RICE KRISPY TREAT	FRUIT GUMMIES	SWEET & SALTY GRANOLA BAR	GOLD FISH CRACKERS	CHEESE CRACKERS
DINNER	DINNER	DINNER	DINNER	DINNER	DINNER	DINNER
GOULASH, PEAS & CARROTS	HAM STEAK, AU GRATIN POTATOES, GREEN BEANS, SALAD, ROLL, BUTTER, DESSERT	CHICKEN FRIED RICE, SPRING ROLL CABBAGE SALAD, ROLL, BUTTER AND DESSERT	CHICKEN QUARTER, GARLIC MASHED POTATOES, CORN, SALAD, ROLL, BUTTER, DESSERT	MEAT LASAGNA, GREEN BEANS SALAD, ROLL, BUTTER, DESSERT	PULLED PORK, DINNER ROLL, BUTTER, SALAD, DESSERT	CHICKEN FRIED RICE, SPRING ROLL CABBAGE SALAD, ROLL, BUTTER AND DESSERT
<b>notes</b>						
BREAKFAST SERVED IN A BROWN PAPER BAG		The number of meals and pricing is based on 150+ meals and 400 snacks per day.		Breakfast - \$4.88 pp, per day		
AM & PM SNACKS DELIVERED IN BULK		If the meals go below 75 per day, there may be an increase of 3% on Breakfast, Lunch, Dinner and Snacks.		Lunch - \$9.42 pp, per day		
LUNCH DELIVERED IN A BROWN PAPER BAG				Dinner - \$11.34 pp, per day		
DINNER DELIVERED HOT IN A MICROWAVABLE CONTAINER. CONDIMENTS AND SILVERWARE FOR ALL MEALS INCLUDED.				AM/PM Snacks - \$2.66 pp, per day		
MENU WILL ROTATE WEEKLY						



PREPARED BY:  
EXECUTIVE CHEF  
BRUCE ROGERS

**RAMADA**  
BY WYNDHAM  
VISCOUNT SUITES TUCSON EAST

# MENU

ATTACHMENT "B"

August-22

MON	TUE	WED	THU	FRI	SAT	SUN
DATE	DATE	DATE	DATE	DATE	DATE	DATE
BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST	BREAKFAST
CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, FRUIT, SWEETBREAD	CEREAL, MILK, SWEETBREAD	CEREAL, MILK, SWEETBREAD
FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG	FRUIT, STRING CHEESE	FRUIT, HARD BOILED EGG
AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK	AM SNACK
PEANUT BUTTER CRACKERS	FRUIT GUMMIES	PRETZELS	SOFT AND CHEWY BAR	CHEESE CRACKERS	OREO COOKIES	SOFT AND CHEWY BAR
GRANOLA BAR	GOLD FISH CRACKERS	PEANUT BUTTER CUP	COOKIES	RICE KRISPY TREAT	NUTRI GRAIN BAR	COOKIES
LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH	LUNCH
BACON, LETTUCE, TOMATO ON A CIABATTA BREAD. WITH MAYO. MACARONI SALAD, DESSERT	TURKEY, LETTUCE, CHEESE, TOMATO ON WHOLE WHEAT POTATO SALAD, DESSERT	HAM, LETTUCE, TOMATO ON 12 GRAIN BREAD. LETTUCE AND SWISS COLESLAW, DESSERT	CHICKEN, ALFALPHA SPROUTS, TOMATO. CHEESE ON WHOLE BREAD WITH MAYO DESSERT	ROAST BEEF SANDWICH ON KAISER BUN SALAD AND DESSERT	SALAMI, HAM, LETTUCE, TOMATO, ONION ON KAISER ROLL AND MAYO POTATO SALAD, DESSERT	TUNA SANDWICH, POTATO CHIPS COLESLAW, DESSERT
PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK	PM SNACK
SOFT AND CHEWY BAR	PIECE OF FRUIT	NUTRI GRAIN BAR	SOFT AND CHEWY BAR	CHEESE CRACKERS	PIECE OF FRUIT	SOFT AND CHEWY BAR
COOKIES	PRETZELS	RICE KRISPY TREAT	FRUIT GUMMIES	SWEET & SALTY GRANOLA BAR	GOLD FISH CRACKERS	CHEESE CRACKERS
DINNER	DINNER	DINNER	DINNER	DINNER	DINNER	DINNER
GOULASH, PEAS & CARROTS	HAM STEAK, AU GRATIN POTATOES, GREEN BEANS, SALAD, ROLL, BUTTER, DESSERT	CHICKEN FRIED RICE, SPRING ROLL CABBAGE SALAD, ROLL, BUTTER AND DESSERT	CHICKEN QUARTER, GARLIC MASHED POTATOES, CORN, SALAD, ROLL, BUTTER, DESSERT	MEAT LASAGNA, GREEN BEANS SALAD, ROLL, BUTTER, DESSERT	PULLED PORK, DINNER ROLL, BUTTER, SALAD, DESSERT	CHICKEN FRIED RICE, SPRING ROLL CABBAGE SALAD, ROLL, BUTTER AND DESSERT
notes						
BREAKFAST SERVED IN A BROWN PAPER BAG		The number of meals and pricing is based on 130+ meals and 400 snacks per day.		Breakfast - \$4.98 pp, per day Lunch - \$9.42 pp, per day Dinner - \$11.34 pp, per day AM/PM Snacks - \$2.66 pp, per day		
AM & PM SNACKS DELIVERED IN BULK LUNCH DELIVERED IN A BROWN PAPER BAG DINNER DELIVERED HOT IN A MICROWAYABLE CONTAINER. CONDIMENTS AND SILVERWARE FOR ALL MEALS INCLUDED.		If the meals go below 75 per day, there may be an increase of 3% on Breakfast, Lunch, Dinner and Snacks.				
MENU WILL ROTATE WEEKLY						



# MASTER AGREEMENT

## PIMA COUNTY, ARIZONA

THIS IS NOT AN ORDER - TRANSMISSION CONSTITUTES  
CONTRACT EXECUTION

Master Agreement No: 2200000000000000084

MA Version: 9

Page: 4 of 5

Description: Food Service County Congregate & Non-Congregate Shelters

I S S U E R	Pima County Procurement Department	T E R M S	Initiation Date: 11-01-2022
	150 W. Congress St. 5th Fl		Expiration Date: 01-20-2023
	Tucson AZ 85701		
	Issued By: STEPHEN ROMERO		
	Phone: 5207243021		
	Email: stephen.romero@pima.gov		
		<div>NTE Amount: Used Amount: \$0.00</div>	

V E N D O R	Broadway Hotel One Inc	Contact: Carrie Lower
	DBA: Ramada By Wyndham Viscount Suites Tucson East	Phone: 520-584-5809
	4855 E Broadway	Email: dossales@viscountsuite.com
	Tucson AZ 85711	Terms: 0.00 %
		Days: 30

Shipping Method:	Vendor Method
Delivery Type:	
FOB:	FOB Dest, Freight Prepaid
<b>Modification Reason</b> Amendment No. 05 adds one additional Contractor, Broadway Hotel One, Inc. dba Ramada by Wyndham Viscount Suites Tucson, to this contract as a secondary provider. Attachment: Broadway Hotel One, Inc. dba Ramada by Wyndham Viscount Suites Tucson East 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.



# MASTER AGREEMENT DETAILS

Master Agreement No: 2200000000000000084

MA Version: 9

Page: 5 of 5

Line	Description					
1	Breakfast Discount 0.0000 %	UOM EA	Unit Price \$4.88	Stock Code	VPN	MPN
2	AM & PM Daily Snacks (Total of 4) Discount 0.0000 %	UOM EA	Unit Price \$2.66	Stock Code	VPN	MPN
3	Lunch Discount 0.0000 %	UOM EA	Unit Price \$9.42	Stock Code	VPN	MPN
4	Dinner Discount 0.0000 %	UOM EA	Unit Price \$11.34	Stock Code	VPN	MPN
5	Free Form Line- Emergency Items Only not on list Discount 0.0000 %	UOM	Unit Price \$0.00	Stock Code	VPN	MPN