



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

Award  Contract  Grant

Requested Board Meeting Date: 09/07/2021

\* = Mandatory, information must be provided

or Procurement Director Award

**\*Contractor/Vendor Name/Grantor (DBA):**  
Jot Properties, LLC (Headquarters: Northridge, CA)

**\*Project Title/Description:**  
Hotel Shelter Services for COVID Positive Asylum Seekers

**\*Purpose:**  
Ratification of Contract Award: Master Agreement No. MA-PO-22-030. This Master Agreement is for an initial term of four months in a contract award amount of \$2,008,000.00 and includes four (4) six-month renewal options.

Board of Supervisors approval of this request includes the authority for the Procurement Director to issue an Amendment to this contract to add additional hotel locations, if needed, without further action by the Board of Supervisors provided that the Amendment does not exceed the total sum of the award amount of \$2,008,000.00. Administering Department: Health.

**\*Procurement Method:**  
Pursuant to Pima County Procurement Code 11.12.060, Emergency and other limited competition procurement, award of Requisition No. 21-225 is recommended to Jot Properties, LLC, with which County has negotiated a satisfactory agreement.

PRCUID: 424000

Attachments: Request for Limited Competition Procurement, Award Ratification Request and General Services Contract.

**\*Program Goals/Predicted Outcomes:**  
Provide safe hotel sheltering for COVID-19 exposed and/or COVID-19 positive asylum seekers including medical care needed during quarantine and isolation in preparation for onward travel.

**\*Public Benefit:**  
Providing shelter, food and supportive services to COVID-19 exposed and/or COVID-19 positive asylum seekers will mitigate the spread of COVID-19 in Pima County.

**\*Metrics Available to Measure Performance:**  
Daily count of persons provided nights of shelter, spreadsheet reflecting expenses incurred, receipts from vendor reflecting nights of shelter provided, date and costs, and proof of payment to vendor for nights of shelter provided.

**\*Retroactive:**  
No, Contract was approved by Chair of Supervisors on 8/19/21.

Procurement 09/25/21 11:04

**Contract / Award Information**

Document Type: MA Department Code: PO Contract Number (i.e.,15-123): 22-030

Commencement Date: 8/19/21 Termination Date: 12/18/21 Prior Contract Number (Synergen/CMS):

Expense Amount: \$\* 2,008,000.00  Revenue Amount: \$

\*Funding Source(s) required: Shelter National Board Program (EFSP), pursuant to the American Rescue Plan Act of 2021, Section 4008.

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

Amendment No.: AMS Version No.:

Commencement Date: New Termination Date:

Prior Contract No. (Synergen/CMS):

Expense or  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: Nancy Page, Procurement Officer Digitally signed by Nancy Page Date: 2021.08.23 16:19:27 -0700 Nancy Page Digitally signed by Ana Wilber Date: 2021.08.24 09:03:43 -0700 Division Manager: Ana Wilber

Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2021.08.24 15:09:22 -0700 Telephone: (520)724-3563

Department Director Signature/Date: Donald L Gates Digitally signed by Donald L Gates Date: 2021.08.25 09:19:31 -0700

Deputy County Administrator Signature/Date: *John* 8/25/2021

County Administrator Signature/Date: *C. Rumburg* 8/25/21  
*(Required for Board Agenda/Addendum Items)*

Date: August 9, 2021

To: C.H. Huckelberry  
County Administrator

From: Theresa Cullen, MD, MS *TC*  
Health Department Director

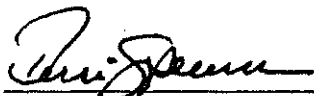
Re: **Request for Limited Competition Procurement of COVID+ Hotel contractor**

To meet the public health needs related to the return of increased incidence of COVID-19 and the change in volume of asylum seekers, Pima County requires a standalone hotel facility to house, monitor and engage COVID-19 positive individuals, their families and/or close contacts. Securing an entire facility will limit potential COVID-19 exposure to uninfected individuals, facilitate improved care and case management, and provide necessary and safe housing for individuals that would otherwise be in congregate care settings.

In accordance with Pima County Procurement Code 11.12.060, the Pima County Health Department is requesting authorization for a limited competition procurement due to the immediate and critical need for this resource. The time required to pursue normal procedure will result in significant public health concerns and potential for undue harm to individuals and the community.

Procurement, Health and GMI have developed an appropriate scope of services and will ensure costs are reasonable and appropriate based on the local market. A preliminary estimate not-to-exceed amount is \$2,100,000 based on 6 months of need. We will solicit quotes and terms based on the developed scope and identify the most appropriate vendor(s) for this contract. This expense will be borne by the Health Fund, ARPA and appropriate state or federal grants. Thank you for your consideration.

Approval as to Form:

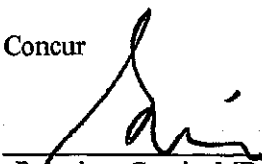


Terri Spencer, Procurement Director

8/10/2021

Date

Concur



Francisco Garcia, MD, MPH Deputy County Administrator

10 August 2021

Date

APPROVED       NOT APPROVED



C.H. Huckelberry, County Administrator

8/12/21

Date

cc: Jan Leshar, Chief Deputy County Administrator  
Terri Spencer, Procurement Director



---

## MEMORANDUM

---

**Date:** August 18, 2021

**To:** Julie Castaneda, Clerk of the Board

**From:** Terri Spencer, Procurement Director *TS*

**Re:** Master Agreement No. MA-PO-22-030, Award Ratification Request

The Procurement Department respectfully requests immediate approval to award a contract for Hotel Shelter Services for COVID+ Asylum Seekers under the Emergency and other limited competition procurement process with Jot Properties, LLC (Red Roof South). The Contractor will provide hotel shelter for COVID-19 exposed and/or COVID-19 positive asylum seekers to meet the unpredictable and emergent requirements of the migrant crisis. Contractor will provide services for varying numbers of migrants who will be referred for a specified length of stay. Migrants are direct referrals from the Casa Alitas Welcome Center as approved by the Pima County Health Department, 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).

Due to this critical situation, Procurement is proposing this contract is awarded for a four-month term and an award amount of \$2,008,000.00, under the authority of the Chair with ratification of this award to follow at the next available Board of Supervisors' Meeting.

Your approval is requested.

*Sharon Bronson*

Sharon Bronson, Chair, Pima County Board of Supervisors

*8-19-21*

Date

Attachments: Limited Competition for COVID+ Hotel Contractor (1 page)  
Contract No. MA-PO-22-030 (14 pages)

REC'D BY CLERK OF BOARD  
AUG 19 2021

**Pima County Department of Health**

**Project: Hotel Shelter Services for COVID Positive Asylum Seekers**

**Contractor: Jot Properties**

**Amount: \$2,008,000.00**

**Contract No.: MA-PO-22-030**

**Funding: Shelter National Board Program (EFSP)**

**GENERAL SERVICES CONTRACT**

**1. Parties, Background and Purpose.**

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and Jot Properties ("Contractor").
- 1.2. Purpose. Due to the urgency of providing shelter to COVID-19 positive asylum seekers as identified by the Health Department a limited competition procurement was issued to three (3) hotels to provide this shelter. Requirements and specifications contained in this contract and documents submitted by Contractor are incorporated into this Contract by reference.
- 1.3. Contractor's Response. Contractor submitted an acceptable response to County's Emergency and other limited competition, 11.12.060, procurement process.

**2. Term.**

- 2.1. Initial Term. This Contract shall be effective upon execution and continue for a four (4) month period (the "Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised Extension Options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement dates.
- 2.2. Extension Options. County may renew this Contract for four (4) additional 6-month periods (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

- 3. Scope of Services.** Contractor will provide County with the products and/or services ("Goods and Services") described in **Exhibit A: Scope of Services** (2 pages), at the dates and times described on **Exhibit A** or, if **Exhibit A** contains no dates or time frames, then upon demand. The Goods and Services must comply with all requirements and specifications in the Solicitation.

**4. Compensation and Payment.**

- 4.1. Rates. County will pay Contractor at the rates set forth in **Exhibit B: Compensation/Rates** (1 page). Those rates will remain in effect during the Contract

and any Extension Option period or at the time the County informs Contractor that the County intends to terminate or extend the term.

- 4.2. **Maximum Payment Amount.** County's total payments to Contractor under this Contract, including any sales taxes, may not exceed the not-to-exceed award amount of \$2,008,000.00. Contractor is not required to provide any goods or services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
  - 4.3. **Sales Taxes.** The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay on goods supplied to the County under this Contract. Contractor will show sales taxes as a separate line item on invoices.
  - 4.4. **Timing of Invoices.** Contractor will invoice County on a biweekly basis as set forth in **Exhibit B**. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
  - 4.5. **Content of Invoices.** Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
  - 4.6. **Invoice Adjustments.** County may, at any time during the Term, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.
5. **Insurance.** Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.
- 5.1. **Insurance Coverages and Limits:**
    - 5.1.1. **Commercial General Liability (CGL):** Occurrence Form covering liability arising from premises, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations with minimum limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate.
    - 5.1.2. **Business Automobile Liability:** Coverage for any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
    - 5.1.3. **Workers' Compensation (WC) and Employers' Liability:** Workers' Compensation with Employers Liability limits of \$1,000,000 each accident and \$1,000,000 each employee – disease. Workers' Compensation statutory coverage is compulsory for employers of one or more employees

5.2. Additional Coverage Requirements:

- 5.2.1. Claims Made 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.
- 5.2.2. Insurer Financial Ratings: Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.
- 5.2.3. Additional Insured: The General Liability policy must 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 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 the County and its Agents as an additional insured, even if they exceed the Insurance Requirements.
- 5.2.4. Waiver of Subrogation: Commercial General Liability and Workers' Compensation coverages must each contain a waiver of subrogation in favor of County and its Agents for losses arising from work performed by or on behalf of the Contractor.
- 5.2.5. Primary Insurance: The Required Insurance policies, with respect to any claims related to this Contract, must be primary and must treat any insurance carried by County as excess and not contributory insurance. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR).
- 5.2.6. 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.

5.3. Verification of Coverage:

- 5.3.1. Certificates: Insurer or Broker of Contractor must evidence compliance with the Insurance Requirements by furnishing certificates of insurance executed by a duly authorized representative of each insurer. Each certificate must include:
- The Pima County 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 the County and its Agents.

5.3.2. Timing of Coverage: Each Required Insurance policy and appropriate endorsements must be in effect not less than 15 days prior to commencement of work under this Contract.

5.3.3. Renewal Certificate: A renewal certificate must be provided to County not less than 15 days prior to the policy's expiration date, along with actual copies of the additional-insured and waiver-of-subrogation endorsements.

5.3.4. Policies: County reserves the right to, at any time, require complete copies of any or all Required Insurance policies.

5.3.5. Cancellation Notice: Contractor must notify the County in advance, in writing, if a Required Insurance policy will expire, be cancelled, be suspended, or be materially changed. The notice must be provided to the County by the earlier of (a) 30 days before the change will take effect, and (b) 2 business days after Contractor receives notice of the change from its insurer. For cancellation for non-payment, Insurer must provide County with written notice ten (10) days prior to cancellation of policy.

5.4. Approval and Modifications: The Pima County 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. Neither the County's failure to receive a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, or the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

## 6. **Indemnification:**

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") for bodily injury of any person (including death) or property damage, but only to the extent that such injury or damage is caused or alleged to be caused by a negligent or intentionally wrongful act or omission of the Indemnitor, or of any of its officers, officials, agents, employees, or volunteers. This indemnity will survive expiration of this Contract.

## 7. **Laws and Regulations.**

7.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

7.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

7.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.



8. **Independent Contractor.** Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of Pima County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.
9. **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 any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. 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.
10. **Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
11. **Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
12. **Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
14. **Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, 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.
15. **Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
16. **Termination by County.**
  - 16.1. **Without Cause.** County may terminate this Contract at any time, without cause, by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.

16.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.

16.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.

17. **Notice**. Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:  
Pima County Health Department  
3950 S. Country Club Rd., Suite 200  
Tucson, AZ 85714  
(520) 724-7843  
Attn: Donald Gates, Business Operations  
Manager

Contractor:  
Jot Properties LLC  
11856 Mariposa Bay Lane  
Northridge, CA 91326  
(818) 665-6228  
Attn: Nick Riat, Owner

18. **Non-Exclusive Contract**. Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

19. **Remedies**. Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.

20. **Severability**. Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.

21. **Books 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 for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.

22. **Public Records**.

22.1. **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.

22.2. **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.

**23. Legal Arizona Workers Act Compliance.**

**23.1. Compliance with Immigration Laws.** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its 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.

**23.2. Books & Records.** 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.

**23.3. Remedies for Breach of Warranty.** 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 be required to 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. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.

**23.4. Subcontractors.** Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 23 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 insure 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."

**24. Israel Boycott Certification.** Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 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.

25. **Amendment.** The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.
26. **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.

**SIGNATURE PAGE TO FOLLOW**

This agreement will become effective when all parties have signed it. The date of the agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

**PIMA COUNTY**

Sharon Bronson

Chair, Board of Supervisors

8-19-21

Date

**JOT PROPERTIES**

[Signature]

Authorized Officer Signature

Ramnik Bhat, Manager

Printed Name and Title

8-18-21

Date

**ATTEST**

[Signature]

Clerk of the Board

8-19-21

Date

**APPROVED AS TO FORM**

[Signature]

Stacey Roseberry, Deputy County Attorney

## Exhibit A: Scope of Services (2 pages)

- A. Contractor must be an Arizona limited liability company doing business as a Hotel Property Lessor.
- B. Contractor must maintain an appropriately licensed hotel facility with all current registrations and permits necessary for operation in Pima County, Arizona.
- C. Contractor has a hotel, Red Roof Inn Tucson South (117 rooms) located at 3704 E. Irvington Road, Tucson, Az., 85714.
1. General Specifications:
- 1.1. Contractor will lease on an exclusive basis an entire hotel to Pima County at a daily rate per room. County will issue Delivery Orders (DO) for each hotel, as needed. During the DO period the facility will be fully dedicated (117 rooms) to the housing of individuals identified by the Pima County Health Department only. Contractor will not rent lodgings to any other customers during this period.
  - 1.2. Pricing will be based on a room-block that consists of an entire hotel building leased to Pima County for the period specified in the DO.
  - 1.3. Contractor will designate a Lodging Manager who will be the primary liaison to the Health Department and its contracted medical or sponsor agency partners.
  - 1.4. As applicable and at no additional cost to County, Contractor agrees to perform and comply with all requirements of contracts which are funded by Federal grants, which are listed in the attached **Exhibit C: Basic Clauses for Federally Funded Purchases/Contracts** (2 pages)
  - 1.5. 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). For the purposes 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 metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
2. Service Specifications:
- 2.1. Current Centers 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.
    - 2.1.1. Vaccination recommended;
    - 2.1.2. Use of Personal Protective Equipment (PPE) is required;
    - 2.1.3. Trained in PPE donning and doffing;
    - 2.1.4. Adherence to infection control procedures.
  - 2.2. Contractor will provide the following services for lodgers during this contract period:
    - 2.2.1. Lodging consistent with facility operations prior to this contract without material changes to the structure, furnishings, types and quantity of linens and towels, or convenience items;
    - 2.2.2. Housekeeping service including laundry service for contractor-owned towels (on-demand) and linens (weekly) for occupied rooms, trash removal, and amenity replenishment; delivery of towels/linens to placed outside door; bag/container supplied to rooms for used towels/linens to be placed outside door for pickup.

- 2.2.3. Thorough deep cleaning of rooms (hold room for 24 hours and the clean), including full linen and towel change, between occupancies of each room to meet CDC and local standards;
  - 2.2.4. Access to guest laundry facilities (if available);
  - 2.2.5. No-cost amenities as provided to lodgers prior to this contract (e.g. local phone calls, cable television, etc.);
  - 2.2.6. Security and on-site staffing consistent with service provided prior to this contract.
  - 2.3. To facilitate on-site medical or clinical monitoring and care, contractor will provide the following space for County or County-contracted agency use:
    - 2.3.1. One (1) secure room (meeting space preferred) for medical team command post and storage;
    - 2.3.2. Two (2) guest rooms, adjoining preferred else adjacent, configurable for clinical examination space;
    - 2.3.3. One (1) secure room (meeting space preferred) for sponsor agency command post and storage;
    - 2.3.4. One (1) secure room suitable for overflow storage;
    - 2.3.5. Two (2) lodging rooms for use by County or County-contracted agency staff should overnight stay be required.
  - 2.4. Contractor will facilitate to the extent practicable County-authorized support for lodgers to include:
    - 2.4.1. ~~Delivery of meals and other food/beverages;~~
    - 2.4.2. Coordination of health care;
    - 2.4.3. Support from volunteers and contracted agencies;
    - 2.4.4. Cooperation with local, state, and federal officials as required for the best treatment of the lodgers.
  - 2.5. Contractor may, as a result of the special nature of this population, require additional solid waste/trash service, and will coordinate such expansion of service with their existing provider.
3. Business Process:
- 3.1 Contractor shall submit an invoice document in accordance with the requirements of this contract, which is clearly labeled as "invoice". All invoices must contain the invoice number and DO number. Invoicing may occur no more frequently than on a bi-weekly basis.

**END OF EXHIBIT A**

**Exhibit B: Compensation/Rates (1 page)**

Guest Room Rate: \$130.00 per room per night. All inclusive of all terms in the contract including large meeting space room rental and breakfast room space rental.

Guest Laundry Services: 2 washers and 2 dryers coin operated. Use of Facility room is free. The washers and dryers are \$1.25 each/load.

All incidental charges, including physical damage to the Premises, including room interiors, caused by or arising out of the actions or omissions of the room occupant(s) must be identified and charged to the room occupant.

**END OF EXHIBIT B**



## Exhibit C

### Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, County is required to include the following additional provisions, as applicable, under 2 C.F.R. Pt. 200, Appendix II.

(A) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(B) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(C) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(D) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(E) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(F) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(G) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal 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. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(H) See § 200.323, Procurement of recovered materials.

(I) See § 200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

(J) See § 200.322, Domestic preference for procurements.

**END OF EXHIBIT C**