

ISSUING DEPARTMENT INPUT DOCUMENT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. NA

Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: RQID2100223 / FB-02058
 TERM OF CONTRACT 1M YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Hotel Facility Emergency Disaster Shelter Agreement

Description: The County is seeking bids for the full rental of a hotel property to be used for COVID quarantine.

Issuing Department: ISD
 Contact Person: Saba Musleh
 Phone: 786-631-8095

Estimate Cost: \$300,000 Monthly

Funding Source:
 GENERAL
 FEDERAL FEMA
 OTHER

ANALYSIS

| | | | | |
|--|---|--|--|--|
| Commodity Codes: | 97130 | | | |
| Contract/Project History of previous purchases three (3) years Check here <input type="checkbox"/> if this is a new contract/purchase with no previous history. | | | | |
| | <u>EXISTING</u> | <u>2ND YEAR</u> | <u>3RD YEAR</u> | |
| Contractor: | | | | |
| Small Business Enterprise: | | | | |
| Contract Value: | | | | |
| Comments: | | | | |
| Continued on another page (s): <input type="checkbox"/> YES <input type="checkbox"/> NO | | | | |

RECOMMENDATIONS

| | Set-Aside | Subcontractor Goal | Bid Preference | Selection Factor |
|---|--|--|--|--|
| SBE | | | | |
| Basis of Recommendation: | | | | |
| Signed: Saba Musleh | | Date sent to SBD: 8/24/2021 | | |
| | | Date returned to SPD: | | |

SECTION 2

SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The County is seeking to secure an entire hotel type facility, "Hotel", that meets the requirements specified in Section 4, Hotel Requirements. The Hotel will be used for quarantine purposes for individuals who may have tested positive for COVID-19 and/or may be experiencing COVID-19 symptoms and are in need of quarantining.

2.2 TERM OF CONTRACT

This Contract shall commence on the date stipulated on the Notice of Award issued by the Internal Services Department, Strategic Procurement Division, and shall terminate thirty (30) days from the Effective Date (the "Initial Term"). In the event that the County desires to exercise a renewal of the Contract, it may do so for additional time periods, to be exercised in increments of thirty (30) days (the "Renewal Terms") subject to termination as set forth in section 2.3 below.

2.3 TERMINATION FOR CONVENIENCE

Either party may terminate this Contract at any time after the Initial Term with or without cause, in its sole and absolute discretion by giving written notice to the other party at least fifteen (15) days prior to the date when such termination shall become effective.

2.4 METHOD OF AWARD

Award of this contract will be made to the responsive, responsible Bidder whose Hotel meets all requirements listed under Section 4 Hotel Requirements, and whose offer represents the lowest price per unit, per night. The County will award the Contract to a single Awarded Bidder.

2.5 PAYMENT

The Awarded Bidder shall invoice the County, after each term concludes for charges incurred during said term, and the County shall compensate the Awarded Bidder for the use of the Hotel at the rate per night per Hotel room, "Unit", which shall be payable within forty-five (45) days from receipt of a proper invoice. Payment shall be calculated as (rate per night/per Unit) x (number of Units) x (30 days) = Monthly payment. The payment shall be inclusive of all of the services provided by the Awarded Bidder that are specified in this Contract unless expressly stated herein to the contrary. If the County terminates this Contract in advance of the fulfillment of use of any 30-day period within any of the Renewal Terms, the County shall only be obligated to pay and be responsible for those days the County was using the Hotel.

2.6 PERMITTED USE

It is hereby understood and agreed that the use of the Hotel is in response to COVID-19/novel coronavirus, and is directly related to that emergency and necessary for the preservation of public health and safety. Awarded Bidder acknowledges and agrees that the County is permitted to make any use of the Hotel which it deems necessary, which

may include, but not be limited to, accommodation, quarantining and housing of individuals who may be infected with the COVID-19/novel coronavirus ("Occupants"). Awarded Bidder waives any and all objection to the use of the Hotel for any use deemed appropriate by the County.

2.7 HOLD HARMLESS

Awarded Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the gross negligence or intentional misconduct of the Awarded Bidder or negligence of its employees, agents, servants, partners, principals or subcontractors. Awarded Bidder shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgements, and attorney's fees which may issue thereon. Awarded Bidder expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County, or its officers, employees, agents, and instrumentalities as herein provided.

2.8 COUNTY LIABILITY

The County shall not be liable for any damage or injury which may be sustained by any party or person on the Hotel, including but not limited to any employees of Awarded Bidder, other than the damage or injury caused solely by the gross negligence of the County, its officers, employees, vendors, or agents, subject to the limitations of Florida Statutes, Section 768.28. This section survives the termination or expiration of this Contract.

2.9 SECURITY

The County, at its sole cost and expense and during the Term, shall provide twenty-four (24) hour security at the Hotel using its own employees or may contract with third parties to do so. Under no circumstance shall the security provided by County be considered employees or agents of the Awarded Bidder. Further, under no circumstance shall the Awarded Bidder be liable for any claims or costs associated with the acts, errors or omissions of the security personnel utilized by the County. County assumes all responsibility and liability for the security of its own employees, agents, invitees, merchandise and fixtures within the Hotel. County, at its option, may install its own security devices within the Hotel; provided, that the County will remove any security devices and restore the Hotel to the condition they existed at the Effective Date following the expiration or earlier termination of this Contract.

Commented [MS(1): Discussion item. Do we want to provide ?

2.10 BINDING TERMS

This Contract shall bind Awarded Bidder and the County and their respective assigns or successors, as the case may be.

2.11 TIME OF ESSENCE

It is understood and agreed between the parties hereto that time is of the essence of this Contract, and this applies to all terms and conditions contained herein.

2.12 RIGHTS OF THE PARTIES

The rights of the parties under this Contract shall be cumulative, and failure on the part of either party to exercise promptly any rights given hereunder shall not operate as a waiver of any of such party's rights.

2.13 AWARDED BIDDER'S OBLIGATIONS, REPRESENTATIONS AND COVENANTS

The Awarded Bidder represents and covenants to the County that:

- (a) It has full power and authority to enter into this Contract and perform in accordance with its terms, conditions, and provisions and that the person signing this Bid Submittal Form on behalf of the Awarded Bidder has the authority to bind the Awarded Bidder and to enter into this transaction, and the Awarded Bidder has taken all requisite actions and steps to legally authorize it to execute, deliver and perform pursuant to this Contract.
- (b) Awarded Bidder is the fee simple owner of the Hotel, and Awarded Bidder will provide the Hotel on the Effective Date free and clear of any and all tenancies and occupancies of every nature whatsoever.
- (c) Awarded Bidder represents and covenants as of the Effective Date of this Contract, the Hotel are not in violation of any federal, state, county, or municipal law or regulation, including, but not limited to any building code, environmental regulation, or other government ordinance or law. Awarded Bidder further represents and covenants that it has not received any notice of any such violation.
- (d) Awarded Bidder represents and covenants that, to the best of Awarded Bidder's knowledge, there are no vermin, termites, insects, or pests of any kind or nature within the Hotel. Should the County find evidence of anything to the contrary, the County can pay for the cost of rectifying the situation, including but not limited to employing a pest exterminator, and the Awarded Bidder shall pay for the costs of same upon invoice, or at the County's election, such costs shall be deducted from the Payment.
- (e) Awarded Bidder represents that it is a business entity, organized and licensed to do business in both the State of Florida, and specifically in Miami-Dade County. The Awarded Bidder acknowledges and agrees that at all times during the term of this Contract that it shall maintain its corporate status as active and current with the appropriate state authorities.

This section survives the termination or expiration of this Contract.

2.14 TAXES AND INSURANCE

- (a) The Awarded Bidder is solely responsible for all tax liabilities, including property taxes.
- (b) Each party to this Contract agrees to assume responsibility for the acts, omissions, or conduct of such party's own employees, agents, and contractors while participating herein and pursuant to this Contract, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The parties agree that, with respect to tort liability for acts or occurrences on or about the Premises, including product liability, County is either: (i) constitutionally immune (or partially immune) from suit, judgment or liability; (ii) insured; or (iii) covered by a financial plan of risk management that is in the nature of self-insurance, all as determined by Applicable Laws, government policies and practices. The County does not carry public liability insurance, but the liability of the

County and the obligation of the County to be responsible for tort claims is covered by the terms and provisions of Fla. Stat. 768.28.

- (c) Awarded Bidder shall maintain workers' compensation insurance, employers' liability insurance, and disability benefits insurance, in accordance with Law on behalf of, or with regard to, all employees of the Awarded Bidder providing services under this Contract.
- (d) Awarded Bidder shall maintain Commercial General Liability insurance in the amount of at least Two Million Dollars (\$2,000,000) per occurrence for bodily injury (including death) and at least Four Million Dollars (\$4,000,000) in the aggregate. Coverage must be at least as broad as the coverage provided by the most recently issued ISO Form CG 00 01, primary and non-contributory, and "occurrence" based rather than "claims-made." Such coverage shall list the County together with its respective officials, service providers, contractors and employees, as an additional insured with coverage at least as broad as the most recently issued ISO Form CG 20 10 or CG 20 26. Certificate holder must read: Miami-Dade County 111 NW 1st Street Suite 2300 Miami FL 33128

Commented [MS(2): Sent to risk to verify

2.15 SAFETY MEASURES

Awarded Bidder shall have reasonable safety measures to protect its employees who will be working at the Hotel during the Term, including but not limited to, providing sufficient antibacterial and cleaning soap, sanitizers, sprays, and wipes to keep employees and their work areas and areas with which they will come into contact clean, and providing personal protective equipment such as gloves and protective masks for employees to wear. The County shall not be responsible and assumes no responsibility for the safety of Awarded Bidder's employees.

2.16 DEFAULT; OPPORTUNITY TO CURE; REMEDIES

If either the Awarded Bidder or the County breach any of the provisions of this Contract ("Event of Default"), the non-defaulting party may issue a notice to the defaulting party ("Default Notice"), specifying the basis for such default, and advising the defaulting party that such default must be cured within a ten (10) day period following the Default Notice, and, for matters of public health, safety and welfare, must be cured immediately or this Contract may be terminated. Without limiting any of the remedies set forth elsewhere in this Contract, in the event of any Event of Default of any provisions set forth herein by Awarded Bidder or the County that remains uncured beyond the ten-day period or, for matters of public health, safety and welfare, such shorter period specified in the Default Notice, the other party may: (i) bring an action for damages; (ii) or for injunctive relief; (iii) or Specific Performance; and if relating to maintenance and/or repairs as set forth above, then the County may undertake such maintenance and/or repairs and deduct the amount of such work (including materials and labor) from any Payment due to the Awarded Bidder; and/or pursue any other remedy available to the County under this Contract, or at law, or in equity. In light of the nature of this Contract in response to the emergency arising from COVID-19, Awarded Bidder shall not be permitted to terminate this Contract as a remedy for any breach hereof except as otherwise expressly provided in this Contract.

2.17 LIMITATIONS ON DAMAGES

Notwithstanding and prevailing over anything contained in this Contract to the contrary, in no event shall either party be liable to the other for any indirect, consequential or punitive damages nor shall either party be liable to the other for any damage claims for lost profits.

2.18 RETURN OF HOTEL

The County shall at the expiration or other termination of this Contract remove all of the County's personal property from the Hotel. If the Expiration Date occurs on a weekend day or a federal, state, or county holiday, the Hotel shall be returned to the Awarded Bidder in accordance with this Section no later than 5:00 p.m. on the business day after such weekend day or federal, state, or county holiday. On or before the specified time, the County shall deliver to the Awarded Bidder the Hotel, all keys, locks thereto, and other fixtures connected therewith a, in good condition subject to reasonable wear and tear (including being broom swept/vacuumed), damage by fire or other casualty excepted. Any equipment or improvements installed by the County shall remain the property of the County at the expiration of this Contract, and the County shall remove such property when vacating the Hotel. The County shall restore all surfaces, including floors and walls, to the condition existing prior to its installation, including repair and repainting as needed. The County shall clean the Hotel per the current health and safety protocols established by public health officials, immediately prior to vacating the Hotel. If the final cleaning is performed by the Awarded Bidder, according to U.S. Centers for Disease Control (CDC) Covid-19 guidance, the County must first approve of the costs of the final cleaning in order for such costs to be reimbursed by County to Awarded Bidder.

2.19 NON-WAIVER PROVISION

Any waiver on behalf of any party shall be evidenced in writing. Awarded Bidder or the County's failure to take advantage of any default hereunder, or breach of any term, covenant, condition, or agreement of this Contract on the part of the Awarded Bidder or the County shall not be (or be construed to be) a waiver thereof. Likewise, the parties further agree that any custom or practice that may grow between the parties in the course of administering this Contract cannot be construed to waive or to lessen the right of the County or the Awarded Bidder to insist upon the complete performance by the County or the Awarded Bidder of any term, covenant, condition, or agreement hereof, or to prevent the exercise of any rights given by either of them on account of any such custom or practice. Waiver of a particular default under this Contract, or waiver of any breach of any term, condition, covenant, or agreement of this Contract, shall not be construed as, or constitute a waiver of any other or subsequent defaults under this Contract, or a waiver of the right of either party to proceed against the other party for the same or any other subsequent default under, or breach of any other term, covenant, condition, or agreement of this Contract.

2.20 FORCE MAJEURE

Neither the County nor the Awarded Bidder shall be liable for failure to perform any obligation under this Contract, in the event it is prevented from so performing by strike, lockout, breakdown, accident, act of God, order or regulation of or by any governmental authority or failure to supply or inability by the exercise of reasonable diligence to obtain supplies, parts or employees necessary to furnish such services or because of war or other emergency or for any other cause beyond its control.

2.21 ACCESS

Awarded Bidder shall allow the County or its agents to enter the Hotel as of the Contract's effective date to stage and prepare the Hotel for the County's permitted use.

2.22 EMERGENCY AUTHORITY

Nothing contained herein shall limit, or be construed to limit, the authority granted to the County by statute, Home Rule Charter, ordinance or general law relating to emergency management; the County shall retain, to the full and maximum

extent of its legal authority, the right, ability and power to take all actions necessary to secure the public health and welfare, and the protection of life and property, during emergency situations, including actions which are inconsistent with the terms of this Contract. Where the County, in good faith, determined that an action inconsistent with this Contract is necessary to the protection of life or property, the County may take such action, and such action shall not create liability under this Contract or otherwise create a cause of action in favor of the Awarded Bidder against the County. Notwithstanding the preceding, and irrespective of County action, the County shall at all times remain responsible for its obligations under this Contract.

2.23 SOVEREIGN RIGHTS

The County retains all of its sovereign prerogatives and rights as a county under State law with respect to the occupancy and use of the Demised Property. It is expressly understood that notwithstanding any provisions of this Contract and the County's status thereunder:

- (a) The County retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county under State law and shall in no way be stopped from withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations whatever nature of general applicability which is applicable to the Hotel and any improvements thereon, or the operation thereof, or be liable for the same, including any approvals needed under zoning hearings; and
- (b) The County shall not, by virtue of this Contract, be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature of general applicability which is applicable to the Hotel; and

Notwithstanding and prevailing over any contrary provision in this Contract, nothing contained in this Contract shall bind the Board, the County's Planning and Zoning Department, RER, or any other County, federal or state department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the County or other applicable governmental agencies in the exercise of its police power.

2.24 CAPTIONS AND SECTION NUMBER

The captions in this Contract are for convenience of reference only and shall not define, modify, explain, amplify or limit the provisions, interpretation, construction, or meaning hereof.

2.25 CONFIDENTIALITY

The Awarded Bidder hereby acknowledge and agree that the County shall be permitted to disclose any information herein or in connection with County's relationship with Awarded Bidder without Awarded Bidder's prior written consent.

2.26 PARTIAL INVALIDITY OR UNENFORCEABILITY

The invalidity of one or more of the provisions of this Contract shall not affect the remaining portions of this Contract; and, if any one or more of the provisions of this Contract should be declared invalid by final order, decree or judgment of a court of competent jurisdiction, this Contract shall be construed as if such invalid provisions had not been included in this Contract; provided however if the removal of the provision of the Contract invalidates the purpose of the Contract, then the Contract may be terminated.

2.27 CALENDAR DAYS

Any mention in this Contract of a period of days for performance, unless otherwise described in this Contract, shall mean calendar days.

2.28 COMPLIANCE WITH LOCAL, STATE, AND FEDERAL REQUIREMENTS

Awarded Bidder agrees to comply, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to this Contract, including, but not limited to Appendix A, Federal Terms and Certifications.

2.29 COMMUNICATION

All inquiries regarding any Occupant or event involving an Occupant must be referred to the County. All individual identifying information, including Occupant names, received by or in the possession of either party in the course of this Contract shall be kept confidential and shall not be disclosed except as required by the terms of this Contract, or allowed or mandated by applicable law.

2.30 ORDER OF PRECEDENCE

In the event of conflict in the terms/conditions of this contract, such conflict will be resolved by giving precedence in the following order:

- A. Appendix A – Federal Terms and Certifications
- B. Section 2, Special Terms and Conditions, and Section 3, Scope of Work/Technical Specifications.
- C. Section 1, General Terms and Conditions.

SECTION 3

SCOPE OF WORK/TECHNICAL SPECIFICATIONS

3.1 SCOPE OF WORK

The Awarded Bidder will ensure that the entire Hotel, including all Units are available for the County's use and occupancy. The Awarded Bidder will ensure that all Units in the Hotel will be in rentable and usable condition and available to the County for its use on the Effective Date. In addition to the Units, the Awarded Bidder agrees to make available for the County's use all meeting spaces, guest storage, common areas, all parking spaces that are customarily available for use by Hotel guests at the Hotel, and all roads, driveways, passageways, landscaped areas, lobbies, and corridors, entrances and exits thereto, the truck way or ways, loading docks, package pick-up stations, parking lots, pedestrian sidewalks and ramps, landscaped areas, retaining walls, stairways, and other areas and improvements of the Hotel. The County's use of the Hotel shall be 24 hours per day, seven days per week, with no exceptions. Parking spaces, upon the Effective Date, shall be unobstructed and completely accessible for the County's use.

3.2 AMENITIES AND SERVICES

- (a) The Awarded Bidder shall ensure that each Unit is equipped with a bed, shower/bath, toilet, television, a separate heating/ventilation/air conditioning (PTAC, HVAC or VTAC) system or unit, a telephone that provides unlimited domestic calls, linens, towels, microwave, and a refrigerator. In the event that any of these items are out of order, the Awarded Bidder will make every effort to repair or replace the item(s) in the normal course of business.
- (b) The Awarded Bidder will ensure that, as of the Effective Date, all of the Units are stocked with necessary toiletries, to include but not be limited to, soap, shampoo, toilet paper, shower cap, and lotion ("Toiletry Kit"). Awarded Bidder will also provide each Unit with a minimum of two Toiletry Kits per week and any such additional Toiletry Kits, or parts thereof, as are reasonably requested by the County.
- (c) The Awarded Bidder, at its sole cost and expense, shall be responsible for cleaning and disinfection of common areas, including but not limited to all corridors, stairwells, elevators, and other common areas throughout the Premises.
- (d) The Awarded Bidder, at its sole cost and expense, shall provide cleaning and housekeeping services upon Unit turnover only. Additionally, upon request, the Awarded Bidder will provide cleaning supplies to any Occupant that requests such items so that Occupants may clean their Units as needed.
- (e) The Awarded Bidder, as part of the housekeeping services, will change linens and towels upon Unit turnover only. Additionally, upon request, Awarded Bidder shall make available linens and towels to any Occupant that requests such items so that Occupants may change their own linens while occupying the Unit.
- (f) The Awarded Bidder will provide a light breakfast for all Occupants every morning during the Term to consist of fruits, coffee and muffins or similar meal items. Any food preparations shall be handled by the Awarded Bidder in compliance with all applicable rules and regulations. Such food preparation shall be delivered in individual sealed packages and delivered to individual Units. Meals will be agreed upon by the Awarded Bidder and the County based on existing hotel menus and restaurant facilities.

Commented [MS(3): Discussion item, what do we want the Awarded Bidder to provide vs. contract out?

- (g) Except for amenities/services expressly stated in this Contract or that otherwise receive the prior written approval of the County, the County shall in no event pay for any pay-per-view movies, long-distance telephone calls, alcohol, tobacco, decorative pillows, hairdryers, irons, ironing boards, robes, or any other amenities/services made available by the Awarded Bidder in its regular course of business to other hotel Occupants (the "Restricted Amenities"). Awarded Bidder shall use its best efforts to remove or disable all of the Restricted Amenities from each Unit, and understands and agrees that notwithstanding the use by any Occupant of a Restricted Amenity, the County shall in no event pay for charges resulting from the consumption or use of, or damage to or caused by, the Restricted Amenities.
- (h) Awarded Bidder shall make available to the County the use of a room(s) or other space that allows for privacy, separate and apart from the Hotel Occupant Units, that is large enough to accommodate multiple Occupants who are designated as having special needs and nursing or medical staff to provide medical monitoring, medical or rehabilitative care, and other care needs for the duration of the Occupants' stay. County reserves the right to retrofit or alter the designated space in a manner which is necessary to adequately perform medical and needs care. County will return the designated space to Awarded Bidder in the same condition it was in immediately prior to said alteration or retrofitting by the County.
- (i) If onsite or offsite storage is required to address County operation needs, Awarded Bidder shall be reimbursed for their actual costs spent on commercial bulk storage.

3.3 UTILITIES

Awarded Bidder shall furnish and pay all charges for electricity, sewer, trash disposal, water services, telephone service, cable service, and waste disposal services ("Hotel Utilities"). In the event of either (a) failure by the Awarded Bidder to furnish any of the Hotel Utilities in a satisfactory manner or (b) a determination by the County in its sole and absolute discretion that assuming responsibility of any of the Hotel Utilities is necessary for the preservation of public health and safety, the County may furnish the same at its own cost, and in addition to any other remedy the County may have, may deduct the amount thereof from the Payment that may then be, or thereafter become, due hereunder.

3.4 MAINTENANCE AND REPAIR

- (a) During the Term of this Contract, the Awarded Bidder shall, at the Awarded Bidder's sole cost and expense, keep and maintain the structure and major systems of the Hotel and all parts thereof, including without limitation the elevators, electrical, structural, mechanical, plumbing, and HVAC systems in good working order, condition and repair. If either (a) the Awarded Bidder does not perform the required maintenance or repairs or (b) the County determines, in its sole and absolute discretion, that it must conduct such maintenance and repairs to preserve public health and safety by, for example, ensuring that all maintenance or repair personnel are properly protected from contact with common surfaces or areas, the County reserves the right, but not the responsibility, to make any such necessary repairs during the term of this Contract which the County reasonably believes to be necessary to timely and properly use the Hotel for the intended use, and/or which present a reasonable concern for safety for the County, or any of its agents, vendors, employees, licensees, or invitees. In such event, the cost of such maintenance or repairs, including materials, labor, and overhead, at the County's election, may be invoiced to the Awarded Bidder who shall forthwith pay such costs, or shall have such amount reduced from the Payment. Prior to commencing such repairs on behalf of the Awarded Bidder, the County shall provide written notice to the Awarded Bidder. Further, the County shall have no liability to the Awarded Bidder for any damages; inconvenience or interference regarding the use or any damage to the Hotel as a result of performing any such work.

- (b) The Awarded Bidder shall provide maintenance staff to respond to service calls (i.e. clogged toilets, etc.) for Units.
- (c) The Awarded Bidder shall have the right to enter the Units at any and all times for inspection, repairs, and maintenance, and shall use reasonable care to notify Occupants of such entry to avoid disturbing the Occupants of any Unit. Exceptions to disturbance of Occupants may be made in the case of emergency or if dangerous, unsanitary or hazardous conditions exist, or illegal activities are being conducted, in or about such Unit.
- (d) The Awarded Bidder shall maintain all safety devices, including smoke and carbon monoxide detectors, sprinklers, fire extinguishers, handicap accessible grab bars, etc., and ensure they are all in proper operating conditions and functioning properly.
- (e) The Awarded Bidder shall also be responsible for pest control at the Hotel in all common areas, all Units, and in the exterior areas of the Hotel and for waste disposal for all waste deposited into the Hotel's exterior dumpsters and trash receptacles. The Awarded Bidder shall be responsible for all cleaning and janitorial in all areas of the Hotel. The Awarded Bidder shall be responsible to undertake all of the laundry and washing for towels and linens used at the Hotel.
- (f) The Awarded Bidder shall be responsible for trash pickup from Units on a daily basis. Trash must be properly stored in covered receptacles appropriate to the volume of the container. Trash and debris must not accumulate to levels where refuse overflows containment areas. Occupants must be instructed to leave trash outside their doors contained in proper trash bags or secured containers provided by the Awarded Bidder.
- (g) The County shall pay for the cost of any repairs, or replacements to the Hotel made necessary by any gross negligence or willful misconduct, or intentional act of the County, or any of its agents, vendors, employees, licensees, or invitees. The County will presume that any damage discovered by Awarded Bidder to a Unit pre-existed before the effective date of this Contract unless the Awarded Bidder can definitively demonstrate otherwise and prove that it was caused by the County, its agents, contractors or Occupants after the effective date of this Contract. Invoices for repairs must contain proper documentation, including all associated costs.
- (h) The County may make any improvements to the Hotel deemed necessary to place it in a state or condition that the County may use it for purposes described herein, provided that it advises Awarded Bidder of such improvements prior to commencing same. Such improvements, as opposed to necessary repairs referenced above, shall be at the County's sole cost and expense. This section survives the termination or expiration of this Contract.

3.5 HOTEL STAFF; COMPENSATION

Hotel front desk shall be open at all times (24/7). Awarded Bidder shall keep a dedicated hotline for Occupants and shall take calls and messages to be delivered to the County or anyone else, as appropriate. Awarded Bidder shall have a dedicated management team, including but not limited to, at least one (1) member of its staff available to the County at all times (24/7), to coordinate logistics, and ensure that County's concerns, operations, and other matters dealing with the Hotel with which the County may require assistance are addressed. This assistance may include, but is not limited to, the programming of any key cards or any other accessibility and functionality systems of the Hotel. Additionally, Awarded Bidder shall assign on-site management, as it would during normal hotel operations, responsible for general hotel operations and oversight of Awarded Bidder's staff. Such staff shall be available on a 24-hour, 7 days per week basis. Awarded Bidder warrants that this Contract will not impact the employment status of any hotel staff for the duration of this Contract. Awarded Bidder and/or its agents shall ensure that all hotel staff will

receive the same compensation as they would otherwise have received absent any County occupancy, whether they are reassigned to another hotel or relieved of duty for the duration of the Contract.

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SECTION 4

HOTEL REQUIREMENTS

| # | Category | Bidder's Response |
|---|---|-------------------|
| 1 | Hotel must be between 50 and 100 Units. What is the number of Units in your Hotel? | |
| 2 | Hotel must be located in one of the following zip codes: -. What is the zip code where your Hotel is located? | |
| 3 | Hotel Must include | |
| | | |
| | | |
| | | |
| | | |

Commented [MS(4)]: Outside of evacuation zone to be provided by OEM.

Commented [MS(5)]: Any other requirement OEM sees fit.

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SECTION 5

PRICING SUBMITTAL FORM

| Category | Bidder's Response |
|---------------------------|-------------------|
| Price per unit, per night | \$ |

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