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REQUEST FOR HOTEL/MOTEL ROOM BLOCK PRICE QUOTES RPM-06-FY-20

TO: Interested Hotel/Motel Operators

FROM: Rachel Johnson

Real Property Program Manager

Alameda County General Services Agency

DATE: May 13, 2020

Executive Summary

On March 4, 2020 California Governor Gavin Newsom declared a State of Emergency to help the state prepare for the broader spread of the novel Coronavirus, aka COVID-19.

On Tuesday, March 17, 2020 the Alameda County Health Officer, in conjunction with six Bay Area County Health Officers, placed all individuals and businesses on a Shelter-In-Place Order. This requires most people to stay home unless they are engaged in certain "Essential Activities", as discussed in detail in the full Health Officer's Order.

On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, further preserving public health and safety throughout the State and requiring individuals to heed the Public Health directives from the State's Department of Public Health.

On April 3, 2020, California Governor Gavin Newsom launched "Project Roomkey" and offered other related funding sources for a variety of programs in an effort to secure thousands of isolation rooms in hotels and motels for extremely vulnerable individuals experiencing homelessness to help "flatten the curve" and preserve hospital capacity. The Federal Emergency Management Agency ("FEMA") approved reimbursement for some Project Roomkey work pursuant to FEMA-4482-DR-CA (COVID-19).

The County of Alameda (the "County") is taking aggressive steps to slow the spread of the COVID-19 virus. At the same time, the County's Health Care Services Agency ("HCSA") is making preparations for the expected increase in the number of affected people in the County and has identified a need to for at least 1,000 hotel/motel rooms for a minimum of three months (terms will vary) to further the health and safety of those populations identified above.

This need arises against the backdrop of sharply dropping hotel/motel occupancy and, in some cases, closure of hotel/motels and furloughed hotel/motel workforces. The County recognizes the importance of the hospitality industry to Alameda County's economy and eventual recovery and would like to structure this public-private partnership as a win-win-win: responsibly addressing the COVID-19 outbreak and the need for housing, providing participating civic-minded hotel/motels with a revenue stream in excess of what the private market can offer during this time, and ensuring work and wages to the County's hotel/motel labor force to the maximum

extent possible. The County also places value on hotels which are agreeable to being acquired however this is not a requirement in contracting.

Populations to be Housed:

County is seeking hotel/motel rooms for the benefit of multiple populations and requires the flexibility in contracting to potentially assign multiple populations to one hotel/motel site, as needed.

In order to qualify for the program individuals must meet the following criteria:

- 1. Individuals experiencing homelessness who are asymptomatic, but are at high risk, such as people over 65 or who have certain underlying health conditions;
- 2. Individuals experiencing homelessness who have been exposed to COVID-19 (as documented by a state or local public health official, or medical health professional) that do not require hospitalization, but need isolation or quarantine;
- 3. Individuals experiencing homelessness who are COVID-19 positive, but who don't need hospitalization. Without these isolation units, their only choice is to return to a congregate shelter setting or back to an encampment both of which would lead to further spread of COVID-19;
- 4. Those who currently reside or would otherwise in congregate settings, such as but not limited to a homeless shelter or skilled nursing facility, with shared bathrooms and kitchens such that isolation is not possible; or
- 5. Essential Workers for workers who have been exposed or are confirmed to have COVID-19 and cannot self-isolate.

These differing populations will require different health protocols, which will be set forth and agreed to in detail prior to any occupancy.

Important Note: The County will not offer an agreement limited to one population or another; each agreement must offer County the flexibility to house all populations in the hotel/motel, subject to appropriate safety protocols.

Response Requested

Interested hotel/motels are invited to provide their response by completing Attachment A – Price Quote Response Form and returning it to Rachel Johnson, Real Property Program Manager, General Services Agency Real Property Management (Rachel Johnson@acgov.org) . Each respondent should structure its response based on the County's terms and conditions described below. Quotes must be firm, however Respondents will not be bound by their offers until the execution of a final agreement with the County. The County reserves the right, in its sole discretions, to reject any and all Responses for any or no reason.

Proposed Transaction Structure

As time is of the essence, individualized contract negotiations with each operator are not possible. County is seeking price quotes for obtaining hotel sites on the following terms:

- 1. <u>Unoccupied Rate.</u> Because an agreement with the County to provide rooms to these populations would necessitate keeping other guests out of the hotel/motel (lost opportunity costs), the County will pay an Unoccupied Room Rate per room per day from the beginning of the agreement until the date such rooms are released back to the hotel/motel per the terms of the agreement. The County would expect this payment to align with recent revenue generation trends over the course of March and April 2020, where occupancy was quite low, to leave hotel/motels no worse off than if they remained open to the current limited market. This is a room rate with no housekeeping services or food provisions.
- 2. Occupied Rate. Once the rooms are occupied by a program participant, the County will pay the per-room fee in place of the Unoccupied Rate, as agreed to by the parties, for rooms which include housekeeping and 3 daily meals provided by the hotel/motel operator and delivered to the outside of the room door. Please note: Housekeeping will be subject to the terms of the California Department of Public Health (CDPH) and California OSHA document "COVID-19 Industry Guidance: Hotels and Lodging", attached hereto and made a part of this RFP. Hotel agreements shall incorporate future versions of this guidance document as further information is released from local, State and Federal partners.
- 3. Extra Meal Rates. One cost provided for delivery of three extra meals per day. This three meal package could be for extra room occupants or for County staff and contractors who will service the site. This price should be reflective of all services, including delivery to the site, of the meals, which should be identical to those being provided to other room occupants.

The Unoccupied Rate will be a per-room charge for the whole hotel/motel. For example, if your site has 30 rooms, this is a daily rate for each room. Hotel/motels will be expected to work with County's on-site providers to reconcile Unoccupied vs. Occupied rooms each day and will invoice once per month, in arrears, based on the actual number of occupied and unoccupied rooms.

For simplicity, and to maximize the benefits to the hotel/motel workforce in the County, County requires, and respondents' price quotes should assume that hotel/motel Occupied Room Blocks would be accompanied by the full suite of hotel/motel products and services, subject to negotiated exceptions regarding linen and food service as further described in "Proposed Terms and Conditions" below, as well as any other negotiated limitations specific to a particular respondent hotel/motel. Specific additions or deletions from the scope of services may be negotiated based on responses, and as part of that negotiation room prices would be adjusted accordingly if changes to the scope affect the underlying cost to deliver the required service.

Proposed Terms and Conditions

Respondents' price quotes should be developed and submitted according to the following conditions:

Transaction term	Description
Term of agreement	Minimum three months from commencement of agreement with a County option to extend the term on a month-to-month basis, subject to early termination.
Unoccupied Rate	A per-room, per-day cost for unoccupied rooms reserved by the County to ensure the entire hotel site is available for its use. Payable on a monthly basis in arrears according to the final price negotiated and agreed to by the parties.

Transaction term	Description
Occupied Rate	A per-room, per-day cost for rooms occupied by County participants which include housekeeping every third day and the provision of three meals per day, delivered to the closed, front door of the room. Payable on a monthly basis in arrears according to the final negotiated price.
Food service	Price quotes for Occupied Rooms should reflect the inclusion of three meals of room service per day for the first person residing in the room along with an average daily supply of toiletries. Each extra meal set for additional room occupants and County staff shall be quoted separately as an "Extra Meal Package".
Linen Service	Hotel/motel staff will be responsible for provision of clean linens every third day, delivered to the closed front door of each room along with regular cleaning and installation of clean linens upon final departure of the room occupant. NOTE: Hotel/motel staff may provide linen cleaning subject to staff agreement and receipt of appropriate training and personal protective equipment, per the guidance of the California Department of Pubic Health and CalOSHA's "COVID-19 INDUSTRY GUIDANCE: Hotels and Lodging" a guidance document provided first on May 6, 2020 and as updated thereafter.
Room Block Termination Protocols Room Cleaning Protocols during Agreement	At the end of the term of the agreement, County will be responsible for cleaning the premises and rooms per the guidance of "COVID-19 INDUSTRY GUIDANCE: Hotels and Lodging" a guidance document provided first on May 6, 2020 and as updated thereafter. Hotel/motel staff will be responsible for room cleaning 48 hours after final departure of any positive room occupant or immediately after other occupants depart. NOTE: Hotel/motel staff may provide room cleaning subject to staff agreement and receipt of appropriate training.
	There will be no daily room cleaning of quarantine guest rooms.
Services provided by the Hotel/motel and the County Room Block Termination Protocols	The hotel owner must provide regular hotel security and must describe that level of security. If the County determines it to be necessary, County may supplement hotel/motel provided security officers to monitor its own operations. Such security will be to ensure the safety of the County's program participants. At the end of the term of the agreement, County will be responsible for cleaning the premises and rooms.
General Terms Services provided by the Hotel/motel and the County	The County would propose to enter this into an agreement with successful bidders using substantially the form using the terms set forth in Attachment B, subject to final negotiation of terms which may be amended or updated occasionally as awareness or protocols increase or as the situation evolves. If the County determines it to be necessary, County may supplement hotel/motel provided security officers to monitor quarantine compliance.

Selection Process

This Request for Price Quote is intended to create a speedy and efficient process for leasing/renting blocks of rooms as the impact of the COVID-19 virus accelerates over the coming days. County will review responses and contact respondents on a rolling basis as it deems appropriate. Respondents will be selected for negotiations based on a number of factors, including but not limited to price, the degree to which the respondent is willing to adhere to all of the County's proposed agreement terms, the speed with which the rooms can be made available, the location or other characteristics of the hotel/motel in relation to the population to be served. No one factor will be dispositive.

Conclusion

County greatly appreciates the willingness of its hotel/motel operators and labor force to collaborate on this critical strategy to combat the spread of COVID-19 and care for those in the County who contract or are exposed to the disease either as part of the essential services workforce or in the general public. It is our hope that this partnership will prove to be a major victory for both the County's health care effort and its economy during this challenging time.