

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

CONTRACT AMENDMENT COVERPAGE

TO: DAYS INN COLUMBIA PIKE	DATE ISSUED:	DECEMBER 14, 2020
3030 COLUMBIA PIKE	CONTRACT NO:	20-520-EPA
ARLINGTON, VA 22204	CONTRACT TITLE:	EMERGENCY SHELTERING AND QUARANTINE QUARTERS

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 20-520-EPA, including any attachments or amendments thereto.

**EFFECTIVE DATE:** JANUARY 25, 2021

**EXPIRES:** JANUARY 31, 2021

**RENEWALS:** MULTIPLE FIFTEEN (15) DAY (MINIMUM) TO SIXTY (60) DAY (MAXIMUM) RENEWALS REMAINING THROUGH DECEMBER 31, 2021

**COMMODITY CODE(S):** 97130

**LIVING WAGE:** N

**ATTACHMENTS:**

AMENDMENT 1

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

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**VENDOR CONTACT:** NIK MODY

**VENDOR TEL. NO.:**

**(917) 697-7764**

**EMAIL ADDRESS:** [NIK@MTELMGMT.COM](mailto:NIK@MTELMGMT.COM)

**COUNTY CONTACT:** COREY TRAVIS, DHS

**COUNTY TEL. NO.:**

**(703) 228-1772**

**COUNTY CONTACT EMAIL:** [CTRAVIS@ARLINGTONVA.US](mailto:CTRAVIS@ARLINGTONVA.US)

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**PURCHASING DIVISION AUTHORIZATION**

**Kaylin Schreiber Title: Procurement Officer Date: 1/15/2020**

**ARLINGTON COUNTY, VIRGINIA**

**AGREEMENT NO. 20-520-EPA  
AMENDMENT NUMBER 1**

This **Amendment Number 1** (“Amendment”) is made on **January 15, 2021** and amends Agreement **Number 20-520-EPA** (“Main Agreement”) dated **December 14, 2020** between **Virginia Hospitality, Inc. d/b/a/ DAYS INN COLUMBIA PIKE** (“Contractor”) and the **County Board of Arlington County, Virginia** (“County”).

The County and the Contractor agree to amend the Main Agreement as follows:

**1. REPLACE PARAGRAPH 4 IN ITS ENTIRETY WITH THE FOLLOWING:**

4. This Agreement shall commence on December 14, 2020 and shall terminate on December 31, 2020 (the “Initial Term”). In the event the County wishes to extend the Initial Term, it may do so as needed for a minimum period of fifteen (15) days and a maximum period of sixty (60) days for each extension period, as approved by authorizing federal and state funding agencies, by providing written Notice via email as required in the “Notice” section of this Agreement (the “Extension Notice”). The Extension Notice must be provided at least five (5) days prior to the expiration of the Initial Term. Any further extension of the Term shall be subject to the mutual agreement of the Parties, but cannot exceed December 31, 2021. Upon termination or expiration of this Agreement, the County will peacefully surrender all units occupied by County Guests in as good order and condition and repair as when received, except for reasonable, ordinary use. The County shall ensure, at no cost to Contractor, that all its employees, County Guests, and invitees have completely vacated the Hotel within twenty-four (24) hours of termination of this Agreement. If the County fails to surrender the occupied rooms to Contractor on the date required per the terms of this Agreement, the County shall pay the Contractor \$1,725 per day of extended occupancy. The County’s liability under this section shall survive the expiration or earlier termination of the Agreement.

**2. EXECUTE ATTACHMENT A, ATTACHMENT B, AND EXHIBIT 2 INCLUDED ON THE FOLLOWING PAGES**

All other terms and conditions of the Main Agreement, as amended shall remain in full force and effect.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

DocuSigned by:  
*Sharon Lewis*  
SIGNED: \_\_\_\_\_  
PRINT NAME: SHARON LEWIS  
TITLE: PURCHASING AGENT  
DATE: 1/25/2021

DAYS INN COLUMBIA PIKE

DocuSigned by:  
*Jayesh Patel*  
SIGNED: \_\_\_\_\_  
PRINT NAME: JAYESH PATEL  
TITLE: VICE PRESIDENT  
DATE: 1/25/2021

**ATTACHMENT A**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

By signing and submitting this Certification, the contractor certifies as follows:

This certification is a material representation of fact relied upon by Arlington County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Arlington County, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while any offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

The contractor certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them or commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the contract award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

virginia hospitality

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Company Name

Jayesh Patel Vice President

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Printed Name & Title of Authorized Representative

DocuSigned by:

Jayesh Patel

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Signature of Authorized Representative

1/25/2021

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Date

I am unable to certify to the above statements. My explanation is attached.

**ATTACHMENT B**

**CERTIFICATION REGARDING LOBBYING PURSUANT APPENDIX A, 44 C.F.R., PART 18**

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Contractor, **Days Inn Columbia Pike**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

DocuSigned by:

  
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Signature of Contractor's Authorized Official

Jayesh Patel

Printed Name of Contractor's Authorized Official

vice President

Title of Contractor's Authorized Official

1/25/2021

Date

**Exhibit 2**  
**NONDISCLOSURE AND DATA SECURITY AGREEMENT**  
**(CONTRACTOR)**

The undersigned, an authorized agent of the Contractor and on behalf of **Days Inn Columbia Pike** (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington **Agreement No. 20-520-EPA** (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County Information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized

persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files. Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program.

Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor.

Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement. It is the intent of this *NonDisclosure and Data Security Agreement* to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

DocuSigned by:  
Authorized Signature: Jayesh Patel  
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Printed Name and Title: Jayesh Patel, Vice President

Date: 1/25/2021