

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of March 18, 2020,  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting on February 4, 2020, by and between SHREE GANESH,  
6 INC., a California corporation ("Contractor"), with a place of business at 802 E. Pacific  
7 Coast Highway, Long Beach, CA 90806, and the CITY OF LONG BEACH, a municipal  
8 corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with providing temporary lodging services for human and social  
11 services programs in the Department of Health and Human Services ("Project"); and

12 WHEREAS, City has selected Contractor in accordance with City's  
13 administrative procedures using Request for Proposals No. HE19-131 for Temporary  
14 Lodging Services ("RFP"), incorporated by this reference as if fully set forth herein, and  
15 City has determined that Contractor and its employees are qualified, licensed, if so  
16 required, and experienced in performing these specialized services; and

17 WHEREAS, City desires to have Contractor perform these specialized  
18 services, and Contractor is willing and able to do so on the terms and conditions in this  
19 Agreement;

20 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
21 conditions in this Agreement, the parties agree as follows:

22 1. SCOPE OF WORK OR SERVICES.

23 A. Contractor shall furnish specialized services more particularly  
24 described in Contractor's Response to RFP, attached hereto as Exhibit "A" and  
25 incorporated by this reference, in accordance with the standards of the profession,  
26 and City shall pay for these services in the manner described below, not to exceed  
27 Three Hundred Fifty Thousand Dollars (\$350,000), at the rates or charges shown in  
28 Exhibit "B".

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B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Contractor shall certify on the invoices that Contractor has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Contractor during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Contractor's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

C. Contractor represents that Contractor has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

D. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should Contractor discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, Contractor must immediately inform the City of that fact and may not proceed except at Contractor's risk until written instructions are received from the City.

1 E. Contractor must adopt reasonable methods during the life of  
2 the Agreement to furnish continuous protection to the work, and the equipment,  
3 materials, papers, documents, plans, studies and other components to prevent  
4 losses or damages, and will be responsible for all damages, to persons or property,  
5 until acceptance of the work by the City, except those losses or damages as may  
6 be caused by the City's own negligence.

7 F. CAUTION: Contractor shall not begin work until this  
8 Agreement has been signed by both parties and until Contractor's evidence of  
9 insurance has been delivered to and approved by City.

10 2. TERM. The term of this Agreement shall commence at midnight on  
11 October 1, 2019, and shall terminate at 11:59 p.m. on September 20, 2020, unless sooner  
12 terminated as provided in this Agreement, or unless the services or the Project is  
13 completed sooner. City shall have the option to extend the term of this Agreement for two  
14 (2) additional one-year periods, at the discretion of City Manager.

15 3. COORDINATION AND ORGANIZATION.

16 A. Contractor shall coordinate its performance with City's  
17 representative, if any, named in Exhibit "C", attached to this Agreement and  
18 incorporated by this reference. Contractor shall advise and inform City's  
19 representative of the work in progress on the Project in sufficient detail so as to  
20 assist City's representative in making presentations and in holding meetings on the  
21 Project. City shall furnish to Contractor information or materials, if any, described in  
22 Exhibit "D", attached to this Agreement and incorporated by this reference, and shall  
23 perform any other tasks described in the Exhibit.

24 B. The parties acknowledge that a substantial inducement to City  
25 for entering this Agreement was and is the reputation and skill of Contractor's key  
26 employee, named in Exhibit "E" attached to this Agreement and incorporated by this  
27 reference. City shall have the right to approve any person proposed by Contractor  
28 to replace that key employee.

1           4.     INDEPENDENT CONTRACTOR.     In performing its services,  
2 Contractor is and shall act as an independent contractor and not an employee,  
3 representative or agent of City. Contractor shall have control of Contractor's work and the  
4 manner in which it is performed. Contractor shall be free to contract for similar services to  
5 be performed for others during this Agreement; provided, however, that Contractor acts in  
6 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
7 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
8 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
9 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
10 the usual and customary rights, benefits or privileges of City employees. Contractor  
11 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
12 shall represent themselves to be employees or agents of City.

13           5.     INSURANCE.

14           A.     As a condition precedent to the effectiveness of this  
15 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
16 duration of this Agreement, from insurance companies that are admitted to write  
17 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
18 Company or from authorized non-admitted insurance companies subject to Section  
19 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
20 by A.M. Best Company, the following insurance:

21           (a) Commercial general liability insurance (equivalent in scope to  
22 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
23 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
24 coverage shall include but not be limited to broad form contractual liability,  
25 cross liability, independent contractors liability, and products and completed  
26 operations liability. City, its boards and commissions, and their officials,  
27 employees and agents shall be named as additional insureds by  
28 endorsement (on City's endorsement form or on an endorsement equivalent

1 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
2 shall contain no special limitations on the scope of protection given to City,  
3 its boards and commissions, and their officials, employees and agents. This  
4 policy shall be endorsed to state that the insurer waives its right of  
5 subrogation against City, its boards and commissions, and their officials,  
6 employees and agents.

7 (b) Workers' Compensation insurance as required by the California  
8 Labor Code and employer's liability insurance in an amount not less than  
9 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
10 its right of subrogation against City, its boards and commissions, and their  
11 officials, employees and agents.

12 (c) Professional liability or errors and omissions insurance in an  
13 amount not less than \$1,000,000 per claim.

14 (d) Commercial automobile liability insurance (equivalent in scope  
15 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
16 amount not less than \$500,000 combined single limit per accident.

17 B. Any self-insurance program, self-insured retention, or  
18 deductible must be separately approved in writing by City's Risk Manager or  
19 designee and shall protect City, its officials, employees and agents in the same  
20 manner and to the same extent as they would have been protected had the policy  
21 or policies not contained retention or deductible provisions.

22 C. Each insurance policy shall be endorsed to state that coverage  
23 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
24 written notice to City, shall be primary and not contributing to any other insurance  
25 or self-insurance maintained by City, and shall be endorsed to state that coverage  
26 maintained by City shall be excess to and shall not contribute to insurance or self-  
27 insurance maintained by Contractor. Contractor shall notify City in writing within five  
28 (5) days after any insurance has been voided by the insurer or cancelled by the

1 insured.

2 D. If this coverage is written on a "claims made" basis, it must  
3 provide for an extended reporting period of not less than one hundred eighty (180)  
4 days, commencing on the date this Agreement expires or is terminated, unless  
5 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
6 continuing coverage for a period of not less than three (3) years, commencing on  
7 the date this Agreement expires or is terminated.

8 E. Contractor shall require that all sub-contractors or contractors  
9 that Contractor uses in the performance of these services maintain insurance in  
10 compliance with this Section unless otherwise agreed in writing by City's Risk  
11 Manager or designee.

12 F. Prior to the start of performance, Contractor shall deliver to City  
13 certificates of insurance and the endorsements for approval as to sufficiency and  
14 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
15 insurance, furnish to City certificates of insurance and endorsements evidencing  
16 renewal of the insurance. City reserves the right to require complete certified copies  
17 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
18 time. Contractor shall make available to City's Risk Manager or designee all books,  
19 records and other information relating to this insurance, during normal business  
20 hours.

21 G. Any modification or waiver of these insurance requirements  
22 shall only be made with the approval of City's Risk Manager or designee. Not more  
23 frequently than once a year, City's Risk Manager or designee may require that  
24 Contractor, Contractor's sub-Contractors and contractors change the amount,  
25 scope or types of coverages required in this Section if, in his or her sole opinion, the  
26 amount, scope or types of coverages are not adequate.

27 H. The procuring or existence of insurance shall not be construed  
28 or deemed as a limitation on liability relating to Contractor's performance or as full

1 performance of or compliance with the indemnification provisions of this Agreement.

2 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
3 contemplates the personal services of Contractor and Contractor's employees, and the  
4 parties acknowledge that a substantial inducement to City for entering this Agreement was  
5 and is the professional reputation and competence of Contractor and Contractor's  
6 employees. Contractor shall not assign its rights or delegate its duties under this  
7 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
8 of City, except that Contractor may with the prior approval of the City Manager of City,  
9 assign any moneys due or to become due Contractor under this Agreement. Any  
10 attempted assignment or delegation shall be void, and any assignee or delegate shall  
11 acquire no right or interest by reason of an attempted assignment or delegation.  
12 Furthermore, Contractor shall not subcontract any portion of its performance without the  
13 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
14 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
15 prevent Contractor from employing as many employees as Contractor deems necessary  
16 for performance of this Agreement.

17 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
18 certifies that, at the time Contractor executes this Agreement and for its duration,  
19 Contractor does not and will not perform services for any other client which would create a  
20 conflict, whether monetary or otherwise, as between the interests of City and the interests  
21 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
22 employees, sub-Contractors and contractors.

23 8. MATERIALS. Contractor shall furnish all labor and supervision,  
24 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
25 necessary to or used in the performance of Contractor's obligations under this Agreement,  
26 except as stated in Exhibit "D".

27 9. OWNERSHIP OF DATA. All materials, information and data  
28 prepared, developed or assembled by Contractor or furnished to Contractor in connection

1 with this Agreement, including but not limited to documents, estimates, calculations,  
2 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
3 models, reports, summaries, drawings, designs, notes, plans, information, material and  
4 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,  
5 and City shall have the unrestricted right to use and disclose the Data in any manner and  
6 for any purpose without payment of further compensation to Contractor. Copies of Data  
7 may be retained by Contractor but Contractor warrants that Data shall not be made  
8 available to any person or entity for use without the prior approval of City. This warranty  
9 shall survive termination of this Agreement for five (5) years.

10           10. TERMINATION. Either party shall have the right to terminate this  
11 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
12 prior notice to the other party. In the event of termination under this Section, City shall pay  
13 Contractor for services satisfactorily performed and costs incurred up to the effective date  
14 of termination for which Contractor has not been previously paid. The procedures for  
15 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
16 termination, Contractor shall deliver to City all Data developed or accumulated in the  
17 performance of this Agreement, whether in draft or final form, or in process. And,  
18 Contractor acknowledges and agrees that City's obligation to make final payment is  
19 conditioned on Contractor's delivery of the Data to City.

20           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
21 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
22 performing its services, during the term of this Agreement and for five (5) years following  
23 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
24 all information, whether written, oral or visual, obtained by any means whatsoever in the  
25 course of performing its services for the same period of time. Contractor shall not disclose  
26 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
27 of others except for the purpose of this Agreement.

28           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a



1 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
2 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
3 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does  
4 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
5 to subpoena or court order.

6           13.    ADDITIONAL SERVICES. The City has the right at any time during  
7 the performance of the services, without invalidating this Agreement, to order extra work  
8 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
9 the work. No extra work may be undertaken unless a written order is first given by the City,  
10 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
11 Any increase in compensation of ten percent (10%) or less of the Agreement Sum; or in  
12 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
13 City Representative. Any greater increases, taken either separately or cumulatively, must  
14 be approved by the City Council. It is expressly understood by Contractor that the  
15 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
16 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
17 the services to be provided pursuant to the RFP may be more costly or time consuming  
18 than Contractor anticipates and that Contractor will not be entitled to additional  
19 compensation for the services set forth in the RFP.

20           14.    RETENTION OF FUNDS. Contractor authorizes the City to deduct  
21 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
22 amounts the payment of which may be in dispute or that are necessary to compensate the  
23 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
24 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
25 performing or failing to perform Contractor's obligations under this Agreement. In the event  
26 that any claim is made by a third party, the amount or validity of which is disputed by  
27 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
28 City may withhold from any payment due, without liability for interest because of the

1 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
2 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
3 indemnify and protect the City as elsewhere provided in this Agreement.

4 15. AMENDMENT. This Agreement, including all Exhibits, shall not be  
5 amended, nor any provision or breach waived, except in writing signed by the parties which  
6 expressly refers to this Agreement.

7 16. LAW. This Agreement shall be construed in accordance with the laws  
8 of the State of California, and the venue for any legal actions brought by any party with  
9 respect to this Agreement shall be the County of Los Angeles, State of California for state  
10 actions and the Central District of California for any federal actions. Contractor shall cause  
11 all work performed in connection with construction of the Project to be performed in  
12 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
13 county or municipal governments or agencies (including, without limitation, all applicable  
14 federal and state labor standards, including the prevailing wage provisions of sections 1770  
15 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire  
16 marshal, health officer, building inspector, or other officer of every governmental agency  
17 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be  
18 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in  
19 conflict with any applicable laws, but the remainder of the Agreement will remain in full  
20 force and effect.

21 17. PREVAILING WAGES.

22 A. Consultant agrees that all public work (as defined in California  
23 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
24 Work"), if any, shall comply with the requirements of California Labor Code sections  
25 1770 *et seq.* City makes no representation or statement that the Project, or any  
26 portion thereof, is or is not a "public work" as defined in California Labor Code  
27 section 1720.

28 B. In all bid specifications, contracts and subcontracts for any

1 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
2 wages and the general prevailing rate for holiday and overtime work in this locality  
3 for each craft, classification or type of worker needed to perform the Public Work,  
4 and shall include such rates in the bid specifications, contract or subcontract. Such  
5 bid specifications, contract or subcontract must contain the following provision: "It  
6 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
7 wages to all workers employed by the contractor in the execution of this contract.  
8 The contractor expressly agrees to comply with the penalty provisions of California  
9 Labor Code section 1775 and the payroll record keeping requirements of California  
10 Labor Code section 1771."

11 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
12 constitutes the entire understanding between the parties and supersedes all other  
13 agreements, oral or written, with respect to the subject matter in this Agreement.

14 19. INDEMNITY.

15 A. Consultant shall indemnify, protect and hold harmless City, its  
16 Boards, Commissions, and their officials, employees and agents ("Indemnified  
17 Parties"), from and against any and all liability, claims, demands, damage, loss,  
18 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
19 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
20 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
21 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
22 any of its obligations contained in this Agreement, including all applicable federal  
23 and state labor requirements including, without limitation, the requirements of  
24 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
25 omissions or misrepresentations committed by Consultant, its officers, employees,  
26 agents, subcontractors, or anyone under Consultant's control, in the performance  
27 of work or services under this Agreement (collectively "Claims" or individually  
28 "Claim").

1           B. In addition to Consultant's duty to indemnify, Consultant shall  
2 have a separate and wholly independent duty to defend Indemnified Parties at  
3 Consultant's expense by legal counsel approved by City, from and against all  
4 Claims, and shall continue this defense until the Claims are resolved, whether by  
5 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
6 breach, or the like on the part of Consultant shall be required for the duty to defend  
7 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
8 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
9 in the defense.

10           C. If a court of competent jurisdiction determines that a Claim was  
11 caused by the sole negligence or willful misconduct of Indemnified Parties,  
12 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
13 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
14 percentage of willful misconduct attributed by the court to the Indemnified Parties.

15           D. The provisions of this Section shall survive the expiration or  
16 termination of this Agreement.

17           20. FORCE MAJEURE. If any party fails to perform its obligations  
18 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
19 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
20 governmental regulations, governmental controls, judicial orders, enemy or hostile  
21 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
22 reasonable control of the party obligated to perform, then that party's performance will be  
23 excused for a period equal to the period of such cause for failure to perform.

24           21. AMBIGUITY. In the event of any conflict or ambiguity between this  
25 Agreement and any Exhibit, the provisions of this Agreement shall govern.

26           22. NONDISCRIMINATION.

27           A. In connection with performance of this Agreement and subject  
28 to applicable rules and regulations, Contractor shall not discriminate against any

1 employee or applicant for employment because of race, religion, national origin,  
2 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
3 disability. Contractor shall ensure that applicants are employed, and that employees  
4 are treated during their employment, without regard to these bases. These actions  
5 shall include, but not be limited to, the following: employment, upgrading, demotion  
6 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
7 or other forms of compensation; and selection for training, including apprenticeship.

8 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
9 accordance with the provisions of the Ordinance, this Agreement is subject to the  
10 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
11 Long Beach Municipal Code, as amended from time to time.

12 A. During the performance of this Agreement, the Consultant  
13 certifies and represents that the Consultant will comply with the EBO. The  
14 Consultant agrees to post the following statement in conspicuous places at its place  
15 of business available to employees and applicants for employment:

16 "During the performance of a contract with the City of Long Beach, the  
17 Consultant will provide equal benefits to employees with spouses and its  
18 employees with domestic partners. Additional information about the City of  
19 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
20 Long Beach Business Services Division at 562-570-6200."

21 B. The failure of the Consultant to comply with the EBO will be  
22 deemed to be a material breach of the Agreement by the City.

23 C. If the Consultant fails to comply with the EBO, the City may  
24 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
25 to become due under the Agreement may be retained by the City. The City may  
26 also pursue any and all other remedies at law or in equity for any breach.

27 D. Failure to comply with the EBO may be used as evidence  
28 against the Consultant in actions taken pursuant to the provisions of Long Beach

1 Municipal Code 2.93 et seq., Contractor Responsibility.

2 E. If the City determines that the Consultant has set up or used its  
3 contracting entity for the purpose of evading the intent of the EBO, the City may  
4 terminate the Agreement on behalf of the City. Violation of this provision may be  
5 used as evidence against the Consultant in actions taken pursuant to the provisions  
6 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

7 24. NOTICES. Any notice or approval required by this Agreement shall  
8 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
9 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
10 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
11 to the City Clerk at the same address. Notice of change of address shall be given in the  
12 same manner as stated for other notices. Notice shall be deemed given on the date  
13 deposited in the mail or on the date personal delivery is made, whichever occurs first.

14 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
15 that Contractor has not employed or retained any entity or person to solicit or obtain this  
16 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
17 commission or other monies based on or from the award of this Agreement. If Contractor  
18 breaches this warranty, City shall have the right to terminate this Agreement immediately  
19 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
20 due under this Agreement or otherwise recover the full amount of the fee, commission or  
21 other monies.

22 26. WAIVER. The acceptance of any services or the payment of any  
23 money by City shall not operate as a waiver of any provision of this Agreement or of any  
24 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
25 Agreement shall not constitute a waiver of any other or subsequent breach of this  
26 Agreement.

27 27. CONTINUATION. Termination or expiration of this Agreement shall  
28 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,

1 18, 21 and 28 prior to termination or expiration of this Agreement.

2 28. TAX REPORTING. As required by federal and state law, City is  
3 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.  
4 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
5 from payments under this Agreement. Contractor shall submit Contractor's Employer  
6 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
7 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
8 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
9 Contractor provides one of these numbers.

10 29. ADVERTISING. Contractor shall not use the name of City, its officials  
11 or employees in any advertising or solicitation for business or as a reference, without the  
12 prior approval of the City Manager or designee.

13 30. AUDIT. City shall have the right at all reasonable times during the  
14 term of this Agreement and for a period of five (5) years after termination or expiration of  
15 this Agreement to examine, audit, inspect, review, extract information from and copy all  
16 books, records, accounts and other documents of Contractor relating to this Agreement.

17 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
18 designed to or entered for the purpose of creating any benefit or right for any person or  
19 entity of any kind that is not a party to this Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SHREE GANESH, INC., a California corporation

3-24-20, 2020

By [Signature]  
Name SHREE GANESH PATEL  
Title President

\_\_\_\_\_, 2020

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 30, 2020

By Rebecca L. Garner

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

"City"

This Agreement is approved as to form on March 25, 2020.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4511



# EXHIBIT "A"



City of Long Beach  
 Purchasing Division  
 411 West Ocean Boulevard, 6<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number HE19-131**  
 For  
**Temporary Lodging Services**

<b>Release Date:</b>	<b>09/16/19</b>
<b>Questions Due to the City:</b>	<b>09/23/19</b>
<b>Posting of the Q &amp; A:</b>	<b>09/30/19</b>
<b>Due Date:</b>	<b>10/07/19</b>

**City Contact:** *Tommy Ryan* **Buyer** **562-570-5664**

**See Section 4 for instructions on submitting proposals.**

**Company Name** SHREE GANESH INC **Contact Person** YOGESH PATEL  
**Address** 802 E. PCH **City** LONG BEACH **State** CA **Zip** 90806  
**Telephone ( 562 )** 519-1578 **Fax ( )**                      **Federal Tax ID No.**                       
**E-mail:** YOGI23OK@YAHOO.COM

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. **Date** 9/21/19

**Signed** 

**Print Name & Title** YOGESH PATEL, OWNER

Rev 2016 0919



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Purchasing Division  
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- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE REQUIREMENTS



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Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
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## 1. OVERVIEW OF PROJECT

The City of Long Beach (City), Department of Health and Human Services (Department), is seeking multiple hotels and motels to provide temporary shelter for individuals and families experiencing homelessness within the City.

## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Contractor</b>	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Department of Health and Human Services: <ul style="list-style-type: none"><li>• Bureau of Human Services, Homeless Services Division; and/or</li><li>• Bureau of Physician Services, Tuberculosis Program.</li></ul>
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended, but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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### **3. SCOPE OF PROJECT**

The City of Long Beach, Department of Health and Human Services (DHHS) is seeking multiple Long Beach based hotels and motels to temporarily lodge residents in need of short term placement. DHHS programs are grant-funded and lodging services are a critical support to populations served under these grants. The special needs populations served in these programs include individuals and families experiencing homelessness, at-risk families, at-risk youth, and individuals being treated for Tuberculosis (TB), all of which require low barrier lodging to bridge their service needs. The DHHS has two specific programs that will coordinate independently with the selected vendor(s): Homeless Services Division under the Human Services Bureau and the Tuberculosis Program under the Physician Services Bureau.

3.1 The City of Long Beach, Homeless Services Division (HSD), is seeking to work with one or more lodging vendors to provide temporary shelter for individuals and families experiencing homelessness. Vendors must meet threshold requirements set forth in the following:

- Be handicap accessible and must meet ADA regulations;
- Meet all health and safety code regulations;
- Provide adequate accommodations that meet hygiene and cleanliness industry standards;
- Provide shelter services to individuals and families regardless of age, race, religion, culture, gender or disability status;
- Have motel staff that are available onsite 24-hours a day;
- Provide onsite security 24-hours a day;
- Demonstrate a comprehensive pest control plan;
- Demonstrate the ability to complete monthly billing requirements;
- Demonstrate the ability to uphold contractual agreements such as honoring an issued voucher for the motel dates and location as indicated; and
- Demonstrate that the business is viable and in good standing by state, county and/or local licensing agencies, is proactive in maintaining a crime free, and safe environment.
- Provide lodging for referred program participants regardless of actual or perceived race, color, religion, national origin, age, gender identity, pregnancy, citizenship, familial status, household composition, disability, Veteran status, sexual orientation or forensic background;
- Provide lodging for special needs populations including households experiencing chronic homelessness, veterans, families, youth, seniors, disabled and specialized provisions for those fleeing domestic violence;
- Possess a willingness to accept referrals for households who may not have identification or meet standard age requirements;
- Be located near City bus lines, local amenities (food establishments, markets, laundry facilities);



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- Maintain access to technology programs that can support electronic voucher referrals for lodging referrals;
- Demonstrate the ability to uphold contractual agreements such as honoring an issued voucher for the motel dates and location as indicated;
- Be available to accept referrals 24/7;
- Set aside rooms up to 3pm daily for priority placement of lodging referrals; and
- Demonstrate experience working with multiple needs populations.

Payment of services will be transacted through a reimbursement process. Invoices shall submit documentation of a minimum of monthly pest control treatment.

HSD staff will conduct monthly site visits at the discretion of the City to ensure that the above threshold requirements are consistently met on an ongoing basis.

- 3.2 The City of Long Beach, Physician Services Bureau, Tuberculosis (TB) Program, is seeking to work with one or more lodging vendors to provide temporary shelter for homeless individuals with TB disease who are low-risk for contagiousness but are in need of daily supervised medication delivery. Voucher recipients are not estimated to pose any health risks to owners/staff of the vendor hotel/motel, as they will be receiving medical treatment preventing transmission of their TB disease. The City TB Program will provide vouchers to homeless TB patients for the duration of their treatment period, and TB Program staff will conduct daily to weekly site visits to deliver TB medications. Special consideration will be given to lodging sites that have in-room kitchenette facilities.

#### 4. SUBMITTAL INSTRUCTIONS

- 4.1 For questions regarding this RFP, submit all inquiries via email to [rfppurchasing@longbeach.gov](mailto:rfppurchasing@longbeach.gov) by 11:00 AM on 09/23/19. Responses to the questions will be posted on the City's website [longbeach.gov/purchasing](http://longbeach.gov/purchasing) under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

- 4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.



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#### 4.2 RFP Timeline (times indicated are Pacific Time)

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	09/23/19 by 11:00 AM
Answers to all questions submitted available	09/30/19 by 11:00 AM
Deadline for submission of proposals	10/07/19 by 11:00 AM

**NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.**

#### 4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

Technical support is available by phone at (818) 992-1771. A list of Frequently Asked Questions is also available by clicking on the red question mark icon for Support, located at the top-right corner once "Place eBid" has been selected and all terms and addenda have been acknowledged, as well as at the top-right corner of the "Bid Opportunities" tab.

- 4.4 **Proposals must be received by 11:00 AM (PST) on 10/07/19.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.



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- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together**.





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**4.11 A responsive proposal will include the following completed documents:**

- Narrative/technical Proposal
- Cost Proposal
- Signed RFP Cover Sheet. Notarization (if required)
- Attachment A – Compliance with the Terms and Conditions of the RFP, signed with any exceptions noted
- Attachment C – Statement of Non-Collusion, signed and dated
- Attachment D – Debarment, Suspension, Ineligibility and Voluntary Exclusion Certificate, signed and dated
- Attachment E – Consultant's W-9
- Attachment F – Secretary of State Registration. Consultants must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Consultant has already filed, it may be uploaded as a general attachment.
- Attachment G – Equal Benefits Ordinance (EBO), signed and dated form AND questionnaire
- Addenda (if applicable) – Signed and dated
- Financial Stability – See Section 9.1

**5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Financial stability;
  - 5.1.5 Conformance with the terms of this RFP; and
  - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.



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- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## 6. **PROTEST PROCEDURES**

### 6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### 6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must



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refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

#### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

#### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

### 7. **PROJECT SPECIFICATIONS**

Temporary lodging services will include:

- Availability of lodging of at least five (5) rooms at a time for 1 week;
- Availability of extensions to reservations; and
- Availability of early check-in and late check-out.

See "Section 3. Scope of Project" for geographic boundaries, threshold requirements, and special considerations.

### 8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.



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## 9. COMPANY BACKGROUND AND REFERENCES

### 9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. **Specify the number of full time and part-time employees residing in Long Beach.**
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- **Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability.** These statements may include, but are not limited to:
  - a) Financial Statement or Annual Report;
  - b) Business tax return;
  - c) Statement of income and related earnings;
  - d) Statement of Changes in financial position;
  - e) Letter from the proposer's banking institution;
  - f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

## **9. COMPANY BACKGROUND AND REFERENCES**

### **9.1 Primary Contractor Information**

- **Company Ownership.**
  - **Shree Ganesh, Inc. is incorporated in California since 1999 with Yogesh Patel as 100% owner.**
- **Location of Company offices**
  - **802 E. Pacific Coast Highway,  
Long Beach, CA 90806**
- **Location(s) from which employees will be assigned.**
  - **Colonial Motel  
802 E. Pacific Coast Highway,  
Long Beach, CA 90806**
  - **Coast Motel  
2520 E. Pacific Coast Highway,  
Long Beach, CA 90804**
- **Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.**
  - **Yogesh Patel (562) 519-1578  
802 E. Pacific Coast Highway,  
Long Beach, CA 90806**

- Company background/history and why Contractor is qualified to provide the services described in this RFP
  - Shree Ganesh, Inc. is an existing Vendor and has been providing like in kind services as described in this RFP for the past 15 years. Yogesh Patel has been providing these services at this location since 1981 and owning this business since 1999.
  
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
  - Shree Ganesh has been providing services described in this RFP for the past 20 years. Agencies we service include:
    - Mental Health Association of Los Angeles,
    - RedCross of America, Long Beach,
    - Long Beach Rescue Mission
    - Family Solution Center, Los Angeles
    - Catholic Charities
    - Disabled Resources Center

- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
  - Yogesh Patel has been providing lodging services at Colonial Motel since 1981. He graduated from Cal State Long Beach in 1997 with a degree in Business Administration. Since 1999 he has expanded the locations and services offered.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability.
  - To be provided if awarded contract, upon request.

## 9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No  Initials YP

### 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

1. Client name: Disabled Resources Center

- Project description: Emergency Housing Program in which the program offers emergency motel vouchers to help those in need such as families with children, disabled and veterans.
- Project dates (starting and ending); 2014-Present
- Staff assigned to reference engagement that will be designated for work per this RFP; Yogesh Patel
- Client project manager:  
Mario Rodriguez (562) 427-1000 x 114  
Housing Coordinator - Equipment Operations Manager  
mrodriguez@drcinc.org

2. Client name: Catholic Charities of Los Angeles, Inc

- Project description: Temporary shelter for homeless persons and families
- Project dates (starting and ending); 2009-Present
- Staff assigned to reference engagement that will be designated for work per this RFP; Yogesh Patel
- Client project manager:  
Veronique Johnson (213) 251-3436  
Programs Director



3. Client name: Mental Health America of Los Angeles
- Project description: House members in need of Temporary, Emergency shelter.
  - Project dates (starting and ending); 1999-Present
  - Staff assigned to reference engagement that will be designated for work per this RFP; Yogesh Patel
  - Client project manager:  
Mark Ruckdaeschel (562) 285-1330  
Director of Contracts Administration

4. Client name: Harbour Interfaith
- Project description: Temporary shelter for homeless persons and families
  - Project dates (starting and ending); 2014-Present
  - Staff assigned to reference engagement that will be designated for work per this RFP; Yogesh Patel
  - Client project manager:  
Sharon Steward (310) 831-0589 x 237  
Programs Director

5. Client name: Family Solutions Center
- Project description: Temporary shelter for homeless persons and families
  - Project dates (starting and ending); 2014-Present
  - Staff assigned to reference engagement that will be designated for work per this RFP; Yogesh Patel
  - Client project manager:  
Andrew Hyvonen (310) 831-0589 x 237  
Hub Coordinator

9.4 Colonial Motel: Business License #BU20009490  
Coast Motel: Business License #BU21132440



September 25, 2019

Purchasing Department  
City of Long Beach  
411 W Ocean  
Long Beach, CA. 90813

Dear City of Long Beach Purchasing Department

Mental Health America of Los Angeles (MHALA) has a long standing relationship with Yogesh Patel and the Colonial Motel, located at 802 East Pacific Coast Hwy, Long Beach, CA. 90813. As you may be aware, MHALA has a number of contracts with the City of Long Beach to provide housing services to homeless Long Beach community members. MHALA also has contracts with DHS and DMH to serve homeless members. Across our programs, we have housed members in need of temporary, emergency housing at the Colonial Hotel.

Mr. Patel has been a reliable partner in our efforts to combat homelessness and understands the unique challenges that homeless members face. We have appreciated his willingness to work with us and our members.

Sincerely

A handwritten signature in black ink, appearing to read "Mark Ruckdaeschel".

Mark Ruckdaeschel  
Director of Contracts Administration

200 Pine Ave • Suite 400 • Long Beach, CA 90802 • P: 562.285.1330 • F: 562.263.3395 • [www.mhala.org](http://www.mhala.org)

**MHA Programs:**  
MHA Village  
Antelope Valley Services  
Transition Age Youth Programs  
Homeless Assistance Programs

Advocacy  
Wellness and Discovery Centers  
Supportive Services for Veteran Families

**A United Way Partner**  
Mental Health First Aid  
Workforce Development  
Training and Consulting  
Milestones of Recovery Scale (MORS)



Catholic  
Charities  
of Los Angeles, Inc.

Ph. 213.251.3436  
Fax 562.591.2481

Veronique Johnson, Programs Director I  
Catholic Charities of Los Angeles, Inc-San Pedro Region  
123 E.14<sup>th</sup> Street  
Long Beach, CA 90813  
September 23, 2019

Yogesh Patel  
Manager  
Colonial Motel  
802 E. Pacific Coast Hwy  
Long Beach, CA 90806

Dear Yogesh Patel:

CCLA has utilized Yogesh Patel motel sites as temporary shelter for homeless persons and families for more than ten years. Yogesh Patel is one of our preferred Overnight Motel Vendors we work with to provide emergency motel stay to individuals experiencing homeless. Yogi Patel has provided our patrons with affordable motel lodgings for various lengths of times stays 1 night, 30 days and 90 days at his Colonial, Coast motel sites.

We have not had any issues with this vendor and we appreciate the partnership we have with him.

If you would like additional information about Yogesh Patel, you can telephone me at

(213) 251-3436 or [vjohnson@ccharities.org](mailto:vjohnson@ccharities.org)

Sincerely ,

*Veronique Johnson*

Veronique Johnson, Programs Director I- San Pedro Region

9/19/2019

To Whom It May Concern;

This is a letter of recommendation From Disabled Resources Center, Inc., located in the City of Long Beach, California. Our agency is an Independent Living Center, part of 28 in the State of California. Our mission statement is to empower people with disabilities to live independent in the community, to make their own decisions about their lives and to advocate on their own behalf.

For the past years our agency has been doing business with Colonial Motel, located at 802 East Pacific Coast Hwy Long Beach, CA 90813. Our agency offers information and referrals as well as onsite programs and services. One of those programs is emergency housing in which the program offers emergency motel vouchers to help those in need such as families with children, disabled and veterans. Colonial motel has played a tremendous rolled by collaboration and helping its hotel rooms to temporary house those in need. Colonial Motel has accessible rooms, which makes it easy to our disabled community to be accommodated.

Our agency has been pleased with the professional services and attitude Colonial Motel treats our clients, always looking to go the extra mile to collaborate and to learn how to better serve those in need.

Sincerely,

Mario Rodriguez, Housing Coordinator - Equipment Operations Manager

mrodriguez@drcinc.org



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Purchasing Division  
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Long Beach, CA 90802

## 9.2 Subcontractor Information

### 9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

## 9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

## 9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license



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application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).



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**11. BONDS**

Not applicable.

**12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process shall be funded in whole or in part from grants awarded under Homeless Services Division and Tuberculosis Program. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

- 12.1 Order of Precedence - In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
- 12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).



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- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database ([www.sam.gov](http://www.sam.gov)).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).





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- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement - The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement:  
"This document was prepared under a grant from FEMA's Grant Programs



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Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).

12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

### **13. TERMS, CONDITIONS AND EXCEPTIONS**

13.1 This contract will be for a period of 24 months with three annual renewal options at the discretion of the City. The contract term will not exceed 48 months.

13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.

13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.

13.4 The City reserves the right to reject any or all proposals received prior to contract award.

13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.

13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.

13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract



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language. The omission of these documents may render a proposal non-responsive.

- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that



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the subcontractor has read and will agree to abide by the awarded Contractor's obligations.

- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the



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awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 *et seq.*, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.



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In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

# EXHIBIT "B"



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**10. COST**

Proposers shall complete the room rate schedule below. Proposers should also attach any terms and conditions that may apply, (including documentation that fully describes all rates and charges, check-in and check-out times, and hotel/motel policies.) Prices should include any applicable taxes.

Description of Room	Total # of Rooms on Property	Max. Occupancy	Price: Daily	Price: Full Week	In-Room Kitchenette ?
<i>EXAMPLE 1:</i> 1 King bed.	2	2	\$59	\$360	Yes
<i>EXAMPLE 2:</i> 2 Queen beds, with mini-fridge.	4	4	\$65	\$395	No
King Bed (Only Available at Coast Motel)	18	2	\$90	\$630	No
Queen Bed (Available at Coast & Colonial)	47	2	\$90	\$630	No
2 Full beds (Available at Coast & Colonial)	16	4	\$100	\$700	No
2 Full beds w/ Kitchen (Only Available at Colonial)	3	4	\$125	\$875	Yes
Queen Bed Handicap Accesible Room 3 Rooms at Colonial Motel, 1 Room at Coast Motel	4	2	\$90	\$630	No
Additional Folding Mattress Pad Available for all room types (For floor use \$10/day)					

On the lines below, list the standard amenities found in ALL rooms offered, and included in the price. For example, "Coffee maker, iron, ice machine in the hall."

1. FREE CONTINENTAL BREAKFAST EVERY DAY                      FREE LOCAL NEWSPAPER

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2. REFRIGERATOR AND MICROWAVE, A/C & HEAT, FLAT SCREEN TV(CABLE & HBO)

---

3. CHECK IN: 2PM    CHECK OUT: 11:AM.    EARLY CHECK IN & LATE CHECKOUT ON AVAILABILITY.

---

4. POOL & SPA (Available at Colonial Motel)

---

5. FREE PARKING.

---

6. FREE LIMITED COMPUTER USE FOR GUESTS

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7. ATM IN LOBBY(COAST AND COLONIAL) AND ICE MACHINE IN HALL AT COLONIAL





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Please specify availability, and cost (if any) of the room features and facility amenities listed below. Indicate "Additional Daily Price" only if there is a charge above and beyond the normal room charge, and do not include any applicable taxes. Explain any restrictions or features under "Notes."

Description	Available? Y/N	Additional Daily Price	Notes
Smoking Rooms	Y	N	
Smoking Area	Y	N	
Cots / Crib	N		
Rooms Allowing Pets (specify pets allowed)	Y	Y	\$5.00 PER DAY
In-Room Features: Refrigerator, Microwave, Hot plate, Safe (circle all that apply)			
Breakfast (indicate hours in "Notes")	Y	N	7:00AM - 10:00AM
Pool (seasonal, heated, etc.)	Y	N	AVAILABLE AT COLONIAL MOTEL LOCATION
Elevator	N/A		
In-Room or Central Heating and Air Conditioning	Y	N	IN-ROOM A/C & HEAT UNIT
Parking	Y	N	
Space for other features and options.			
Folding Mattress Pad (For floor use)	Y	Y	\$10 PER DAY

# EXHIBIT "C"

City's Representative:

Erica Valencia-Adachi, Interim Special Projects  
Officer

(562) 570-4017

# **EXHIBIT “D”**

**Materials/Information Furnished: None**

# **EXHIBIT “E”**

**Consultant’s Key Employee(s):**

**Yogesh Patel, Owner**