

AGREEMENT

36305

THIS AGREEMENT is made and entered, in duplicate, as of May 31, 2022, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 3, 2022, by and between SHREE GANESH, INC., a California corporation ("Contractor"), with a place of business at 802 E. Pacific Coast Highway, Long Beach, CA 90806, and the CITY OF LONG BEACH, a municipal corporation ("City").

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

WHEREAS, City has selected Contractor in accordance with City's administrative procedures using Request for Proposals No. HE21-089 for Temporary Lodging Services ("RFP"), incorporated by this reference as if fully set forth herein, and City has determined that Contractor and its employees are qualified, licensed, if so required, and experienced in performing these specialized services; and

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

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish specialized services more particularly described in Contractor's Response to RFP, attached hereto as Exhibit "A" and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Million Seven Hundred Forty-Seven Thousand Two Hundred Dollars (\$1,747,200), at the rates or charges shown in Exhibit "B".

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

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

17 D. By executing this Agreement, Contractor warrants that  
18 Contractor (a) has thoroughly investigated and considered the scope of services to  
19 be performed, (b) has carefully considered how the services should be performed,  
20 and (c) fully understands the facilities, difficulties and restrictions attending  
21 performance of the services under this Agreement. If the services involve work upon  
22 any site, Contractor warrants that Contractor has or will investigate the site and is  
23 or will be fully acquainted with the conditions there existing, prior to commencement  
24 of services set forth in this Agreement. Should Contractor discover any latent or  
25 unknown conditions that will materially affect the performance of the services set  
26 forth in this Agreement, Contractor must immediately inform the City of that fact and  
27 may not proceed except at Contractor's risk until written instructions are received  
28 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 June 1, 2022, and shall terminate at 11:59 p.m. on May 31, 2023, unless sooner terminated  
12 as provided in this Agreement, or unless the services or the Project is completed sooner.  
13 City shall have the option to extend the term of this Agreement for one (1) additional one-  
14 year period, 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,

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

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

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

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

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

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

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

6/7/22, 2022

By [Signature]  
Name YOGESH PATEL  
Title President

\_\_\_\_\_, 2022

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

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

June 29, 2022

By Binda F. Jahn  
City Manager

"City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on June 24th, 2022.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy



# EXHIBIT “A”

## 9. COMPANY BACKGROUND & REFERENCES

### 9.1 Primary Contractor Information

Contractor	Shree Ganesh, Inc.
Ownership:	Yogesh Patel. Incorporated in State of California on 12/20/1999
Location of offices:	802 E. Pacific Coast Highway, Long Beach, CA 90806
Employees:	4 Full Time 2 Part Time. Residing in Long Beach.
Point of Contact:	Yogesh Patel, 802 E. PCH Long Beach CA 90806 562-519-1578
	Shree Ganesh, Inc has been successfully providing Public and Private Sector Temporary Lodging Services in the City of Long Beach for the past 20+ Years. We have provided services to the private sector as well as public agencies such as: Mental Health Association of Los Angeles, Disabled Resources Center (Long Beach), Catholic Charity(Long Beach), Harbour Interfaith (San Pedro), PATH (Los Angeles), Long Beach Rescue Mission, New Image, and many more.

### 9.2 Sub Contractors

Does this proposal include the use of subcontractors? No. X Y/P

### 9.3 References

1.	Client name: Disabled Resource Center Project description: House members in need of Temporary, Emergency shelter. Project dates (starting and ending); 1999-Present Client Contact: Mario Rodriguez (562) 895-8834. Director mrodriguez@drcinc.org
2.	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 Client Contact: Laurie Ramey (562) 216-3601. Director of Contracts Administration
3	Client name: Harbour Interfaith Project description: Temporary shelter for homeless persons and families Project dates (starting and ending); 2014-Present Client Contact: Sharon Steward (310) 831-0589 x 237Programs Director
4	Client name: Family Solutions Center (PATH) Project description: Temporary shelter for homeless persons and families Project dates (starting and ending); 2014-Present Client project manager: Andrew Hyvonen (310) 831-0589 x 237. Hub Coordinator
5	Client name: Catholic Charity Project description: Temporary shelter for homeless persons and families Project dates (starting and ending); 2011-Present Client project manager: Veronica (VJ) (562) 514-1069. Director

### 9.4 Business License

Business License	Business License #BU20009490
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Shree Ganesh, Inc. (Colonial Motel) 802 E. PCH Long Beach, Ca 90806 (562)519-1578

# YOGESH PATEL

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562-519-1578

[yogi23ok@yahoo.com](mailto:yogi23ok@yahoo.com)



Long Beach, CA 90815

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## PROFILE

Yogesh has been managing and operating temporary lodging facilities in Long Beach since 1981.

## EXPERIENCE

### **Manager, Colonial Motel. Long Beach, CA — 1981-1999**

Began as manager of Colonial in 1981. Exceeded Operational Goals and occupancy targets leading to a successful sale of the property. Continued to serve as Manager under new ownership until 1999 when presented with opportunity to purchase Colonial Motel.

### **Owner/Manager, Colonial Motel. Long Beach, CA — 1999-Present**

Took over ownership of Colonial Motel in December of 1999. Renovated and improved the property and have continued to provide consistent friendly service to my customers of over 40 years and new customers alike.

### **Coast Motel, Long Beach, CA — 2011-Present**

Purchased Coast Motel in 2011. Renovated and improved the property. Implemented a 24/7 staff that improved occupancy and client amenities.

### **Pine Ave Inn, Long Beach, CA — 2019-Present**

Purchased Pine Ave Inn in 2019. Renovated and improved the property. Implemented a 24/7 staff that improved occupancy and client amenities.

### **HOTEL MAI (DTLB Const. Mgmt), Long Beach, CA — 2018-Present**

Purchased RDA Land in Downtown Long Beach. Worked along city to create a feasible ground up new construction plan for a 48 room boutique hotel property in Downtown Long Beach. Hotel Mai is still in the final stages of construction. Projected to open 2022

## EDUCATION

**California State University, Long Beach, CA — Business Admin, Management B.S. 1999**

## SKILLS

Proficient in Hospitality Management, Accounting.



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 HE21-089 (REBID)**  
**For**  
**Temporary Lodging Services**

Release Date:	October 21, 2021
Questions Due to the City:	November 2, 2021
Posting of the Q & A:	November 11, 2021
Due Date:	November 23, 2021

*City Contact:* Ahmed Ali *Buyer* 562-570-6123

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

Company Name Shree Ganesh Inc Contact Person Yogesh Patel  
Address 802 E. Pacific Coast Highway 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 11/15/2021

Signed 

Print Name & Title Yogesh Patel, Owner.

Rev 2016 0919

To Whom It May Concern,

This is a letter of recommendation from PATH's Family Solutions Center, a homeless services program in Los Angeles, California. Our program provides crisis housing and permanent housing services to families experiencing homelessness in the Los Angeles area.

Our agency has worked with the Colonial Motel and Coast Motel in Long Beach for the past 6 years. Coast and Colonial Motels have provided accessible and affordable motel rooms for families in need of crisis housing when family shelters are at capacity. PATH case managers provide services on site to help families connect with necessary services and find permanent housing.

Coast and Colonial Motel communicate with our program regularly, treat our families with dignity, and have a patient understanding for the population we serve. Coast and Colonial Motels have been excellent partners in our efforts to end homelessness in Los Angeles County.

Sincerely,

A handwritten signature in black ink, appearing to be 'TS' or 'Tiffany Shirley', written in a cursive style.

Tiffany Shirley, Director of Family Services, PATH

# MHALA

Mental Health America of Los Angeles

November 9, 2021

Colonial Motel

802 E. Pacific Coast Hwy.

Long Beach, CA 90806

This is a letter of recommendation for the Colonial Motel. Mental Health America of Los Angeles (MHALA) has a long standing relationship with the Colonial Motel which has been an invaluable resource for our agency. MHALA has been utilizing this motel for crisis, temporary, and transitional housing for over 20 years. Our staff work closely with Yogi Patel to temporarily house some of our most vulnerable clients and get them ready to move to more permanent housing resources. Yogi is responsive, makes himself available after hours, and cooperates/collaborates with our staff as needed. He is also willing to accept pets and accommodates the special needs of our population. His services and support during the pandemic was essential. He demonstrated a willingness to assist when other organization closed their doors and refused to accept our clients due to fear of COVID-19. Our agency is looking forward to continuing this relationship and working together to get as many of our homeless neighbors off of the street as possible.

Respectfully,



Laurie Ramey

Senior Director of Outreach & Street Medicine

Homeless Outreach Program (HOP/E6)- SPA 8

Mental Health America of Los Angeles (MHALA)

# MHALA

*Mental Health America of Los Angeles*

## **Laurie Ramey**

*Senior Director of Outreach  
and Street Based Medicine*

### **Homeless Outreach and**

### **Street Based Medicine (E6)**

5555 E. Stearns Street, Suite 107-126

Long Beach, CA 90815

[www.mhala.org](http://www.mhala.org)

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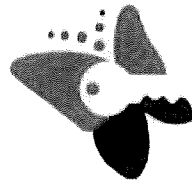
### **Info/Referral:**

[www.la-hop.org](http://www.la-hop.org)

Cell: 562.216.3601

Fax: 562.317.3047

[lramey@mhala.org](mailto:lramey@mhala.org)



**DRC: Disabled Resources Center**  
*The Key to Independence*

11/9/2021

To Whom It May Concern.

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

For the past 20 years, our agency has been doing business with Colonial Motel, Coast Motel, and Pine Inn Motel, in the City of Long Beach. 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, the disabled, and veterans. Colonial, Coast, and Pine Motels have played a tremendous role by collaborating and helping us log our consumers in their hotel rooms to temporarily house our consumers in need. Colonial, Coast, and Pine Motels have accessible rooms, which make it easier to accommodate our consumers.

Our agency has been pleased with the professional services and attitude Colonial, Coast, and Pine Motels treat our clients, and always looking to go the extra mile to collaborate and to learn how to better serve our disabled community.

Sincerely,

*Mario Rodriguez*

Mario Rodriguez, Assistant Director

[mrodriguez@drcinc.org](mailto:mrodriguez@drcinc.org)





**DRC: Disabled Resources Center, Inc.**  
*The Key to Independence*

**MARIO RODRIGUEZ**  
**ASSISTANT DIRECTOR**

**2750 E. SPRING STREET STE. # 100**

**LONG BEACH, CA 90806**

**562-427-1000 EXT. 114**

**Fax: 562.427.2027**

**mrodriguez@drcinc.org • [www.drcinc.org](http://www.drcinc.org)**

**CFILC**

California  
Foundation for  
Independent Living & Change



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", is written over a horizontal line.

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)

**SPA 8 CES FAMILIES**

599 W 9<sup>th</sup> Street  
San Pedro, CA 90731  
(310) 831-0589

Date: 11/16/2021

Dear City of Long Beach,

This letter will serve as confirmation that Harbor Interfaith Services has worked with Yogesh Patel, owner of the Colonial Motel and Coast Motel for more than five years. Our agency utilizes his motels for our participants that are in need of temporary shelter. Mr. Patel is always accommodating and available to serve our needs when requested

If you have any questions, please feel free to call me at (310) 831-0589 Ext. 237.

Sincerely,

A handwritten signature in black ink, appearing to be 'Sharon Stewart', with a long horizontal flourish extending to the right.

Sharon Stewart  
Regional Coordinator  
SPA 8 CES Families



City of Long Beach

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Department of Financial Management  
Purchasing Division  
411 W Ocean Blvd. 6<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

November 11, 2021

NOTICE TO PROPOSERS

ADDENDUM NO. 1:

**RFP HE21-089 (REBID)  
Temporary Lodging Services**

**This addendum changes and supersedes the language in the original ITB.** Please acknowledge receipt of this addendum by signing and submitting with your proposals. Any proposer who fails to submit this addendum may be disqualified.

**The questions and answers are as follows:**

**1. Q: What type of people will this contract entail?**

A: This proposal is for families experiencing Homelessness and or Homeless and in need of receiving medical services.

**2. Q: Will we have to block all our allotment or is it up to us how many rooms we can have for the homeless?**

A: You choose how many rooms you will have available for the program, however we require a minimum of 5 rooms be available per week.

**3. Q: Will we be able to execute the contract anytime if we're interested?**

A: No, you will be required to sign the contract by the due date if you would like to participate. The department will reach out when the services is needed.

**4. Q: Will there be damages paid for if guest ad made damages?**

A: You will need to list your damages charges when you submit the RFP document.

**5. Q: How much would it be per night in this program?**


Addendum #1 – RFP HE21-089(REBID)

A: This is for you to decide and provide the amounts on the cost file.

6. Q: Will we be able to remove the guest anytime if rules are not followed?

A: Any issue with guest need to be reported immediately to City Staff.

PREPARED BY: Ahmed Ali, Administrative Analyst I

ACKNOWLEDGED BY: Shree Ganesh Inc.  
Company Name  
YOGESH PATEL owner  
Print Name Title  
 11/15/21  
Signature Date

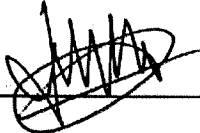


City of Long Beach  
Purchasing Division  
411 West Ocean Boulevard, 6<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment A

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

SIGNATURE  11/15/21 YOGESH PATEL

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

#### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)



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

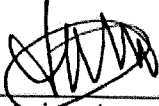
## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

 11/15/21  
\_\_\_\_\_  
Authorized signature and date

Yogesh Patel, Owner.  
\_\_\_\_\_  
Print Name & Title



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

## Attachment D

### Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

*Please read Acceptance of Certification and Instructions for Certification before completing*

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Shree Ganesh, Inc.

Business/Contractor/Agency

Yogesh Patel

Name of Authorized Representative

Owner

Title of Authorized Representative

Signature of Authorized Representative

11/15/2021

Date

r20141001





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

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shree Ganesh Inc.	
	2 Business name/disregarded entity name, if different from above Colonial Motel	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 802 E. P.C.Hwy	Requester's name and address (optional)
	6 City, state, and ZIP code Long Beach, CA. 90806	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
				-			-		
OR									
Employer identification number									

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 11/15/21
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



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

## Attachment F

### Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

[www.kepler.sos.ca.gov/](http://www.kepler.sos.ca.gov/)

http://kepler.sos.ca.gov/ Business Search - Bu... X

File Edit View Favorites Tools Help

Suggested Sites SBA Size Table SAM simpler-financials (TEST) New Planetbids Login User Bid Info Council EZ FAMIS OD

California Secretary of State Alex Padilla

Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying State Archives Registries

**Business Entities (BE)**

Online Services

- E-File Statements of Information for Corporations
- Business Search
- Processing Times
- Disclosure Search

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft
- Misleading Business Solicitations

**Business Search**

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

☐ Corporation Name ☐ Limited Liability Company/Limited Partnership Name ☐ Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

2152391  
FILED

In the Office of the Secretary of State  
of the State of California

ARTICLES OF INCORPORATION  
of

DEC 28 1999

Shree Ganesh, Inc.

*Bill Jones*  
BILL JONES, Secretary of State

ONE: The name of this corporation is Shree Ganesh, Inc.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in this state of the corporation's initial agent for service of process is: Yogesh Patel, 802 East Pacific Coast Highway, Long Beach, CA 90806

FOUR: This corporation is authorized to issue only one class of shares of stock, which shall be designated common stock. The total number of shares it is authorized to issue is ten thousand (10,000) shares.

FIVE: The name and address of the person who is appointed to act as the initial director of this corporation is Yogesh Patel, 802 East Pacific Coast Highway, Long Beach, CA 90806

SIX: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

SEVEN: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

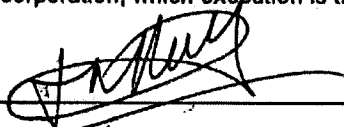
IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, have executed these Articles of Incorporation.

Dated: 12/20/99

  
\_\_\_\_\_  
YOGESH PATEL

The undersigned, being all the persons named above as the initial directors, declare that they are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

Dated: 12/20/99

  
\_\_\_\_\_  
YOGESH PATEL



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

## **Attachment G**

### **Equal Benefits Ordinance (EBO) Compliance Form**



## **EQUAL BENEFITS ORDINANCE DISCLOSURE FORM**

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, member ship and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

### The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

### Compliance with the EBO



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

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

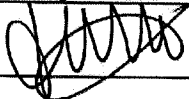


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Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Yogesh Patel Title: Owner

Signature:  Date: 11/15/2021

Business Entity Name: Shree Ganesh Inc.





CERTIFICATION OF COMPLIANCE  
WITH THE EQUAL BENEFITS  
ORDINANCE

Section 1. CONTRACTOR/ENDOR INFORMATION

Name: Shree Ganesh Inc. Federal Tax ID No. [REDACTED]

Address: 802 E. PC Hwy

City: Long Beach State: Ca Zip: 90806

Contact Person: Yogesh Patel Telephone: 562-519-1578

Email: Yogi23ok@yahoo.com Fax: \_\_\_\_\_

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Endor has no employees. \_\_\_\_ Yes X No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? \_\_\_\_ Yes X No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
\_\_\_\_ Yes \_\_\_\_ No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?  
\_\_\_\_ Yes \_\_\_\_ No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee? \_\_\_\_ Yes  
No

(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- \_\_\_\_ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- \_\_\_\_ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or



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

\_\_\_\_ Upon expiration of the contractor's current collective bargaining agreement( s).

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)  
\_ Yes \_ No

Section 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract of purchase order with the City.

Executed this 15th day of November, 2021 at 3:00pm Long Beach, Ca

Name Yogesh Patel

Signature

Title Owner

Federal Tax ID No. [REDACTED]



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

## Attachment H INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Contract rewarded as a result of this RFP, Contractor shall procure and maintain at Contractor's expense for the duration of this Contract rewarded as a result of this RFP from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:

- (a) Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach, and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate. If services are provided to minors or other vulnerable groups, coverage for allegations of abuse or molestation shall be included.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach, and its officials, employees, and agents.

Any self-insurance program or self-insurance retention must be approved separately in writing by City and shall protect the City of Long Beach, and its officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to State that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Any subcontractors which Contractor may use in the performance of this Contract rewarded as a result of this RFP shall be required to indemnify the City to the same extent as the Contractor and to maintain insurance in compliance with the provisions of this section.

Contractor shall deliver to City certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless City Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of City Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Agreement.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Pacific Blue Insurance Agency, Inc. 417 Arden Ave #106B  Glendale CA 91203		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): 818-484-8720 FAX (A/C, No): 866-399-2182 E-MAIL ADDRESS: <a href="mailto:info@pacificblueins.com">info@pacificblueins.com</a>	
<b>INSURED</b>  Shree Ganesh, Inc dba: Colonial Motel 802 E. Pacific Coast HWY  Long Beach CA 90806		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Rockingham Insurance Company INSURER B: Falls Lake Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	RCAP308851-00	09/17/2021	09/17/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	RCAP308851-00	09/17/2021	09/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	FLA003383-02	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>PROPERTY</b>		RCAP308851-00	09/17/2021	09/17/2022	BUILDING: \$1,435,000 BPP: \$100,000/\$280,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MOTEL OPERATION: 802 E. PACIFIC COAST HWY Long Beach, CA 90806

THE FOLLOWING CERTIFICATE HOLDER IS ADDITIONAL INSURED ON THIS POLICY

**CERTIFICATE HOLDER****CANCELLATION**

The City of Long Beach, its Boards, commissions, officials,  
employees, & agents  
441 W. Ocean Blvd  
Long Beach CA 90802

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Lilit Pharibyan*

ACORD 25 (2010/05)

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# EXHIBIT “B”

Contractor’s Cost Proposal:

**10. COST PROPOSAL HE21-089 (REBID)**Shree Ganesh Inc  
Colonial Motel

Description of Room	No. Of Rooms On Property	Max Occupancy	Daily Price	Weekly Price	Kitchenette?
Queen Bed	45	2	\$95.00	\$665.00	No
2 Full Beds	7	4	\$113.00	\$791.00	No
2 Full Beds with Kitchenette	5	4	\$125.00	\$875.00	Yes
Queen Bed (Handicap Accessible)	3	2	\$95.00	\$665.00	No

**Amenities Offered for each Room.**

1.	Free Continental Breakfast Everyday
2.	Free Local News Paper
3.	Free Parking
4.	In Room: Refrigerator and Microwave, A/C & Heat, Flat Screen TV (Cable & HBO)
5.	Pet Friendly
6.	Free Internet (Wi-Fi Access) In All Rooms.
7.	Free Limited Computer Use For Guest in Office.
8.	Ice Machine on Premesis. ATM available in Lobby.
9.	Outdoor POOL & SPA for guest use.

**Colonial Motel / Shree Ganesh Inc. Rules & Policies**

1.	We teserve the right to refuse services to anyone
2.	ID Is required for room. (Exception for City Vouchers)
3.	First Come First Served.
4.	We do not charge a key deposit
5.	Check-in Time is 3:00PM Checkout Time is 11:00AM
6.	Room Entrance doors should be closed at all times
7.	Absolutely no visitors allowed
8.	No Standing, sitting or loitering outside of the room
9.	No Room to Room visiting
10.	Stay over guests must pay by 11:00(Check out time) to extend their stay.
11.	Shirt and footwear required in all common areas.

## 10. COST PROPOSAL HE21-089 (REBID)

Shree Ganesh Inc  
Colonial Motel

Colonial Motel / Shree Ganesh Inc. Rules & Policies	
12.	All Pets must be on a leash in all common areas
13.	Maximum 21 days stay allowed
14.	Breakfast time is from 7:00AM to 10:00AM
15.	Guests are not permitted to receive mail or packages at the property
16.	No Skateboarding allowed in parking lot or pool area
17.	Registered Guest is responsible for any damage done in the room or premises
18.	Bikes and other belongings must be kept inside the room at all times
19.	Minors must be accompanied by an adult from the same room in the Pool and SPA area
20.	Do not move the mounted TV in the room or alarm will buzz
21.	Management is not responsible for any valuables left in the room
22.	No Refunds
23.	Swimsuit is required for pool & SPA use
24.	No food, drinks, or Glassware in Pool and SPA Area

# EXHIBIT “C”

City’s Representative:

Paul Duncan, Homeless Services Bureau  
Manager

(562) 570 - 4581



# EXHIBIT “D”

Materials/Information Furnished: None

# EXHIBIT “E”

Contractor’s Representative:

Yogesh Patel, Owner