

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

0002

PURCHASING AUTHORITY NUMBER (If Applicable)

CDSS-5180

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

Oakland Hotel LLC

2. The term of this Agreement is:

START DATE

3/23/2020

THROUGH END DATE

6/21/2020

3. The maximum amount of this Agreement is:

\$900,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B	Attachment 1 - Cost Sheet	1
Exhibit C*	General Terms and Conditions - GTC 04/2017	1
Exhibit D	Special Terms and Conditions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Oakland Hotel LLC

CONTRACTOR BUSINESS ADDRESS

3290 Dunes Drive

CITY

Marina

STATE

CA

ZIP

93933

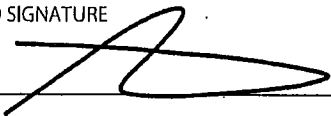
PRINTED NAME OF PERSON SIGNING

Nupen Patel

TITLE

President CED

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

3-23-2020

SCO ID:


STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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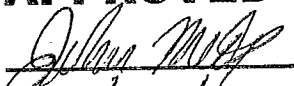
AGREEMENT NUMBER 0002	PURCHASING AUTHORITY NUMBER (If Applicable) CDSS-5180
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME California Department of Social Services				
CONTRACTING AGENCY ADDRESS 744 P Street		CITY Sacramento	STATE CA	ZIP 95814
PRINTED NAME OF PERSON SIGNING Pete Cervinka		TITLE Chief Operating Officer		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 		DATE SIGNED 3/23/2020		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (If Applicable) GCC 8558: GCC8628		

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

APPROVED

BY 

DATE 3/24/2020

EXHIBIT A
SCOPE OF WORK

SCOPE:

This agreement is between the Department of Social Services (DSS) and Oakland Hotel LLC. The term is 3/23/2020 through 6/21/2020 but may be terminated earlier upon 30 days written notice by DSS.

Contractor agrees to provide to the following services as described herein:

Services shall be provided daily, including weekends and holidays.

Contractor will provide service to the following locations:

Radisson Hotel
8400 Edes Ave.
Oakland, CA 94621

Comfort Inn Suites
8452 Edes Ave.
Oakland, CA 94621

Contractor will deliver food to the client's room, and provide food for staff as needed;

Contractor must provide 3 meals per day per client;

Contractor must provide a hot dinner meal;

Contractor will provide all drinks, napkins and utensils;

Contractor will also include meals to accommodate dietary restrictions.

PROJECT REPRESENTATIVES

Please direct all inquiries for the term of this agreement to:

State of California: Dept. Social Services	Contractor: Oakland Hotel LLC
Name/Title: Corrin Buchanan, Assistant Director of Housing and Homelessness	Name: Nupen Patel, President CEO
Address: 744 P Street Sacramento, CA 95814	Address: 3290 Dunes Drive Marina, CA 93933
Phone: 916-809-6416	Phone: 337 [REDACTED]
Email: corrin.buchanan@dss.ca.gov.	Email: [REDACTED]@gmail.com

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Social Services (DSS) agrees to compensate the Contractor in accordance with the rates specified in Exhibit B, Attachment 1, Cost Sheet.
- B. Invoices shall be submitted monthly in arrears of services performed. Invoices must be submitted with the Contractor's letterhead information exactly matching the Contractor name on the Standard Agreement 213.
- C. Invoices will include, as applicable:
 - 1) Contract Number
 - 2) Date of Invoice
 - 3) Date(s) of Service(s)
 - 4) Number of clients fed per day
 - 5) Contact phone number for billing questions

- A. Contractor shall send invoices, billings and other correspondence related to Contractor's services to:

Corrin Buchanan at corrin.buchanan@dss.ca.gov

Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment. Under no circumstances will a credit memo be accepted in lieu of a corrected invoice.

2. BUDGET CONTINGENCY CLAUSE

- A. This contract is valid and enforceable only if sufficient funds are made available by the Budget Act of the appropriate fiscal year for the purpose of this program.
- B. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DSS shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to DSS, or offer an Agreement Amendment to the Contractor to

reflect the reduced amount.

- D. This contract is subject to any additional restrictions, limitations or conditions enacted by the Legislature that may affect the provisions, terms or funding of this contract in any manner.

3. **PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.

4. **CONTRACTOR OVERPAYMENTS**

- A. If DSS determines that an overpayment has been made to the Contractor, DSS will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- B. If Contractor discovers it has received an overpayment, Contractor must notify DSS and refund the overpayment immediately.

EXHIBIT B, ATTACHMENT 1

COST SHEET

Cost Per Day/Client for 3 Meals/Day:	Estimated Total Number of Clients:	Estimated Duration:	Total Not to Exceed:
\$20/client/day	500*	90 Days	\$900,000.00**

*Estimate, actual number of clients may be less.

**Estimate, actual costs may be less.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

The General Terms and Conditions are included in the contract by reference to Internet site:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017>

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. STANDARD CONDITIONS OF SERVICE

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to DSS a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), DSS may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- E. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

2. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.

3. RIGHT TO TERMINATE

- A. DSS reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on DSS's notification to the Contractor.

4. RESOLUTION OF CONTRACT DISPUTES

- A. In the event of a dispute, Contractor will attempt resolution with the Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Department of XX within ten (10) days of the failed resolution at the following address:

Department of Social Services
Attn: Corrin Buchanan
Housing and Homelessness Branch
744 P Street
Sacramento, CA 95814

- B. State designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by DSS the Contractor from full and timely performance in accordance with the terms of the Agreement.

5. POTENTIAL SUBCONTRACTORS

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relationship between DSS and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to DSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from DSS's obligation to make payments to the Contractor. As a result, DSS shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

6. INSURANCE REQUIREMENT

- A. General Provisions Applying to All Policies
 - 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
 - 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify DSS within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, DSS may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
 - 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
 - 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by DSS.
 - 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
 - 6) Endorsements – Any required endorsements requested by DSS must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
 - 8) Satisfying an SIR – All insurance required by this contract must allow DSS to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at DSS's discretion.
 - 9) Available Coverages/Limits – All coverage and limits available to the contractor shall also be available and applicable to the State.
 - 10) Subcontractors – In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured's under Contractor and/or Permittee's insurance or supply evidence of insurance to DSS equal to policies, coverages and limits required of Contractor and/or Permittee.
- B. Commercial General Liability** – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- C. Auto Liability** – Contractor and any of their employees or subcontractors using a vehicle in the performance of work under this agreement must possess valid automobile liability coverage in accordance with CA Vehicle Code Sections 16450 to 16457, inclusive. The Department of General Services reserves the right to request proof at any time.
- D. Workers Compensation and Employers Liability** – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Certificate of Insurance** - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Department of Social Services
Attn: Corrin Buchanan
Housing and Homelessness Branch
744 P Street
Sacramento, CA 95814