



## Alameda County Fire Department

6363 Clark Avenue • Dublin, CA 94568 • [fire.acgov.org](http://fire.acgov.org)  
Tel (925) 833-3473 • (510) 632-3473 • Fax (925) 875-9387

AGENDA \_\_\_\_ June 7, 2022

WILLIAM L. McDONALD  
Fire Chief

**SERVING:** May 23, 2022

City of Dublin

City of Emeryville

City of Newark

City of San Leandro

City of Union City

Lawrence Berkeley  
National Laboratory

Lawrence Livermore  
National Laboratory

Unincorporated Areas  
of Alameda County

Alameda County  
Regional Emergency  
Communications Center  
"Accredited Center  
of Excellence"

The Honorable Board of Directors  
County Administration Building  
1221 Oak Street  
Oakland, California 94612

**SUBJECT: APPROVAL OF STANDARD SERVICE AGREEMENT WITH MAUREEN HAYES DOING BUSINESS AS AIR INSTRUMENTATION OF CALIFORNIA FOR EQUIPMENT SERVICE PLAN FOR ALAMEDA COUNTY FIRE DEPARTMENT ATMOSPHERIC MONITORING AND TESTING EQUIPMENT**

Dear Directors:

**RECOMMENDATION:**

- A. Approve standard Service Agreement (Procurement Contract No: 23574) with Maureen Hayes doing business as Air Instrumentation of California (Principal: Maureen Hayes, Owner, Location: Hayward, CA) for equipment service plan for regular maintenance, service and repair of Alameda County Fire Department atmospheric monitoring and testing equipment, for a term from 7/1/2022 through 12/31/2023, in the amount not to exceed \$100,000; and
- B. Authorize the Fire Chief, or his designee, to execute the agreement subject to review and approval as to form by County Counsel and submit an executed copy of the Agreement to the Clerk of the Board for filing.

**SUMMARY/DISCUSSION:**

The Alameda County Fire Department (ACFD) is currently operating a Type 1 Hazardous Materials Response Team certified by the State of California. In addition to providing service to regional partners, the team is part of a specialized statewide mutual aid system for hazardous materials incidents. In order to maintain this status, the team is required to own, operate, and maintain specific types of atmospheric monitoring instruments, radiation detectors and weapons of mass destruction (WMD) detection equipment. This detection equipment is highly technical and requires specialized maintenance in order to keep operational readiness at all times.

Honorable Board of Directors

June 7, 2022

Page Two

In an effort to remain in compliance with state requirements and manufacturer guidelines, and to control maintenance costs, ACFD is seeking the services of a vendor capable of servicing the entire fleet of instrumentation on site. On-site maintenance eliminates the need to send the instruments back to the manufacturer for annual service and/or repair. Air Instrumentation of California has a long working history with ACFD and has proven to meet all ACFD's services level requirements.

Staff recommends that your Board approve the standard service agreement with Maureen Hayes doing business as Air Instrumentation of California for a term from 7/1/2022 through 12/31/2023, in an amount not to exceed \$100,000.

**SELECTION CRITERIA/PROCESS:**


ACFD requested and received two proposals for the provision of equipment service plan: Air Instrumentation of California (Hayward, CA) and Gases 101 (Round Rock, TX). Air Instrumentation of California is selected based on the following considerations: 1) lowest bid, 2) proven performance during prior contracts. Contractor is in the process of renewing its SLEB certification (Cert Number: 08-91158, expired 04/30/2022). The Office of Acquisition Policy (OAP) issued Small Local Emerging Business (SLEB) Waiver # 8181, valid through 12/31/2023.

**FINANCING:**

There is no impact to County General Fund. Funding for this contract is included in ACFD's proposed FY 2022-23 MOE budget.

**VISION 2026 GOAL:**

Approval of the Service Agreement between the ACFD and Maureen Hayes doing business as Air Instrumentation of California meets the 10x goal pathways of Accessible Infrastructure in support of our shared vision of Safe and Livable Communities and Thriving and Resilient Population.

Sincerely  
DocuSigned by:  
  
0415A9D0B85D4B8...  
WILLIAM L. McDONALD  
Fire Chief

**QUESTIONNAIRE FOR DETERMINING THE WITHHOLDING STATUS**

INSTRUCTIONS: This questionnaire is to be completed by the County department for services contracts and must be included as part of the contract package. Be sure to answer all of the questions in Sections I and II and to complete the certifications on page 2. Sections III and IV contain supplemental questions to be answered for contractors in certain service categories.

CONTRACTOR NAME: Maureen Hayes doing business as Air Instrumentation of California DEPT #: 280111

TITLE/SERVICE: Equipment service plan for regular maintenance and service or repair of Alameda County Fire Department atmospheric monitoring and testing equipment.

DEPT. CONTACT: Shu-Mei Chen PHONE: 925-833-3473 ext 1114

**I. INFORMATION ABOUT THE CONTRACTOR YES NO**

- 1. Is the contractor a corporation or partnership? ( ) (X)
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? ( ) (X)
- 3. If the answer to BOTH questions is YES, provide the employer ID number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.
- 4. If the answer to question 1 is NO and 2 is YES, provide the individual social security number here: \_\_\_\_\_  
No other questions need to be answered. Withholding is not required.
- 5. If the answer to question 2 is NO, continue to Section II.

**II. RELATIONSHIP OF THE PARTIES YES NO**

- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? ( ) (X)
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) (X)
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) (X)

4. Is the relationship between the County and the contractor intended to be ongoing? (X) ( )

III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS YES NO

1. Is the contractor being hired for a period of time rather than for a specific project? ( ) ( )

2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? ( ) ( )

IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS YES NO

1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )

2. Will the contractor work more than an average of ten hours per week? ( ) ( ) IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

3. Will the County provide more than 20% of the contractor's income? ( ) ( )

4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO.

A "YES" answer to any of the questions in Section II, or, if applicable, Sections III or IV constitutes justification for paying the contractor through the payroll system as an "employee for withholding purposes."

CERTIFICATIONS:

I hereby certify that the answers to the above questions accurately reflect the anticipated working relationship for this contract.

DocuSigned by: Maureen Hayes Contractor Signature

Maureen Hayes

Printed Name 6/13/2022

Date

DocuSigned by: Irene De Jong Agency/Department Head/Designee Signature

Irene de Jong

Printed Name 6/13/2022

Date

**ALAMEDA COUNTY FIRE DEPARTMENT  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of June 7<sup>th</sup>, 2022, is by and between the Alameda County Fire Department, a dependent fire district formed under the Fire Protection District Law of 1987 (Health and Safety Code Sections 13800, et seq.), hereinafter referred to as the “ACFD”, and Maureen Hayes doing business as Air Instrumentation of California, hereinafter referred to as the “Contractor”.

**WITNESSETH**

Whereas, ACFD desires to obtain an equipment service plan for regular maintenance and service or repair of Alameda County Fire Department atmospheric monitoring and testing equipment, which are more fully described in Exhibit A hereto (“Definition of Services”); and

Whereas, Contractor is professionally qualified to provide such services and is willing to provide same to ACFD; and

Now, therefore it is agreed that ACFD does hereby retain Contractor to provide Equipment service for regular maintenance and service or repair of Alameda County Fire Department atmospheric monitoring and testing equipment, and Contractor accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

- Exhibit A Definition of Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification

The term of this Agreement shall be from July 1, 2022 through December 31, 2023

The compensation payable to Contractor hereunder shall not exceed *One Hundred Thousand Dollars (\$100,000)* for the term of this Agreement. The ACFD neither warrants nor guarantees any minimum compensation to the Contractor under this Agreement. Payment to Contractor shall be based on actual services performed on behalf of the ACFD.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.**

Alameda County Fire Department

Maureen Hayes doing business as Air Instrumentation of California

By: DocuSigned by:  
William L. McDonald  
0415A9D0B85D4B8...  
Signature

By: DocuSigned by:  
Maureen Hayes  
1463F02228C34FD...  
Signature

Name: William L. McDonald  
(Printed)

Name: Maureen Hayes  
(Printed)

Title: Fire Chief

Title: Owner

Date: 6/13/2022

Approved as to Form:

By: DocuSigned by:  
Heather Littlejohn Goodman  
4F16CF9B888B421...  
Heather Littlejohn Goodman  
County Counsel Signature

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

## GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the ACFD or County of Alameda ("County") in any capacity whatsoever, and ACFD and County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold ACFD and County harmless from any and all liability which ACFD and County may incur because of Contractor's failure to pay such amounts.

In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of ACFD or County.

Contractor does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with currently approved methods and practices in his/her field and that the sole interest of ACFD is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ACFD.

Notwithstanding the foregoing, if the ACFD determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, ACFD may upon two week's notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the ACFD and its Board of Directors, County of Alameda and its Board of Supervisors and their employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or to injury to or destruction of property, including the loss therefrom, or to any violation of federal, state or municipal law or regulation, which arises out of or is any way connected with the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. ACFD and/or County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. The obligations of this indemnity shall be for the full amount of all damage to ACFD and County, including defense costs, and shall not be limited by any insurance limits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Alameda County Employees' Retirement Association (ACERA) or California Public Employees' Retirement System (PERS) to be eligible for enrollment in ACERA and PERS as an employee of ACFD or County, Contractor shall indemnify, defend, and hold harmless ACFD and County for the payment of any employee and/or employer contributions for ACERA and PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of ACFD or County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the ACFD maintain in force, at minimum, those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein. The ACFD and all parties as set forth on Exhibit C shall be considered an additional insured or loss payee if applicable. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the ACFD and/or County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to ACFD and/or County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the ACFD and/or County before ACFD's and/or County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.



4. **PREVAILING WAGES:** Pursuant to Labor Code Sections 1770 et seq., Contractor shall pay to persons performing labor in and about Work provided for in Contract not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work in said locality, which per diem wages shall not be less than the stipulated rates contained in a schedule thereof which has been ascertained and determined by the Director of the State Department of Industrial Relations to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this contract.
5. **WORKERS' COMPENSATION:** Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from ACFD any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
6. **CONFORMITY WITH LAW AND SAFETY:**
  - a. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold ACFD harmless from any and all liability, fines, penalties and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.
  - b. **Accidents:** If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement, Contractor shall immediately notify ACFD by telephone. Contractor shall promptly submit to ACFD a written report, in such form as may be required by ACFD of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Contractor's sub-Contractor, if any; (3) name and address of Contractor's liability insurance carrier; and (4) a detailed description of the accident and whether any of ACFD's equipment, tools, material, or staff were involved.
  - c. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public

safety, and to grant to the ACFD the opportunity to review and inspect such evidence, including the scene of the accident.

7. DEBARMENT AND SUSPENSION CERTIFICATION: (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).
  - a. By signing this agreement and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
  - b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
    - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
    - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.
8. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to Contractor as provided in Exhibit B hereto.
9. TRAVEL EXPENSES: Contractor shall not be allowed or paid travel expenses unless set forth in this Agreement.
10. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.
11. OWNERSHIP OF DOCUMENTS: Contractor hereby assigns to the ACFD and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the ACFD, the Contractor, the Contractor's sub-Contractors or third parties at the request of the Contractor (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

Contractor also hereby assigns to the ACFD and its assignees all copyright and other use rights in any Documents and Materials including electronic copies stored in Contractor's Information System, respecting in any way the subject matter of this Agreement.

Contractor shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. Contractor agrees to take such further steps as may be reasonably requested by ACFD to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the ACFD and any assignee of the ACFD an express royalty – free license to retain and use said Documents and Materials. The ACFD's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not Contractor's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

In Contractor's contracts with other Contractors, Contractor shall expressly obligate its Sub-Contractors to grant the ACFD the aforesaid assignment and license rights as to that Contractor's Documents and Materials. Contractor agrees to defend, indemnify, and hold the ACFD harmless from any damage caused by a failure of the Contractor to obtain such rights from its Contractors and/or Sub-Contractors.

Contractor shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the Contractor and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the ACFD harmless from any claims for infringement of patent or copyright arising out of such selection. The ACFD's rights under this Paragraph 11 shall not extend to any computer software used to create such Documents and Materials.

12. **CONFLICT OF INTEREST; CONFIDENTIALITY:** The Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Without limitation, Contractor represents to and agrees with the ACFD that Contractor has no present, and will have no future, conflict of interest between providing the ACFD services hereunder and any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the ACFD, as determined in the reasonable judgment of the Board of Directors of the ACFD.

The Contractor agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this

Agreement for the ACFD will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the ACFD by notices provided in accordance with Paragraph 13 of this Agreement, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this Agreement. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to the ACFD hereunder.

13. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service. Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To ACFD: Alameda County Fire Department  
6363 Clark Avenue  
Dublin, CA 94568  
Attn: Irene de Jong

To Contractor: Air Instrumentation of California  
25789 Dollar Street, Suite 1  
Hayward, CA 94544  
Attn: Maureen Hayes

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or telex or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

14. USE OF ACFD PROPERTY: Contractor shall not use ACFD property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
  
15. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS:  
Contractor assures that he/she/it will comply with Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.
  - a. Contractor shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - b. Contractor shall, if requested to so do by the ACFD, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
  - c. If requested to do so by the ACFD, Contractor shall provide the ACFD with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
  - d. Contractor shall recruit vigorously and encourage minority - and women-owned businesses to bid its subcontracts.
  - e. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.

- f. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.
16. **DRUG-FREE WORKPLACE:** Contractor and Contractor's employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor nor Contractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any ACFD facility or work site. If Contractor or any employee of Contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a ACFD or County facility or work site, the Contractor within five days thereafter shall notify the head of the ACFD department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
17. **AUDITS; ACCESS TO RECORDS:** The Contractor shall make available to the ACFD, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the ACFD, and shall furnish to the ACFD, its authorized agents, officers or employees such other evidence or information as the ACFD may require with regard to any such expenditure or disbursement charged by the Contractor.

The Contractor shall maintain full and adequate records in accordance with ACFD requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. If such books and records are not kept and maintained by Contractor within the County of Alameda, California, Contractor shall, upon request of the ACFD, make such books and records available to the ACFD for inspection at a location within County or Contractor shall pay to the ACFD the reasonable, and necessary costs incurred by the ACFD in inspecting Contractor's books and records, including, but not limited to, travel, lodging and subsistence costs. Contractor shall provide such assistance as may be reasonably required in the course of such inspection. The ACFD further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the ACFD, and the Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for three (3) years after the ACFD makes the final or last payment or within three (3) years after any pending issues between the ACFD and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to ACFD for its inspection and use during the term of this Agreement, all

Documents and Materials, as defined in Paragraph 11 of this Agreement. Contractor's obligations under the preceding sentence shall continue for three (3) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by ACFD), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the ACFD's last payment to Contractor under this Agreement.

19. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
20. TERMINATION: The ACFD has and reserves the right to suspend, terminate, or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the ACFD should abandon, terminate, or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its equipment service plan for regular maintenance and service or repair of Alameda County Fire Department atmospheric monitoring and testing equipment shall not exceed \$100,000 for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:

Contractor has been certified by the County as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. If during the term of this contract, Contractor's certification status changes, Contractor shall notify the County within three business days.

**Should Contractor's status as a certified small or emerging local business change at any time during the term of this Agreement,** Contractor shall negotiate with County to be in compliance with the County's Small and Emerging Local Business provision, including but not limited to:

- a. Contractor must be a certified small or emerging local business(es) or subcontract a minimum 20% with a certified small or emerging local business(es).
- b. SLEB subcontractor(s) is independently owned and operated (i.e., is not owned or operated in any way by Prime), nor do any employees of either entity work for the other.

- c. Small and/or Emerging Local Business participation and current SLEB certification status must be maintained for the term of the contract. Contractor shall ensure that their own certification status and/or that of participating subcontractors (as is applicable) are maintained in compliance with the SLEB Program.
- d. Contractor shall not substitute or add any small and/or emerging local business(s) listed in this agreement without prior written approval from the County. Said requests to substitute or add a small and/or emerging local business shall be submitted in writing to the County department contract representative identified under Item #13 above. Contractor will not be able to substitute the subcontractor without prior written approval from the Alameda County Auditor Controller Agency, Office of Contract Compliance (OCC).
- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County and ACFD will be under no obligation to pay contractor for the percent committed to a SLEB (whether SLEB is a prime or subcontractor) if the work is not performed by the listed small and/or emerging local business.

For further information regarding the Small Local Emerging Business participation requirements and utilization of the Alameda County Contract Compliance System contact OCC via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

- 22. FIRST SOURCE PROGRAM: Intentionally deleted.
- 23. CHOICE OF LAW: This Agreement shall be governed by the laws of the State of California.
- 24. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
- 25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between ACFD and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or



attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. The Agreement may not be modified except by a written document signed by both parties.

26. HEADINGS herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.
27. ADVERTISING OR PUBLICITY: Contractor shall not use the name of ACFD, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of ACFD in each instance.
28. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
29. ASSURANCE OF PERFORMANCE: If at any time ACFD believes Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete the Services as required by this Agreement, ACFD may request from Contractor prompt written assurances of performance and a written plan acceptable to ACFD, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within ten (10) calendar days of its receipt of ACFD's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
30. SUBCONTRACTING/ASSIGNMENT: Contractor shall not subcontract, assign, or delegate any portion of this Agreement or any duties or obligations hereunder without the ACFD's prior written approval.
  - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
  - b. Contractor shall use the subcontractors identified in Exhibit A and shall not substitute subcontractors without ACFD's prior written approval.
  - c. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, including,

without limitation, Exhibit C. Contractor shall verify subcontractor's compliance.

- d. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.
31. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 11), and Conflict of Interest (Paragraph 12), shall survive termination or expiration.
  32. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
  33. **PATENT AND COPYRIGHT INDEMNITY:** Contractor represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("Contractor Products") provided to ACFD under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless ACFD of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Contractor Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party. ACFD will: (1) notify Contractor promptly of such claim, suit, or assertion; (2) permit Contractor to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable Contractor to do so. Contractor shall not agree without ACFD's prior written consent, to any settlement, which would require ACFD to pay money or perform some affirmative act in order to continue using the Contractor Products.
    - a. If Contractor is obligated to defend ACFD pursuant to this Section 33 and fails to do so after reasonable notice from ACFD, ACFD may defend itself and/or settle such proceeding, and Contractor shall pay to ACFD any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with ACFD's defense and/or settlement of such proceeding.
    - b. In the case of any such claim of infringement, Contractor shall either, at its option, (1) procure for ACFD the right to continue using the Contractor

Products; or (2) replace or modify the Contractor Products so that that they become non-infringing, but equivalent in functionality and performance.

- c. Notwithstanding this Section 33, ACFD retains the right and ability to defend itself, at its own expense, against any claims that Contractor Products infringe any patent, copyright, or other intellectual property right.
34. OTHER AGENCIES: Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The Contractor is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the Contractor elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.
35. EXTENSION: This agreement may be extended for an additional 18 months by mutual agreement of the ACFD and the Contractor.
36. SIGNATORY: By signing this agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

[END OF GENERAL TERMS AND CONDITIONS]

**EXHIBIT A****DEFINITION OF SERVICES**

1) Contractor shall provide maintenance services sufficient to ensure the equipment is within normal operating parameters, as required by the manufacturer. Contractor will service or repair the equipment as required to keep or return equipment to normal operating parameters. Contractor shall maintain a detailed record of all regular maintenance and services.

**a) List of equipment to be maintained and serviced:**

- i) Nine (9) MSA Altair 4X four gas monitors (O<sub>2</sub>, CO, H<sub>2</sub>S, LEL) (HM-12, HM-19, HM-20, HM-25, E-08, E-20, E-21)
- ii) Four (4) MSA Altair 4X four gas monitors with two (2) probe pumps (O<sub>2</sub>, CO, H<sub>2</sub>S, LEL) (R-24, R-524)
- iii) Five (5) MSA Altair 5X gas monitors (O<sub>2</sub>, CO, H<sub>2</sub>S, LEL, VOC) (HM-12, HM-19, HM-20, HM-25, E-21)
- iv) Eight (8) MSA Altair 5X gas monitors (O<sub>2</sub>, CO, H<sub>2</sub>S, LEL, HCN) (T-9, T-12, T-17, T-20, T-25, T-28, T-31, E-35)
- v) Four (4) Ion Science Tiger PID 10.6 eV (HM-12, HM-19, HM-20, HM-25)
- vi) One (1) RKI SC-01 with Phosphine and Chlorine sensors (HM-25)
- vii) One (1) Environics Chem Pro 100i (HM-12)
- viii) Two (2) Sensit HXG3P Methane detection monitors (CH<sub>4</sub>, LEL) (Prevention)
- ix) Three (3) Drager Haz-Mat colormetric tube kits (HM-12, HM-19, HM-20)
- x) Two (2) Drager CDS chemical weapon colormetric tube kits (HM-12, HM-20)
- xi) Twelve (12) MSA IO 360 (4 units each at Station 12, Station 20 and Station 25)

**b) List of replacement equipment to be provided:**

- i) Contractor will provide up to eight (8) 44 liter refillable cylinders of multi-gas mix per year.
- ii) Contractor will provide up to five (5) 105 liter cylinders of Isobutylene, 100 ppm per year.
- iii) Contractor will provide up to one (1) 44 liter cylinder of Phosphine (Ph<sub>3</sub>) per year.
- iv) Contractor will provide up to two (2) 44 liter cylinder of Chlorine (CL) per year.
- v) Contractor will provide up to five (5) 44 liter refillable cylinders of multi-gas mix per year.
- vi) Contractor will provide up to five (5) 44 liter cylinder of HCN per year.
- vii) Contractor will provide up to one (1) 105 liter cylinder of Methane per year.
- viii) Contractor will provide up to six (6) 105 liter cylinders of CO every two (2) years.

**c) Service and Maintenance responsibilities**

- i) Every 90 days, Contractor will come on site to a location specified by ACFD to inspect clean, and calibrate the instrumentation outlined in section 1a). Contractor will perform repairs for damage occurring during normal usage of multi gas detectors

equipment. Any repair for damage above \$700.00, in parts only and excluding sensors, will not be within the scope of Contractor's regular maintenance and will be the responsibility of the ACFD.

- ii) Every 180 days, Contractor will come on site to location specified by ACFD to inspect clean, and calibrate Twenty-Five (25) units of RKI CO monitors W/Cal stations.
- iii) Contractor will maintain all service records and provide a copy of those records to ACFD upon request.
- iv) Contractor will replace any and all sensors that fail to calibrate.
- v) Contractor will provide loaner units in the event of unit failure between service intervals.

**d) Training**

- i) Upon execution of this agreement and within a reasonable period of time, Contractor will provide 2 hours minimum of training for the equipment listed in this contract. Contractor will also provide a minimum of 2 hours of annual training on the equipment listed in paragraph 1.a., above for the duration of the contract.
  - ii) Trainings listed in paragraph d) i) shall include but not limited to how to safely use the equipment listed in this contract, training the trainers and evaluation sessions on new equipment not listed in this contract. Trainings shall take place at a time and location established by mutual agreement and made available to all ACFD personnel.
- e) For unforeseeable repairs that are not covered by the regular maintenance provisions of this Agreement, Contractor shall provide an estimate (on parts and labor) in advance to the ACFD for approval. ACFD has the sole discretion to approve or deny such repair and will not be liable for the cost of any repairs completed without advance approval.

- 2) ACFD agrees to be responsible for the replacement costs of any equipment supplied by Contractor that is lost, stolen or destroyed while in its possession. Contractor will repair or replace equipment that is damaged in the normal course of use.
- 3) ACFD agrees to promptly return all of the equipment supplied under the terms of this agreement following the termination or expiration of said Agreement, whether that occurs at the conclusion of the Agreement term or under the terms in Section 20 of the Agreement. Specifically, equipment supplied by the Contractor in paragraph 1. b), loaner equipment supplied pursuant to paragraph 1 a), and any evaluation equipment borrowed from the Contractor is due back to the Contractor at the conclusion of this Agreement.
- 4) Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

- 1. Kenward Hayes Manager

Contractor agrees that it shall not transfer or reassign the individuals identified above as Key Personnel or substitute subcontractors without the express written agreement of County,

which agreement shall not be unreasonably withheld. Should such individual or individuals in the employ of Contractor no longer be employed by Contractor during the term of this Agreement, Contractor shall make a good faith effort to present to County an individual with greater or equal qualifications as a replacement subject to County's approval, which approval shall not be unreasonably withheld.

- 5) The approval of ACFD to a requested change shall not release Contractor from its obligations under this Agreement.

[END OF EXHIBIT]

## EXHIBIT B

### PAYMENT TERMS

1. ACFD will use its best efforts to make payment to Contractor upon successful completion and acceptance of the following services listed within thirty (30) days upon receipt and approval of invoice.
2. Contractor shall submit a monthly invoice in the amount of \$5,015.51 totaled to \$90,279.18 under the terms of this agreement. Invoices will be reviewed for approval by ACFD Division Chief in charge of the Special Operations program.
3. Total payment under the terms of this Agreement will not exceed the total amount of Ninety Thousand Two Hundred and Seventy-Nine Dollars (\$90,279.18). The cost includes all taxes and all other charges. The difference of \$9,702.82 between the agreement amount (\$100,000) and the invoice amount (\$90,279.18) is reserved for expenses for unforeseeable repairs incurred within the scope of this Agreement, which expenses may be incurred solely at ACFD's discretion. Any such payments must be requested in writing, substantiated by written documentation and a properly submitted invoice.
4. Upon award of this Agreement by ACFD, ACFD and Contractor shall forthwith jointly create a schedule governing the timely performance of Contractor's services hereunder. The agreed upon schedule shall be incorporated into this Agreement upon its adoption by the parties and thereafter Contractor shall perform all services under this Agreement in conformance with the schedule.

**EXHIBIT C**

**INSURANCE REQUIREMENTS**

**ALAMEDA COUNTY FIRE DEPARTMENT MUMIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$1,000,000 per accident for bodily injury or disease
<b>D Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Commercial or Business Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to the County. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit. The additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured" (covered party), or at minimum named as an "Additional Insured" on the other's policies. Coverage shall be at least as broad as in the ISO Forms named above.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured".</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All insurance shall be required to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The required certificate(s) and endorsements must be sent as set forth in the Notices provision.</li> </ol>	



**EXHIBIT D**

**DEBARMENT AND SUSPENSION CERTIFICATION**

(Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).

The Contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.


Check if continued on attached page.

**Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Amendment to the Standard Services Agreement. Signing the Amendment to Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.**

CONTRACTOR: Maureen Hayes \_\_\_\_\_

PRINCIPAL: Maureen Hayes

TITLE: Owner \_\_\_\_\_

SIGNATURE:  T463F02228C34FD...

DATE: 6/13/2022



OFFICE OF AQUISITION POLICY (OAP)

22375

REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM

For Federal grant funds:

Procurements using Federal grant funds which prohibit geographical preferences require the Federal Grant Funds SLEB Waiver Request form to be completed and submitted for approval to the Auditor-Controller Office of Contract Compliance & Reporting (OCCR) prior to soliciting bids/proposals and awarding contracts. For further information contact OCCR at ACSLEBcompliance@acgov.org.

For ALL Requests over \$3,000 and for Non-Federal SLEB waivers:

Requests must be completed and submitted online. The automated SLEB waiver requests can be found under the "For Work" section. See "Online SLEB Waiver Request". Complete #1-#9 below, complete #10 if over \$100,000 (First Source applies). Attach supporting documentation including 2 quotes or approved Sole Source/Piggybacks (must have both the Questionnaire and Finding Memo).

For questions, or if you are unable to access/log in to the automated system, you can contact OAP at gsa-oapslebwaivers@acgov.org.

SLEB Waivers:

Procurement Policy and Procedures Overview (https://alcoweb.acgov.org/gsaapps/slebwaiver/ppp.htm)

PO Checklist (https://alcoweb.acgov.org/gsaapps/slebwaiver/po.htm)

SLEB Waiver Numbers will be issued as required to enter a Procurement Contract in ALCOLINK. Processed SLEB waivers will receive an automated email from OAP.

NOTE: All questions require a complete response. Enter "N/A" or "None", etc., as applicable. Do not leave blank lines.

1. Please check appropriate box and complete department/contact information below.

Form with checkboxes for 'Requesting Department' and 'GSA Procurement managing the competitive process'. Includes fields for Department (Fire Department), Primary Requestor (Russel Bouligny), Secondary Requestor, GSA Procurement/Auditor, Contact Name (Elizabeth Guzman), and Telephone numbers.

2. Recommended Vendor

Fields for Air Instrumentation of California, PO#: PC# 23574, and REQ#: N/A

Country United States

Fields for Street (25789 Dollar Street Ste. 1), City (Hayward), State (CA), and Zip (94544)

3. Procurement Type (check all appropriate boxes below):

Form with checkboxes for New Contract, Renewal Contract, Contract Amendment-Term, Contract Amendment-Value, and Other.

4. Total PO/Contract Value (including increase, if

Fields for Total PO/Contract Value (\$100000.00) and Increase Value (if any) (\$0.00)

Fields for Contract Term Start (07/01/2022), End (12/31/2023), and OR One-Time checkbox.

5. **Goods/Services Procurement Description:**

Equipment service plan for regular maintenance and service or repair of Alameda County Fire Department atmospheric monitoring and testing equipment

6. **Brief explanation of why goods/services are required:**

Fire Department's atmospheric monitoring and testing equipment require regular maintenance to keep the equipment in working conditions.

7. **Date Goods/Services Needed:**

07/01/2022

a. **What are the consequences if the date goods/services needed is not**

Fire Department will not be able to detect hazardous material without proper equipment and will endanger the safety of our employees and public as well.

8. **Explanation of why the non-SLEB contractor/subcontractor (in #2 above) is being recommended and, if procurement over \$25,000, why they are unable to subcontract with a SLEB(s) for a minimum of 20%:**

Contractor is working with OAP to renew it's SLEB certification.

9. **IF APPLICABLE:**  **New Sole Source submitted to Procurement**

**Existing Approved Exception on**

**Not**

10. **Explain what attempts were made to locate a SLEB prime or, if procurement over \$25,000, SLEB subcontractor(s), including:**

Copies of bids received and/or detailed statement of efforts made to contact and negotiate with certified businesses, including list of SLEBs contacted, names of individuals, addresses, phone numbers, dates contacted and bid prices attached. In the section below, list the documents that have been attached:

a. Quotes attached

b. N/A

c. N/A

**Supporting Documents:**

AI SLEB Quotes.pdf

11. **If the contract is over \$100,000, is the recommended vendor able to comply with the First Source**

Yes:  No:  If No,

**Expedit**  **(Check this box to expedite processing)**

12. Department Certification: I certify to the accuracy of the preceding statements,

SMCHEN2

Signature of Agency/Department Head  
or Designee or GSA Procurement Manager (if GSA Procurement managed the

Shu-Mei Chen

Print Name

05/02/2022

Date

---

OAP to complete below:

A. Request Approved:  Waiver Valid Through:  SLEB Waiver Number:

Reason:

B. Request Denied:

Reason:

C. Disregard:

Reason:

D. Other:

Reason:

RCHUON

Signed by GSA-Office of Acquisition Policy (Required)

05/02/2022

Date

\*Primary Requestor - Main Contact \*\*Secondary Requestor - Backup Contact