



## Alameda County Fire Department

6363 Clark Avenue · Dublin, CA 94568

Tel (925) 833-3473 · (510) 632-3473 · Fax (925) 875-9387

[www.acgov.org/fire](http://www.acgov.org/fire)

July 2, 2015

AGENDA # \_\_\_\_\_, July 28, 2015

DAVID A. ROCHA  
Fire Chief

**SERVING:**

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"

Honorable Board of Supervisors  
County of Alameda  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: AWARD A CONTRACT FOR STATION GENERATOR  
SERVICING AND REPAIR, REQUEST FOR QUOTATION NO.  
901320; AMOUNT: \$46,200**

RECOMMENDATION:

Approve and authorize the Purchasing Agent to execute a contract, for Master Contract No. 901320, Procurement Contract No. 12061 with AAAA Generator Services (Principal: Michael Chiasson, Location: Hayward) to provide Station Generator Servicing and Repair to the Alameda County Fire Department, for the approximate term of 08/01/15 – 07/31/18, in the bid amount of \$46,200.

DISCUSSION/SUMMARY:

Alameda County Fire Department (ACFD) operates 30 fire stations that serve areas of Alameda County that are not served by municipal fire departments. They are concentrated in Castro Valley, Dublin, San Leandro, and San Lorenzo, but with outpost stations at Lawrence Berkeley National Laboratory, Livermore, and Sunol. The County Fire Department serves a population of 394,000 in approximately 508 square miles. ACFD intends to enter into a contract with a vendor who will provide station generator servicing and repairs for 11 of its stations. These generators are needed in the event of power outages to maintain operations of these critical stations.

SELECTION CRITERIA/PROCESS:

*Alameda County Fire Department (ACFD) has determined that the County of Alameda does not currently have the resources to provide Generator Servicing and Repair.*

ACFD worked with General Services Agency (GSA)-Procurement & Support Services to develop and issue a Request for Quotation (RFQ) that was issued on March 13, 2015; posted on the GSA Current Contracting Opportunities website for 49 days; sent to the 2972 subscribers to the GSA Goods and Services – Current Contract Opportunities mailing service via E-Gov, including Small Local Emerging Businesses (SLEB). Two networking/bidders conferences were held and were attended by five vendors.

On May 1, 2015, five responses to the RFQ were received. The RFQ required that the award go to the lowest-priced bidder. AAAA Generator Services met all the requirements of the RFQ and is being recommended for award. AAAA Generator Services is a certified SLEB (Principal: Michael Chiasson; Location: Hayward; Certified Small: 15-00025; Expiration Date: 03/31/16).

The following is a summary of the evaluation:

<b>Vendor</b>	<b>Location</b>	<b>Local</b>	<b>SLEB</b>	<b>Cost</b>	<b>Evaluated Cost</b>
AAAA Generator Services	Hayward, CA	Y	Y	\$46,200	\$41,580
California Generator Service	Oakland, CA	Y	N	\$63,690	\$60,506
Got Power Inc., DBA CD & Power	Martinez, CA	N	N	\$69,150	\$69,150
Peterson Power Systems, Inc.	San Leandro, CA	Y	N	\$98,805	\$93,864
Ramsay-Bliese Corporation DBA Leete Generators	Santa Rosa, CA	N	N	\$86,095	\$86,095

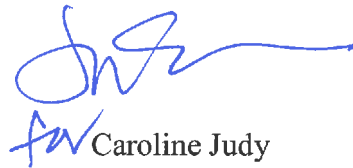
FUNDING:

Appropriations for this contract are included in the ACFD FY 2015-16 Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,



David A. Rocha  
Fire Chief  
Alameda County Fire Department



Caroline Judy  
Acting Director  
General Services Agency

Attachment

cc: Susan S. Muranishi, County Administrator  
Steve Manning, Auditor-Controller/Clerk-Recorder  
Donna R. Ziegler, County Counsel

ATTACHMENT

STATION GENERATOR SERVICING AND REPAIR  
 RFQ No. 901320  
 AUGUST 1, 2015 – JULY 31, 2018

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local &amp; SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>AAAA Generator Services            Certification #15-00025 (Small)            Valid through: 03/31/16</i>	<i>1174 Russell Way            Hayward, CA 94541</i>	<i>\$46,200</i>	<i>100%</i>	<i>100%</i>

Procurement Contract and PO Creation Checklist

- Contract Type: **Board Letter (BL)**
- Vendor Name and ID: **Vendor Name: AAAA Generator Service // Vendor ID: 100944**
- New Contract**
- Master Contract No.: **901320**
- Procurement Contract No. (if applicable): **12061**
- Contract Begin & Expiration Date: **08/01/2015 – 7/31/2018**
- Organization No.: \_\_\_\_\_ / Procurement Specialist: **Sabrina Teixeira**
- Requisition Order (Req No.) obtained from client: **n/a**
- Total Contract Amount: **\$ 46,200**
- Vendor Awarded Amount (if multiple awarded vendors): \$ \_\_\_\_\_
- Amendment Amount (if applicable): \$ \_\_\_\_\_
- If existing contract, current PO No.: \_\_\_\_\_
- Category (if unsure ask Procurement Specialist): **OFFC2**
- Client Department Contact Name: **Pete Pegadiotes/ Shu-Mei Chen**
- Goods Only Contract? **No**
- Is Prime Vendor SLEB? **Yes**
  - If No, please check one below:
    - SLEB Subcontractor
      - SLEB Name(s): \_\_\_\_\_
      - Small: Percentage: \_\_\_\_\_
      - Emerging: Percentage: \_\_\_\_\_
    - SLEB is Waived
      - OAP Waiver No.: \_\_\_\_\_
      - Federal Waiver No.: \_\_\_\_\_

**For Initial Creation of Procurement Contract:**

- Authorization to Negotiate Contract DRAFT (**attach**)
- Exhibit C (**attach**)

**Board Letters Only – PC needs to be updated prior to Board Letter submission to CAO:**

- Board Letter (**attach**)
- Updated Insurance Certificate and Additional Insured Page (**attach**)

**Once Contract is approved, attach the following documents for PC update:**

- Board Letter and Board Letter Minute Order (**attach**); **OR**
- Recommendation to Award (**attach**)
- Updated Insurance Certificate and Additional Insured Page as needed (**attach**)
- Standard Services Agreement **OR** Amendment (**attach**)

Contract Specialist: **Sabrina Teixeira**

PC Created/Updated By: \_\_\_\_\_

## 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: AAAA Generator Services DEPT #: 280111

TITLE/SERVICE: Station Generator Servicing Repair

DEPT. CONTACT: Pete Pegadiotes PHONE: (925)883-3473 X1510

### 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: 603122360

\_\_\_\_\_ 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? ( ) ( )

2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? ( ) ( )

3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? ( ) ( )

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

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

**COORDINATORS**

- 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**

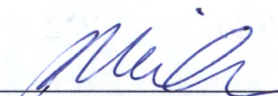
- 1. Will the agreement be with an individual who does not have an outside practice? ( ) ( )
  - 2. Will the contractor work more than an average of ten hours per week? ( ) ( )
- IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3.

- 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."

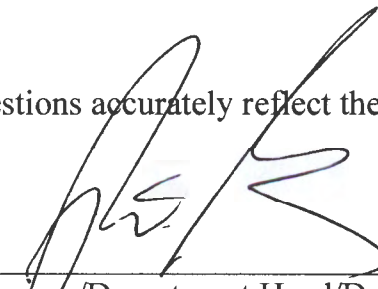
**CERTIFICATIONS:**

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

  
 \_\_\_\_\_  
 Contractor Signature

Michael Chiasson  
 \_\_\_\_\_  
 Printed Name

7/20/15  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Agency/Department Head/Designee Signature

PETE PAGANOTES  
 \_\_\_\_\_  
 Printed Name

8-20-15  
 \_\_\_\_\_  
 Date

**COUNTY OF ALAMEDA  
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of \_\_\_\_\_, 2015, is by and between the County of Alameda, hereinafter referred to as the "County", and AAAA Generator Services hereinafter referred to as the "Contractor".

**WITNESSETH**

Whereas, County desires to obtain Station Generator Servicing and Repair services which are more fully described in Exhibit A hereto ("Station Generator Services"); and

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

Now, therefore it is agreed that County does hereby retain Contractor to provide Station Generator Services, 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 A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Proposed Services
- Exhibit B Payment Terms
- Exhibit C Insurance Requirements
- Exhibit D Debarment and Suspension Certification


The term of this Agreement shall be from August 1, 2015 through July 31, 2018.

The compensation payable to Contractor hereunder shall not exceed Forty Six Thousand Two Hundred dollars (\$46,200) for the term of this Agreement.

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

COUNTY OF ALAMEDA

AAAA GENERATOR SERVICES

By:   
Signature

By:   
Signature

Name: John Glam  
(Printed)

Name: Michael Chiasson  
(Printed)

Title: Purchasing Agent

Title: Administrator

Date: 8/21/15

Date: August 10, 2015

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 County in any capacity whatsoever, 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 County harmless from any and all liability which 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 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 County 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 the County agency concerned.

Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County 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 County of Alameda, its Board of

Supervisors, 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. The 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 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 County, Contractor shall indemnify, defend, and hold harmless 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 County.

3. **INSURANCE AND BOND:** Contractor shall at all times during the term of the Agreement with the County 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 County 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 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 County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before 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 County 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 County 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 the Alameda County Risk Manager's Office by telephone. Contractor shall promptly submit to County a written report, in such form as may be required by County 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 County'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 County 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 County 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 County, 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 County 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 County to implement the aforesaid assignment. If for any reason said assignment is not effective, Contractor hereby grants the County and any assignee of the County an express royalty – free license to retain and use said Documents and Materials. The County’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 County the aforesaid assignment and license rights as to that Contractor’s Documents and Materials. Contractor agrees to defend, indemnify and hold the County 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 County harmless from any claims for infringement of patent or copyright arising out of such selection. The County’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 County that Contractor has no present, and will have no future, conflict of interest between providing the County 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 County, as determined in the reasonable judgment of the Board of Supervisors of the County.

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 County will be kept confidential and not be disclosed to any other person. The Contractor agrees to immediately notify the County 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 County 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 County: COUNTY OF ALAMEDA  
6363 Clark Avenue  
Dublin, CA 94568  
Attn: Pete Pegadiotes

To Contractor: AAAA GENERATOR SERVICES  
1174 Russell Way  
Hayward, CA 94541  
Attn: Michael Chiasson

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 COUNTY PROPERTY:** Contractor shall not use County 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 County, 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 County, Contractor shall provide the County 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 County 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 County facility or work site, the Contractor within five days thereafter shall notify the head of the County 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 County, 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 County, and shall furnish to the County, its authorized agents, officers or employees such other evidence or information as the County 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 County 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 County, make such books and records available to the County for inspection at a location within County or Contractor shall pay to the County the reasonable, and necessary costs incurred by the County 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 County 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 County, 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 County makes the final or last payment or within three (3) years after any pending issues between the County and Contractor with respect to this Agreement are closed, whichever is later.

18. **DOCUMENTS AND MATERIALS:** Contractor shall maintain and make available to County 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 County), and Contractor shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for three (3) years following the County'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 County 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 County 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 generator servicing and repair Services shall not exceed \$46,200 payment 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 subcontract a minimum 20% of the remaining contract value 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. As is applicable, Contractor shall ensure that their certification status is maintained in compliance with the SLEB Program for the term of this contract.

- d. For any subcontractors retained to comply with this provision, Contractor shall not substitute any such small and/or emerging local business(s) subcontractor without prior written approval from the County. Said requests to substitute 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). Further approval from the Board of Supervisors may also be required.
- e. If subcontractors are added to the contract, all SLEB participation, except for prime contractor, must be tracked and monitored utilizing the Elation compliance System (see Exhibit E). SLEB prime contractor with SLEB subcontractors must enter payments made to subcontractors in the Elation System and ensure that SLEB subcontractors confirm payments received.

Contractor shall meet the requirements above within 15 business days of the County notifying Contractor that it is no longer in compliance with the program. County will be under no obligation to pay contractor for the percent committed to a SLEB 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 the County Auditor- Controller's Office of Contract Compliance (OCC) via e-mail at [ACSLEBcompliance@acgov.org](mailto:ACSLEBcompliance@acgov.org).

22. **FIRST SOURCE PROGRAM:** For contracts over \$100,000, Contractor shall provide County ten (10) working days to refer to Contractor, potential candidates to be considered by Contractor to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the County that Contractor has available during the contract term before advertising to the general public.
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 County 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 County, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of County 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 County 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, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, 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 County'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 County'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 County'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 County under this Agreement infringe any patent, copyright or other proprietary right. Contractor shall defend, indemnify and hold harmless County 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. County 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 County's prior written consent, to any settlement, which would require County to pay money or perform some affirmative act in order to continue using the Contractor Products.
- a. If Contractor is obligated to defend County pursuant to this Section 33 and fails to do so after reasonable notice from County, County may defend itself and/or settle such proceeding, and Contractor shall pay to County any and all losses, damages and expenses (including attorney's fees and costs)

incurred in relationship with County'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 County 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, County 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 two years by mutual agreement of the County 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 station generator servicing and repair with the Specific Requirements and Deliverables/Reports set on this Exhibit A, consisting of the following:

- Exhibit A-1 Specific Requirements
- Exhibit A-2 Deliverables
- Exhibit A-3 Proposed Services

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901320, including any addenda, of the RFQ, the proposal response of Contractor (Response), and additional services that the County obtained through negotiations, if any. In the event of any conflict (direct or indirect) among any of the exhibits, the RFQ and the Response, the more stringent requirements providing the County with the broader scope of services shall have precedence, such that this Exhibit A including all attachments, the scope of work described in the RFQ and the scope of work described in Contractor’s proposal shall be performed to the greatest extent feasible.
  - b. The RFQ and Response may be relied upon to interpret this Contract and shall be applied in such a manner so that the obligations of the Contractor are to provide the County with the broadest scope of services for the best value.
2. Contractor project team will consist of the following Key Personnel and subcontractors, as applicable during the contract term:

Key Personnel	Title
Michael Chiasson	Administrator and Lead Technician

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.

3. The approval of County to a requested change shall not release Contractor from its obligations under this Agreement.

**EXHIBIT A-1**

**SPECIFIC REQUIREMENTS**

1. Provide factory trained technicians.
2. Ability to maintain all makes and models of generator sets and diesel engines.
3. Shall have large rental fleet: generators ranging from 10kw to 1MW.
4. Test equipment to match generators ranging from 10kw to 2MW.
5. Follow state and federal regulations:
  - a. Air Quality to NFPA
  - b. Fuel testing standards
  - c. Fuel tank testing
  - d. Spill prevention
6. Additional Services including:
  - a. Remote fueling
  - b. Complete parts department
  - c. Ancillary equipment
    - (1) Cable Ramps
    - (2) Additional Cables
    - (3) Spider Coxes
7. Inspection shall include the following:
  - a. GENERAL
    - (1) VISUAL INSPECTION: Perform a complete visual inspection of all Generator equipment and surrounding area.
      - (a) AIR INDUCTION AND EXHAUST SYSTEM
        - i. Inspect Air Filter

- ii. Service Indicator: Inspect for proper operation and notation of reading
- iii. Air Inlet System: Visual inspection of piping and air filter housing for damage, loose connections, and evidence of leaks. Air filter housing to be cleaned when air filter is cleaned or replaced. Check condition of gaskets and seals
- iv. Turbocharger: Inspect for lube oil or exhaust leakage. Check for unusual noise and proper operation.
- v. Exhaust Manifold: Inspect for damage, loose or missing hardware, and evidence of exhaust leakage, and oil leaks
- vi. Exhaust System: Exterior inspection of silencer and piping for damage, corrosion, or leakage
- vii. Rain Cap: Check overall condition and supports for vibration damage and loose connections. Check and drain condensation trap.

(b) COOLING SYSTEM

- i. Radiator/Heat Exchanger: Visually inspect for leaks, damage, and debris. Inspect louvers for correct operation
- ii. Coolant: Visually inspect coolant level and check for signs of contamination. Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surfaces.
- iii. Hoses and Connections: Inspect connections
- iv. Fan: Check fan operation and clearance
- v. Drive Pulley: Check for loose or worn pulleys
- vi. Fan Belts: Inspect for wear and/or deterioration
- vii. Jacket Water Heater: Inspect for proper operation. Check exterior and exposed thermostat setting for proper coolant temperature.
- viii. Water Pump: Visual and operational inspection for leaks and/or unusual noises



(c) FUEL SYSTEM

- i. Fuel line and Connections: Inspect for leaks and tight connections. Check support brackets.
- ii. Governor and Engine Controls: Inspect lube oil level of governor. Inspect controls and linkage for proper operation. Add lube oil as necessary.
- iii. Fuel Filters (Primary & Secondary): Inspect for leaks and tight connections. Check support brackets.
- iv. Day tank: Check and log fuel level. Visually inspect day tank system for leaks. Test day tank pump for proper operation. Visually inspect fuel condition for contaminants.
- v. Main Fuel Tank: Check and log fuel level. Visually inspect tank, if possible. Visually inspect fuel condition for contaminants.
- vi. Water Trap (Separator): Drain any water in the water separator.
- vii. Engine Mounted Fuel-System Priming Pump: Check for proper operation. Fuel Transfer Pump (Remote Mounted) Check for proper operation.
- viii. Fuel Pressure: Check site gauge for correct pressure. Note fuel pressure while running (if equipped).
- ix. Gaseous Fuel Supply System (Regulators, Valves, Pipes and Vents): Visually inspect for damage, leaks and proper operation. If leak is suspected, spray a mixture of water and liquid detergent on each connection or utilize Sniffer.

(d) IGNITION SYSTEM

- i. Visually inspect ignition system components: cap, points, plugs

(e) LUBE OIL SYSTEM

- i. Oil Level: Inspect for correct oil level and for signs of contamination and leaks.

- ii. Oil Pressure: Operational check of oil pressure gauge for correct pressure. Note: check engine oil pressure at rated speed.
- iii. Oil Pressure: Operational and visual inspection of the pre-lube pump.
- iv. Crankcase Breather: Inspect and clean crankcase breather. Note any excessive blow-by.

(f) ENGINE STARTING SYSTEM

- i. Batteries: Inspect for damage or leakage. Clean and tighten all battery connections. Measure and record specific gravity readings for each battery cell. (if applicable) Check for correct electrolyte level. Record DC voltage power supply.
- ii. Battery Charger: Inspect for proper operation, loose terminals, and deteriorated wiring.
- iii. Starting Motor: Inspect electrical connections and wiring.
- iv. Alternator: Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley, and voltage output.

(g) MONITORS AND SAFETY CONTROL

- i. Safety Controls: Inspect for loose connections and wiring deterioration.
- ii. Remote Annunciation: Inspection of panel and lighting/illumination for proper operation.

(h) GENERATOR AC POWER UNIT

- i. Visually inspect overall condition for foreign objects, loose or broken fittings, guards and components.

(i) GENERATOR MECHANICAL

- i. Space Heaters: Inspect for proper operation. Check AC power and control wiring.
- ii. Generator: Inspect generator windings for foreign material and dirt. (no cover removal)

- iii. Vibration Isolators: Check for proper adjustment and hardware condition.

(j) GENERATOR CONTROL PANEL

- i. Start Controls (Manual and Automatic): Check for proper operation. Check automatic start. (if allowed)
- ii. Voltmeter: Check for correct readings. Check voltage level.
- iii. Ammeter: Check for correct readings while system is under load. (if permitted)
- iv. Frequency Meter: Check for correct readings under load, and with no load, conditions. (if permitted)

(k) TRANSFER SWITCH

- i. Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration. Check and tighten, when necessary and safe, all control circuit wiring terminals. Perform heat scan on all contacts
- ii. Automatic Transfer Switch Test: Test automatic transfer switch (ATS) for correct operation by simulating a utility power supply failure. (if permitted)
- iii. Check for correct sequential operation of the ATS. (if permitted)
- iv. Record utility AC voltage at ATS connections.
- v. Record engine generator set AC voltage at the ATS connections. Record engine generator set amperage on normal load.

**EXHIBIT A-2**

**DELIVERABLES**

1. Provide quarterly service inspection reports on current status of generators including but not limited to: repairs, any preventative maintenance, and unresolved issues.
2. Provide an annual inspection report on generators located in ACFD stations with load bank test.
3. Reports shall be available in either the latest Microsoft Word or Microsoft Excel documents.

## EXHIBIT A-3

### PROPOSED SERVICES

AAAA Generator Services agrees to perform what is listed in the statement of work without exception.

Per our phone conversation, because the statement of work did not specifically include oil change maintenance, we have included an alternate bid that also includes this critical service. This second bid will be compliant with the manufacturer's recommended maintenance interval for oil changes and will otherwise be compliant with NFPA-110, though it does not include coolant system maintenance, batteries and other items which may or may not become due during our three year contract term.

AAAA Generator Services guarantees emergency on site response times within two hours of emergency response approval.

Provided generators are made available in rapid succession, quarterly inspections should take no more than two hours on site each, so all could be completed in 2-3 days. Annual inspections should take no more than five hours on site each, for a maximum of eleven total business days for completion.

Bidder's technician for this project, Michael Chiasson, may (or may not) request that he be allowed to have an assistant and/or trainee accompany him.

Alameda County personnel are not required to be on site, aside from providing any required access to the site.

Most likely spare parts required include parts with high failure rates such as controllers, voltage regulators, starters, solenoids, block heaters, battery chargers, batteries, hoses, etc. AAAA stocks a full line of these spare parts both on our vehicles and at our headquarters in Hayward, CA. All of these are accessible 24/7/365. Our second bid also includes oil, oil filters, coolant filters, fuel filters and disposal fees.

AAAA specializes in life-safety generator and ATS maintenance to manufacturer's specifications as well as to NFPA-110 and Jco standards. We provide detailed and legible checklists and discrepancy reports on every part of the power generation system, including the fuel tank, regulator, ATS and electrical system. Michael is certified by the manufacturers of your equipment. He also carries with him the software, cables, security tokens and passwords required to be able to communicate directly with all of your generator's more advanced generator controllers (allowing advanced diagnostics, downloading event logs and making changes, as necessary) including Generac, Kohler and Onan (as well as all others). Michael has experience with all aspects of standby generators, including installations, which will provide Alameda County with the best overall level of expertise for finding issues that other technicians overlook (i.e. transfer switch issues, wiring issues, piping issues, fire and safety code issues, etc.).

**EXHIBIT B**

**PAYMENT TERMS**

1. County 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.

		<b>Table A - Cost of Quarterly Inspections</b>		
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
Station 6	Quarter	\$ 225	\$ 225	\$ 250
Station 7	Quarter	\$ 225	\$ 225	\$ 250
Station 8	Quarter	\$ 225	\$ 225	\$ 250
Station 23	Quarter	\$ 225	\$ 225	\$ 250
Station 24	Quarter	\$ 225	\$ 225	\$ 250
Station 25	Quarter	\$ 225	\$ 225	\$ 250
Station 26	Quarter	\$ 225	\$ 225	\$ 250
Station 30	Quarter	\$ 225	\$ 225	\$ 250
Station 31	Quarter	\$ 225	\$ 225	\$ 250
Station 32	Quarter	\$ 225	\$ 225	\$ 250
Station 33	Quarter	\$ 225	\$ 225	\$ 250

		<b>Annual Inspection Cost</b>		
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Description</b>	<b>Unit</b>	<b>Annual Cost</b>	<b>Annual Cost</b>	<b>Annual Cost</b>
Station 6	Annual	\$ 700	\$ 700	\$ 700
Station 7	Annual	\$ 700	\$ 700	\$ 700
Station 8	Annual	\$ 700	\$ 700	\$ 700
Station 23	Annual	\$ 700	\$ 700	\$ 700
Station 24	Annual	\$ 700	\$ 700	\$ 700
Station 25	Annual	\$ 700	\$ 700	\$ 700
Station 26	Annual	\$ 700	\$ 700	\$ 700
Station 30	Annual	\$ 700	\$ 700	\$ 700
Station 31	Annual	\$ 700	\$ 700	\$ 700
Station 32	Annual	\$ 700	\$ 700	\$ 700
Station 33	Annual	\$ 700	\$ 700	\$ 700

		<b>Table C - Hourly Labor Rate</b>		
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Description</b>	<b>Unit</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
Hourly Labor Rate	Hourly	\$ 139	\$ 139	\$ 139

		<b>Table D – 24/7 Emergency Service Hourly Labor Rate</b>		
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
<b>Description</b>	<b>Unit</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>	<b>Hourly Rate</b>
Hourly Labor Rate	Hourly	\$ 278	\$ 278	\$ 278

2. Invoices will be reviewed for approval by the County, Fire department contact Pete Pegadiotes at (925) 833-3473 (x1510), unless otherwise advised, upon satisfactory completion of the services.
3. Total payment under the terms of this Agreement will not exceed the total amount of \$46,200. This cost includes all taxes and all other charges.
4. Upon award of this Agreement by County, County 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.
5. Upon notice to proceed from County, Contractor shall perform in accordance with the following schedule:



**EXHIBIT C  
INSURANCE REQUIREMENTS**

**COUNTY OF ALAMEDA MINIMUM 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</b>	<b>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</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</b>	<b>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</b>	<p><b><u>Endorsements and Conditions:</u></b></p> <ol style="list-style-type: none"> <li><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><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><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><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><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><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><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><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**

**COUNTY OF ALAMEDA  
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 and 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.**

**Exceptions will not necessarily result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.**

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

CONTRACTOR: AAA Generator Services

PRINCIPAL: Michael Chiasson TITLE: Administrator

SIGNATURE: Muiba DATE: August 10, 2015