

Alameda County Sheriff's Office

Lakeside Plaza, 1401 Lakeside Drive, 12th Floor, Oakland, CA 94612-4305



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

July 13, 2018

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

SUBJECT: EXTEND AND INCREASE THE CONTRACT FOR HISTOLOGICAL SERVICES, MASTER CONTRACT NO. 901393; AMOUNT: \$75,000

Dear Board Members:

RECOMMENDATION:

Authorize the Purchasing Agent to amend a contract (Master Contract No. 901393; Procurement Contract No. 16634) with Histo-Tec Laboratory Inc. (Principal: Steven Avolicino; Location: Hayward) to provide histological services to the Alameda County Sheriff's Office, increasing the contract amount from \$32,307 to \$107,307 (\$75,000 increase) and extending the current term of 1/1/16-12/31/18 by two years until 12/31/20.

DISCUSSION/SUMMARY:

On December 1, 2015, your Board approved (Item No. 24) a three-year contract with Steven Avolicino dba Histo-Tec Laboratory. On May 28, 2018, the Alameda County Auditor's Office created and approved a new Procurement Contract No. 16634 to replace Procurement Contract No. 12818 to accommodate the vendor's name change from Steven Avolicino dba Histo-Tec Laboratory to Histo-Tec Laboratory Inc. (Principal: Steven Avolicino; Location: Hayward).

The Coroner's Bureau works diligently to serve and protect the interests of the community and is responsible for serving the histological needs of Alameda County in its entirety. Specially trained forensic investigators are on duty 24 hours per day, seven days per week, to respond to the needs of public safety organizations, hospitals, and/or private citizens in handling and investigating deaths falling under the jurisdiction of the Coroner.

The mission of the Alameda County Sheriff's Office (ACSO) Coroner's Bureau is to serve and protect the interests of the community by determining the cause, circumstances, and manner of sudden or unexplained deaths, and by identifying deceased persons and notifying their next of kin, regardless of where they may live in the world, while ensuring the deceased and their property are

treated with the utmost respect and dignity. The Coroner's Bureau accomplishes this mission through the use of peace officer investigators, forensically-trained pathologists and consultants, and other scientific methods of inquiry.

The histological services provided by Histo-Tec Laboratory Inc. will include the processing of tissue specimens and slides; processing, embedding, sectioning, staining, and special staining if tissue specimens; immunoperoxidase staining; decalcification of bone tissue; and a daily and monthly record of work performed.

This amendment will allow for continuity of service. The contract allows for this extension by mutual agreement.

SELECTION CRITERIA/PROCESS:


ACSO has determined that Alameda County does not currently have the resources to provide histological services.


ACSO worked with General Services Agency (GSA)–Procurement to develop a Request for Quotation (RFQ) that was issued on August 14, 2015, and resulted in one response. Histo-Tec Laboratory Inc. was the lowest-priced, qualified bidder who met all requirements of the RFQ, received favorable references, and is a certified Small Local Emerging Business (SLEB), (Principal: Steve Avolicino; Location: Hayward; Certified Small: 10-00070; Expiration: February 28, 2019). ACSO is satisfied with the services provided by Histo-Tec Laboratory Inc.

FINANCING:

Appropriations for this contract are included in the ACSO FY 2018-19 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase in net County cost.

Respectfully submitted,

DocuSigned by:

F05B6DA11ED248A...
Gregory J. Ahern
Sheriff-Coroner


Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:AO:th\acclus02\gsadata\$\Board Letters\Purchasing\FY 2018-19\901393 BL (1st Amend) Histological Testing Svcs.docx

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

CONTRACT SUMMARY

ATTACHMENT

HISTOLOGICAL SERVICES
 RFQ No. 901393
 January 1, 2016 – December 31, 2020

<i>Vendor</i>	<i>Location</i>	<i>Estimated Dollar Value of Contract Award</i>	<i>Local & SLEB Participation</i>	
			<i>Percentage</i>	<i>Dollar Amount</i>
<i>Histo-Tec Laboratory Inc. Certification # 10-00070 (Small) Valid through: 02/28/2019</i>	<i>2829 Depot Road, #4 Hayward, CA 94545</i>	<i>\$107,307</i>	<i>100%</i>	<i>\$107,307</i>

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made by the County of Alameda (“County”) and Steven Avolicino, (“Contractor”) and Histo-Tec Laboratory Inc. with respect to that certain agreement entered by them on December 8, 2015 (referred to herein as the “Contract”) pursuant to which Contractor provides histology services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this First Amendment, the terms and provisions of this Amendment will be effective as of the date this First Amendment is executed by the County (“Effective Date”).
3. Contractor has been in the process and has now changed its name and structure to Histo-Tec Laboratory Inc., including a change in Tax ID Number. All principals remain the same and there are no changes to any information contained in the Agreement related to Contractor, including the address and contact information.
4. The Agreement is hereby amended to replace Steven Avolicino dba Histo-Tec Laboratory with Histo-Tec Laboratory Inc. as Contractor. Histo-Tec Laboratory Inc. specifically accepts all obligations and terms of the Agreement.
5. The term of the Agreement is currently scheduled to expire on December 31, 2018. As of the Effective Date, the term of the Agreement is extended through December 31, 2020.
6. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Seventy Five Thousand dollars (\$75,000). As

Master Contract No. 901393
Procurement Contract No. 16634
Replacing Procurement Contract No. 12818

a result of these additional services the not to exceed amount has increased from Thirty Two Thousand Three Hundred Seven dollars (\$32,307) to One Hundred Seven Thousand Three Hundred Seven dollars (\$107,307) over the term of the Agreement and any amendments.

7. Item 20 of the Standard Services Agreement has been amended as follows:
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 landscape chemicals shall not exceed the amount of \$107,307 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.
8. A Revised Exhibit B, Payment Terms, is attached to this Amendment.
9. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this First Amendment 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 voluntary 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.

10. **SMALL LOCAL AND EMERGING BUSINESS 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.

Master Contract No. 901393
Procurement Contract No. 16634
Replacing Procurement Contract No. 12818

- 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 & Reporting (OCCR). 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/Histo-Tec Laboratory Inc. shall meet the requirements above within 15 business days of the County notifying Contractor/Histo-Tec Laboratory Inc. 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 & Reporting (OCCR) located at 1221 Oak St., Rm. 249, Oakland, CA 94612 at Tel: (510) 891-5500, Fax: (510) 272-6502 or via E-mail at ACSLEBcompliance@acgov.org.

- 11. Except as expressly modified by this First Amendment, all of the terms and conditions

**Master Contract No. 901393
Procurement Contract No. 16634
Replacing Procurement Contract No. 12818**

of the Contract are and remain in full force and effect.

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

COUNTY OF ALAMEDA

STEVEN AVOLICINO dba HISTO-TEC
LABORATORY INC.

By: DocuSigned by:
John Glann
EB371BC6D6094BF...
Signature

By: DocuSigned by:
Steven Avolicino
4A743A6AA9C2493...
Signature

Name: John Glann
(Printed)

Name: Steve Avolicino
(Printed)

Title: Purchasing Manager

Title: CEO

Date: 8/23/2018

Date: 7/31/2018

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.

By: DocuSigned by:
Kofo Domingo
692684F1C0C0455...
Signature

HISTO-TEC LABORATORY INC.
By: DocuSigned by:
Steven Avolicino
4A743A6AA9C2493...
Signature

Name: Kofo Domingo
(Printed)

Name: Steve Avolicino
(Printed)

Title: Procurement Administrator &
Purchasing Agent

Title: CEO

Date: 8/23/2018

Date: 7/31/2018

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.

REVISED EXHIBIT B
PAYMENT TERMS

1. Except as expressly modified by this Exhibit B, all of the terms and conditions of the original Exhibit B - Payment Terms are and remain in full force and effect.

2. County will pay Contractor upon successful completion and acceptance of the following services listed below, within thirty (30) days, upon receipt of invoice.

Description	Unit	Year 4	Year 5
Hematoxylin & Eosin (H&E) Stain	Each	\$12.50	\$12.50
Recuts	Each	\$ 5.50	\$ 5.50
Iron Stain	Each	\$ 20.00	\$ 20.00
Gomori-Grocott Methenamine Silver (GMS) Stain	Each	\$ 20.00	\$ 20.00
Acid-Fast Bacilli (AFB) Stain	Each	\$ 20.00	\$ 20.00
Congo Red Stain	Each	\$ 20.00	\$ 20.00
Periodic acid-Schiff (PAS) Stain, Positive (+)	Each	\$ 20.00	\$ 20.00
Periodic acid-Schiff (PAS) Stain, Negative (-)	Each	\$ 20.00	\$ 20.00
Osmium Tetroxide Fat Stain	Each	\$150.00	\$150.00
Decalcification	Each	\$ 5.50	\$ 5.50
Grossing-trimming wet tissue	Each	NO COST	NO COST
Gram Stain	Each	\$ 20.00	\$ 20.00
Beta-Amyloid	Each	\$ 60.00	\$ 60.00
Beta-Amyloid Precursor Protein	Each	\$ 60.00	\$ 60.00
Trichrome	Each	\$20.00	\$20.00

3. Invoices will be approved by the Alameda County Sheriff's Office – Coroner's Bureau.

4. Total payment under the terms of this Agreement will not exceed the total amount of One Hundred Seven Thousand Three Hundred Seven dollars (\$107,307). This cost includes all taxes and all other charges.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

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.

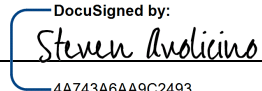
If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary 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: Histo-Tec Laboratory

PRINCIPAL: Steve Avolicino TITLE: CEO

SIGNATURE:  DATE: 7/31/2018
4A743A6AA9C2493...