



August 20, 2024

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

SUBJECT: AWARD A STANDARD SERVICES AGREEMENT TO WESTERN STATE DESIGN, INC., FOR PELLERIN MILNOR LAUNDRY EQUIPMENT MAINTENANCE SERVICES; PROCUREMENT CONTRACT NO. 27536; AMOUNT \$157,581

Dear Board Members:

RECOMMENDATIONS:

- A. Approve a Standard Services Agreement (Procurement Contract No. 27536) with Western State Design, Inc. (Principal: Todd Hryn; Location: Hayward) to provide maintenance services for Pellerin Milnor laundry equipment, from 10/1/2024 through 3/31/2027, in an amount not-to-exceed \$157,581; and
- B. Authorize the President of the Board to sign the Standard Services Agreement and submit an executed copy to the Clerk of the Board for filing.

DISCUSSION/SUMMARY:

The General Services Agency-Building Maintenance Department (GSA-BMD) provides janitorial, maintenance, and operation services for over 121 Alameda County-owned facilities comprising approximately 5,400,000 square feet of building space. These buildings include offices, courts, detention facilities, veterans' buildings, clinic buildings, firing ranges, parking structures, and training facilities. GSA-BMD provides all maintenance services to ensure clean, safe, and functionally operative facilities.

In order to ensure Pellerin Milnor laundry equipment is maintained properly, GSA-BMD is requesting to award a routine maintenance service agreement. The Pellerin Milnor laundry equipment can only be serviced by authorized dealers and Western State Design, Inc., is the only authorized dealer in California. Western State Design, Inc., will maintain laundry equipment to ensure they are operating efficiently and extending the equipment life cycle. GSA-BMD is requesting to award a contract to provide the continued servicing of this equipment.

SELECTION CRITERIA/PROCESS:

On May 20, 2024, GSA-Procurement approved and issued a Sole Source waiver (Sole Source No. 9973; Expiration: 3/31/2027) in accordance with Section V. Approved Exceptions to the County Competitive Procurement Policy - Item H. Proprietary Maintenance. On June 20, 2024, the Office

of Acquisition Policy approved a Small Local Emerging Business (SLEB) Waiver (9634) Expiration: 3/31/2027) for Western State Design, Inc., to provide maintenance services for Pellerin Milnor laundry equipment.

FINANCING:

Appropriations for this contract are included in the GSA Building Maintenance Internal Service Fund Fiscal Year 2024-25 Approved Budget and will be billed back to the building occupant department(s). No additional appropriations are required, and there will be no increase in net County cost.

VISION 2026 GOAL:

Maintenance services for Pellerin Milnor laundry equipment meet the 10X goal pathway of **Accessible Infrastructure** in support of our shared vision of **Safe and Livable Communities**.

Respectfully submitted,

Signed by:

8D4CA131AA0B4C2...

Kimberly Gasaway
Director, General Services Agency

Attachment

cc: County Administrator
Auditor-Controller
County Counsel

CONTRACT SUMMARY

Award Contract to Western State Design, Inc.
 Procurement Contract No. 27536

Contractor	Location	Contract Amount	Local Participation		Small / Local Participation	
			%	\$	%	\$
Western State Design, Inc. Principal: Todd Hyn SLEB Waiver No. 9634 Expiration: 03/31/2027	Hayward, CA	\$157,581				
			100%	\$157,581	0%	\$0

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: Western State Design, Inc. DEPT #: 410101

TITLE/SERVICE: Provide Maintenance Services for Pellerin Milnor Laundry Equipment.

DEPT. CONTACT: Richard Lowther PHONE: 510-667-3035

I. INFORMATION ABOUT THE CONTRACTOR

YES NO

- 1. Is the contractor a corporation or partnership? YES NO
- 2. Does the contractor have the right per the contract to hire others to do the work agreed to in the contract? YES NO
- 3. If the answer to BOTH questions is YES, provide the employer ID number here: 81-3796471
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

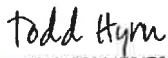
- 1. Does the County have the right to control the way in which the work will be done, i.e., will the County be able to specify the sequence of steps or the processes to be followed if it chooses to do so? YES NO
- 2. Is the contractor restricted from performing similar services for other businesses while he is working for the County? YES NO
- 3. Will the contractor be working for more than 50% of the time for the County (50% = 20 hrs/wk; 80 hrs/mo)? YES NO
- 4. Is the relationship between the County and the contractor intended to be ongoing? YES NO

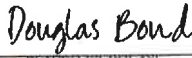
- | III. FOR CONSULTANTS, PROJECT MANAGERS, PROJECT COORDINATORS | YES | NO |
|---|--------------------------|--------------------------|
| 1. Is the contractor being hired for a period of time rather than for a specific project? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will payment be based on a wage or salary (as opposed to a commission or lump sum)? | <input type="checkbox"/> | <input type="checkbox"/> |
| | | |
| IV. FOR PHYSICIANS, PSYCHIATRISTS, DENTISTS, PSYCHOLOGISTS | YES | NO |
| 1. Will the agreement be with an individual who does not have an outside practice? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Will the contractor work more than an average of ten hours per week? | <input type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 2 IS YES, ANSWER QUESTION 3. | | |
| 3. Will the County provide more than 20% of the contractor's income? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. If the answer to either question 2, or if required, question 3 is NO, the entire answer is NO. | <input type="checkbox"/> | <input type="checkbox"/> |

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." All contracts that require withholding must be emailed to the Auditor-Controller Board Approved Contracts Unit (rachelle.webber@acgov.org), for processing and payment through the payroll System.

CERTIFICATIONS:

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

DocuSigned by:

95E2A5BAA4E04D5...
 Contractor Signature
 Todd Hryn
 Printed Name
 8/26/2024
 Date

DocuSigned by:

054B0D78E2CF48E...
 Agency/Department Head/Designee Signature
 Douglas Bond
 Printed Name
 8/27/2024
 Date



**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of 9/17/2024, is by and between the County of Alameda, hereinafter referred to as the "County", and Western State Design, Inc., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain proprietary to provide routine maintenance services for Pellerin Milnor laundry equipment which are more fully described in Exhibit A hereto ("Description of 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 routine maintenance services for Pellerin Milnor Laundry 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 A-1	Specific Requirements and Deliverables and Reports
Exhibit A-2	Equipment List and Locations
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Debarment and Suspension Certification

The term of this Agreement shall be from October 1, 2024 through March 31, 2027.

The compensation payable to Contractor hereunder shall not exceed *One Hundred Fifty-Seven Thousand Five Hundred Eighty-One Dollars and no cents (\$157,581.00)* for the term of this Agreement. County 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 County.

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

COUNTY OF ALAMEDA

WESTERN STATE DESIGN, INC.

By: *Nate Miley*
Signature

DocuSigned by:
By: *Todd Hym*
Signature

Name: **NATE MILEY**
(Printed)

Name: Todd Hym
(Printed)

Title: President of the Board of Supervisors

Title: Executive Vice President

Date: 9/24/2024

Date: 8/26/2024

Approved as to Form:

Signed by:
By: *Kathleen Hall*
County Counsel Signature

By signing above, the 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
General Services Agency- Building Maintenance Department
1401 Lakeside, 10th Floor
Oakland, CA 94612
Attn: Richard Lowther

To Contractor: WESTERN STATE DESIGN, INC.
2331 Tripaldi Way
Hayward, CA 94545
Attn: Todd Hryn

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 to provide routine maintenance services for Pellerin Milnor laundry equipment shall not exceed \$157,581.00 payment for services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
21. **SMALL LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION:**

SMALL, LOCAL AND EMERGING BUSINESS (SLEB) PARTICIPATION: Contractor is approved by County to participate in contract without SLEB participation. As a result, there is no requirement to be certified or subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. The approval is based on: SLEB Waiver Number 9634 and Expiration Date 03/31/2027.

However, if circumstances or the terms of the contract should change, Contractor may be required to immediately comply with the County's Small and Emerging Local Business provisions, 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 & Reporting (OCCR).

- e. All SLEB participation, except for SLEB prime contractor, must be tracked and monitored utilizing the Elation compliance System.

County 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 OCCR via e-mail at 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 Paragraph 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 Paragraph 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 Paragraph 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 up to 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 routine maintenance services for Pellerin Milnor laundry equipment with the Specific Requirements set on this Exhibit A, consisting of the following:

Exhibit A-1: Specific Requirements

- a. This Exhibit A has been drafted to include the requirements contained in 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 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, and the scope of work described in the described in Contractor's proposal shall be performed to the greatest extent feasible.
 - b. The 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:

Name	Title	Telephone	Email Address
Dave Johnson	Regional Service Manager	510-786-9271	djohnson@westernstatedesign.com

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 AND DELIVERABLES / REPORTS

1. Responsibility of the Contractor

- a. Contractor shall perform routine maintenance services for Pellerin Milnor laundry equipment and furnish the personnel, materials, and equipment to the provide Maintenance Services for Pellerin Milnor Laundry Equipment.
- b. Contractor shall have a thorough knowledge of routine maintenance services for Pellerin Milnor laundry and perform all services according to the accepted industry standards and in compliance with the latest federal, state, and/or codes.
- c. The contractor shall only use Factory Authorized technicians to perform maintenance and repairs.
- d. All work will be scheduled during regular business hours 7am-3pm, Monday through Friday.
- e. Contractor shall maintain a safe work site while performing work on County property.
- f. Contractor shall adhere to appropriate safety precautions and requirements needed to the assigned job.
- g. Contractor is responsible for all cleanup and disposal of spilled materials.
- h. Contractor shall leave work areas free of all dirt, litter, lubricants, tools or other materials utilized to perform this maintenance.
- i. Contractor shall report any safety hazards, evident misuse or damage to the equipment or environmental problems directly to the County.
- j. Contractor's personnel who perform any work in County detention facilities must successfully pass and maintain to the satisfaction of the Alameda County Sheriff's Office (ACSO) a security and background check performed by ACSO ("Clearance"). This is an individual clearance. Once obtained, this clearance must be renewed on an annual basis.
 - a. Failure to pass, divulge information, or comply with the background process will prohibit an individual from entry into ACSO facilities on behalf of or to perform work for Contractor. If a Clearance is refused for any individual, Contractor shall be notified and Contractor shall provide a replacement suitable to ACSO.

2. Quarterly Preventive Maintenance for Pellerin Milnor laundry machines

Quarterly service consisting of the following work:

Four (4) scheduled Planned Preventative Maintenance yearly visits during the contract term. Number of visits is based on 2080 operating hours annually per each of the 20 machines listed in Exhibit "A-2 Equipment List and Locations. Services shall be conducted quarterly, every 3 months.

This is a secured facility, all visits shall be scheduled in advance.

3. Service Reports

- a. Contractor shall provide a checklist and report for any services performed. Service reports shall include any deficiencies found and a proposal for any recommended repairs. Any repair work will be reviewed by staff.
- b. Contractor shall make recommendations that will improve maintenance cost while not compromising reliability.
 - a. Authorization by County staff is required prior to performing the repair. A quote shall be provided by WSD showing the estimated labor and materials cost, prior to performing any work.
 - b. Prevailing Wage is included in the quarterly preventive maintenance agreement and labor rate.

Exhibit A-2
Equipment List and Locations

Area	Make	Model	Serial No	Number of machines **
Camp Sweeney, 2600 Fairmont Dr, San Leandro, CA 94578				1
	Milnor	3022X8L	502464101	
Juvenile Justice Center, 2500 Fairmont Dr, San Leandro, CA 94578				6
	Milnor	42026X7J	12794471	
	Milnor	30022X5J	502464201	
	Milnor	30022X5J	502464301	
	Cissell	CTO75	602000040	
	Cissell	CTO75	602000041	
	Cissell	CTOO170	n/a	
Santa Rita Jail, 5325 Broder Blvd, Dublin, CA 94568				13
	Milnor	42032X7J	12686858	
	Milnor	42032X7J	12741149	
	Milnor	48040H7R	151115186	
	Milnor	48040H7W	13928224	
	Milnor	48040H7W	13870084	
	Milnor	MLG-170	MC93308371	
	Milnor	MLG-170DR	624004	
	Milnor	MLG-170DR	624005	
	Milnor	MLG-170DR	624006	
	Milnor	MLG-170DR	624007	
	Milnor	MLG-170DR	624008	
	Milnor	MLG-170DR	624009	
	Milnor	MLG-122	MC93308372	

** If a machine is replaced during the contract term, the same preventative maintenance agreement applies to the new item.



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.
2. 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.
3. Invoices will be reviewed for approval by the County, General Services Agency, Building Maintenance Department – East and South County. Quarterly invoices shall include the PO Number and Services Date(s) on all invoices.
 - a. Send all Invoices and Service Reports electronically for payment.
 - i. East County - Santa Rita Combined Shop srcombined.bmd.receipts@acgov.org; or
 - ii. South County - Snedigar Shop snedigar.bmd.receipt@acgov.org.
4. Total payment under the terms of this Agreement will not exceed the total amount of *One Hundred Fifty-Seven Thousand Five Hundred Eighty-One Dollars and no cents (\$157,581.00)*. This cost includes all taxes and all other charges.

* This contract will cover Year 1 - Quarter 3 and Quarter 4 only. Quarter 1 and Quarter 2 are covered on Amendment #1 contract term ending 9/30/2024.

	Year 1	Year 2	Year 3	Total
Preventative Maintenance Agreement (Amount includes all <u>20</u> machines located throughout the County)	10/1/2024-3/31/2025 * \$16,270	4/1/2025-3/31/2026 \$32,176	4/1/2026-3/31/2027 \$34,520	\$82,966
Repairs Estimate (based on prior spend, subject to change)				
Labor	\$3,500	\$7,000	\$8,000	\$18,500
Misc charges	\$670	\$2,000	\$2,500	\$5,170
Materials (estimate)	\$9,000	\$18,000	\$19,000	\$46,000
10.75% Sales Tax	\$968	\$1,935	\$2,043	\$4,945
Repairs estimate total	\$14,138	\$28,935	\$31,543	\$74,615
Total (PM and repair)	\$30,408	\$61,111	\$66,063	\$157,581

Additional Costs	
Labor (per technician hourly rate)	\$ 195.00
Travel Charges (per visit)	\$ 130.00

All labor for Preventative Maintenance Agreement and repairs will be paid Prevailing Wage.

EXHIBIT C

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. The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

TYPE OF INSURANCE COVERAGES		MINIMUM LIMITS
A	Commercial General Liability 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	Commercial or Business Automobile Liability All owned vehicles hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage
C	Workers' Compensation (WC) and Employers Liability (EL) As required by State of California	WC: Statutory Limits EL: No less than \$1,000,000 per accident for bodily injury or disease
D	<p><u>Endorsements and Conditions:</u></p> <ol style="list-style-type: none"> ADDITIONAL INSURED: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain or be endorsed to contain additional insured coverage for the County. DURATION OF COVERAGE: 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 and evidence of insurance must be provided during the entire term of the Agreement and for at least five (5) 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. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work. REDUCTION OR LIMIT OF OBLIGATION: All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects the County, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. 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. INSURER FINANCIAL RATING: Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A: VII or equivalent, shall be admitted to the State of California unless otherwise acceptable 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. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. 	

5. **SUBCONTRACTORS:** 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.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - 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.
 - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to the County in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the provisions of this Agreement and this Exhibit C, in forms satisfactory to County, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The County reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.



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

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: WESTERN STATE DESIGN, INC.

PRINCIPAL: Todd Hryn TITLE: Executive Vice President

SIGNATURE: DocuSigned by:
Todd Hryn
95E2A5BAA4E04D5... DATE: 8/26/2024



REQUEST FOR AUTHORIZATION TO WAIVE SLEB PROGRAM REQUIREMENTS

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 (GSA - BMD), Primary/Secondary contact names (Ryan Gordon, Rachelle Webber), Email addresses, and Telephone numbers ((510)208-9539, (510)272-6543).

2. Recommended Vendor: Western State Design Inc. PO#: n/a REQ#: n/a

Country: United States. Street: 2331 Tripaldi Way, City: Hayward, State: CA, Zip: 94545

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

Form with checkboxes for 'New Contract', 'Renewal', 'Contract Amendment-Term', 'Contract Amendment-', and 'Othe'.

4. Total PO/Contract Value (including increase, \$157,581.00); Increase Value (if \$0.00). Contract Term Start 10/01/2024, End Date 03/31/2027. OR One-Time Purchase checkbox.

5. Goods/Services Procurement Description:

Parts and labor to repair laundry equipment, the servicing and troubleshooting of Pellerin Milnor laundry equipment at various locations in the County.

We are aiming for the 8/6/24 Board date for approval.
amendment to extend the term 6 months to 9/30/24
original SLEB Waiver #20523
PO 34521

6. Brief explanation of why goods/services are

The manufacturer Pellerin Milnor says that only WSD is authorized to work on and troubleshoot their equipment in all of California.

7. Date Goods/Services Needed:

10/01/2024

a. What are the consequences if the date goods/services needed is

Would disrupt washing and drying of clothes for various locations throughout the County.

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%:

Western State Design Inc. is authorized dealer of manufacturer of laundry equipment. (letter attached)

9. IF APPLICABLE: New Sole Source submitted to Procurement

OR Existing Approved Exception on

OR Not

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

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

a. please see attached SS#9973

b. n/a

c. n/a

Supporting Documents:

SS Finding Memo with BOS -
a078W00009gDHri.docx.pdf
Sole Source Piggyback
Questionnaire.docx.pdf
WSD back up paperwork 06 18 24.pdf

DRAFT BOS 08.06.24-WSD BL.docx

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

Yes: No: If No,

Expedite *(Check this box to expedite processing)*

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

DBOND

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

Douglas Bond

Print Name

06/20/2024

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:

ARROYOL

Signed by GSA-Office of Acquisition Policy (Required)

06/20/2024

Date

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