

**COUNTY OF ALAMEDA
STANDARD SERVICES AGREEMENT**

This Agreement, dated as of _____, 2013, is by and between the County of Alameda, hereinafter referred to as the "County", and Starline Supply Co., hereinafter referred to as the "Contractor".

WITNESSETH

Whereas, County desires to obtain janitorial trash can liners which are more fully described in Exhibit A; 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 janitorial trash can liners, 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/Reports
Exhibit B	Payment Terms
Exhibit B-1	Off/Non Contract Discount
Exhibit C	Insurance Requirements – Intentionally Omitted
Exhibit D	Debarment and Suspension Certification
Exhibit E	Plastic Trash Can Liner Recycled Content Certification
Exhibit F	Delivery Locations

The term of this Agreement shall be from December 10, 2013 through December 9, 2016

The compensation payable to Contractor hereunder shall not exceed Five Hundred Forty Nine Thousand dollars (\$549,000) 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

STARLINE SUPPLY CO.

By: _____

Signature

Name: John Glan
(Printed)

Title: Purchasing Agent

Date: 12/11/13

By: _____

Signature

Name: Connie Chereone
(Printed)

Title: Account Rep.

Date: Nov. 26, 2013

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 in 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
1401 Lakeside Drive, Suite 600
Oakland, CA 94612
Attn: Dorothy Killingsworth

To Contractor: Starline Supply Co.
2401 Peralta Street
Oakland, CA 94607
Attn: Connie Cherrone

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 janitorial trash can liners shall not exceed \$549,000 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

21. **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.
- 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) 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.

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 two additional one year terms 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 janitorial trash can liners 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/Reports

- a. This Exhibit A has been drafted to include the requirements contained in the Request for Quotation No. 901139, including any addenda, 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:

COMPANY	ADDRESS	NAME	POSITION	PHONE #	EMAIL
Starline Supply Co.	2401 Peralta St. Oakland, CA 94607	Connie Cherrone	Account Manager	925-989-3111	connie@starlinesupply.com
		Agustina Felix	Customer Services Rep	510-893-7572	info@starlinesupply.com
		Harlan Cain	Purchasing Manager	510-893-7572	harlan@starlinesupply.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

1. Trash Can Liner Specifications

- a. The liners or bags shall be as specified in the Exhibit B – Payment Terms. Sealing shall be achieved by heat or electronic methods of no more than two (2) millimeters (mil) thicknesses of material. The liner or bag shall be constructed in a manner that will not allow odors or contents to escape when properly closed.
- b. The bottom seal dimensions from the outside edges of the liner or bag to the inside of the seam shall be ½ inch (1.270 cm) maximum. The bottom seal dimension from the outside edge to outside of the seam shall be ¼ inch (.635 cm) minimum.
- c. The liners or bags shall have good workmanship. The liners or bags shall be uniformly constructed, free from sharp creases, crinkles and other defects that will affect serviceability. The seam shall be uniform, straight, continuous, and free from gaps and creases.
- d. Code Compliance: Manufacturers selling trash bags in California of 0.70 mil or greater thickness must be in compliance with the State of California Public Resources Code, Sections 42290-42297, which stipulates that they must meet either one of the following:
 - (1) Ensure that its plastic trash bags contain a quantity of recycled plastic post-consumer material equal to at least 10 percent of the weight of the regulated bags, or
 - (2) Ensure that at least 30 percent of the weight of material used in all of its plastic products intended for sale in California is recycled plastic post-consumer material. Manufacturers must either be listed as in compliance on the California Department of Resources Recycling and Recovery (CalRecycle) Summary of Compliance with Plastic Trash Bag Certification Requirements found at <http://www.calrecycle.ca.gov/buyrecycled/TrashBags/ComplyList/>, or show other official proof from the State that they are in compliance. Manufacturers or wholesalers listed as non-compliant at this website will be disqualified unless appropriate documentation of certification is provided.

2. Specific Contractor Requirements

- a. Contractor shall ensure that all items ordered shall be packaged individually for each of the ordering departments, marked for that department, and delivered to the designated County location.
- b. There will be no changes to any of the liners or bags delivered throughout the Contract term, unless the County has given the Contractor written permission to change the product.
- c. Delivery Requirements
 - (1) Contractor shall make inside deliveries to various County designated locations. Refer to Exhibit E - Delivery Locations, for a list of delivery locations.
 - (2) Contractor shall make deliveries to various County designated locations by or before 10:00 AM PST, or as stated on Exhibit E – Delivery Locations.
 - (3) All deliveries must be on pallets, or as specified by the department.
 - (4) Contractor shall be responsible for removing pallets used for deliveries.
 - (5) Contractor shall provide employees who can unload and deliver all liners inside all the facilities.
 - (6) The driver(s)/delivery person shall be responsible for any equipment required to unload or move any of the liners for inside delivery. The County will not be responsible for unloading any deliveries or providing any equipment to the driver(s)/delivery person.
 - (7) Each individual box cannot weigh more than 50 pounds.
- d. Contractor shall package orders in accordance with the terms of agreed to with the County, and to secure material from breakage and pilferage. Each order shall have a copy of a packing slip attached. The packing slip shall be displayed, as to show the Department's name, "ship to" location, contact person, Purchase Order (PO) number, or Blanket Purchase Order (BPO) number.

- e. If there are any problems with the delivered liners or bags, the County will return the delivered items at no additional cost and at any time, no matter how long ago the liners were shipped, as long as it falls in the Contract term. Contractor will be responsible for the return shipping cost of any delivered liners that do not meet the specifications.
- f. Contractor shall be required to supply all contract items exactly as ordered. Items not immediately available (back-orders) shall be so indicated on the packing slip by the Contractor. Back-ordered items shall be delivered no longer than five (5) business days from receipt of order. Item substitutions are not allowed. In the event that back-ordered items cannot be filled within the above time frame, Contractor shall immediately purchase these items from a local source and deliver them to the end user at contract pricing. No additional charges will be allowed.

3. Product Certification:

Contractor shall provide Exhibit F – Plastic Trash Can Liner Recycled Content Certification, a statement signed by a corporate officer of the manufacturing entity, certifying the accuracy of the post-consumer recycled content, and the total recycled content of the products, throughout the term of the Contract and any extensions. In the event that a product substitution is necessary, a certification for the proposed product, signed by the manufacturer, shall be provided to the County by the Contractor within 30 days of proposed substitution.

4. Labeling:

Product packaging shall be labeled to indicate the percentage of post-consumer recycled content for the products contained within the package.

5. Off/Non Contract Products

Off-contract products are those products without fixed contract pricing. This discount will be valid for the duration of any agreement, and will apply to any and all trash can liners or bags ordered from the Contractor's catalog(s) whether they be in print form or items available for ordering online. Contractor shall provide County the maximum discount possible from their catalog list price to match or improve on competitor's retail prices for same exact product required by County. The primary objective is for each Contractor to provide its entire catalog(s) of products for the specific bid category they are awarded so that County agencies may order a broad range of products as appropriate for their needs with exceptions noted as excluded items.

EXHIBITA-2 DELIVERABLES/REPORTS

1. Contractor shall provide electronic quarterly usage reports to the County of Alameda Sustainability Department. The reports shall be provided to the County at no charge at designated intervals, as well as by request, and shall include all purchases made as a result of this contract. These reports shall be submitted in Microsoft Excel soft copy. Two (2) reports shall be provided:
 - a. Detailed Quarterly Usage Report with per transaction detail, and
 - b. Quarterly Summary Report of all activity providing usage information per product for the quarter.

The County will work with the Contractor to finalize the format of these reports. The County reserves the right to make changes to the report and to request additional information, if deemed necessary.

The County may, upon its discretion, request that these reports be submitted as hard copy. These reports will be issued within two business weeks of the close of the previous quarter. Electronic and/or hard copies of these reports shall be sent to additional County business units upon request. Ad hoc reports shall be provided by the Contractor as required at no additional cost.

A description of these reports are as follows:

(1) Detailed Quarterly Usage Report

The report shall be formatted so that it can be sorted on any of the categories below, and shall be submitted sorted chronologically by order date. Each line shall contain the required data for a single transaction. The total shall be per line, not a running total. No breaks or subtitles within the data set that would compromise the ability to sort the data are allowed. All data shall be provided on one excel spreadsheet.

- (a) Order Date
- (b) Purchasing organization (department/agency)
- (c) Delivery location
- (d) Date order delivered
- (e) Item part number and description
- (f) Percentage of post-consumer content in item
- (g) Item description
- (h) Individual product per unit (e.g. # rolls/carton)
- (i) Unit cost

- (j) Units purchased
- (k) Total order cost

(2) Quarterly Summary Report

For each item type purchased the quarterly summary report shall include:

- (a) A summary of the total quantities and costs purchased during the quarter and year-to-date by each County department; and
- (b) The summary shall contain a description of the product, and shall include the percentage of post-consumer recycled content and whitening technology, if applicable.

The Contractor shall be responsible for assuring the accuracy of the aforementioned reports.

EXHIBIT B
PAYMENT TERMS

- County will use its best efforts to make payment to Contractor upon successful delivery of the janitorial trashcan liners within thirty (30) days upon receipt and approval of invoice.
- Invoices will be reviewed for approval by the County by each department.
- Total payment under the terms of this Agreement will not exceed the total amount of \$549,000. This cost includes all taxes and all other charges.

DESCRIPTION	BRAND/ ITEM #	POST CONSUMER CONTENT (%)	UOM	CASE QTY	UNIT COST		
					YEAR 1	YEAR 2	YEAR 3
15x8x24 (the measurements can be + 1 inches), 1.5 mil; Gusseted; Low density; clear; Recycled content: minimum 10% post-consumer materials	Metro	10%	Case	500 liners/case	\$28.47	\$30.95	\$33.64
36x60 or 22x14x60 (the measurements can be + 1 inches); 2 mil; Low density; clear; Gusseted; Recycled content: minimum 10% post-consumer materials	Metro	10%	Case	100 liners/case	\$29.67	\$32.25	\$35.05
33x2x39 or 21x12x39(the measurements can be + 1 inches); 2 mil; Gusseted; Low density Recycled content: clear; minimum 10% post-consumer materials	Metro	10%	Case	250 liners/case	\$44.21	\$48.05	\$52.23
40x48 (the measurements can be + 1 inches); 2 mil; Low density; Flat; clear; Recycled content: minimum 10% post-consumer materials	Metro	10%	Case	100 liners/case	\$26.34	\$28.63	\$31.12
32x2x36 or 20x12x36(the measurements can be + 1 inches); 2 mil; Gusseted; Low density Recycled content: clear; minimum 10% post-consumer materials	Metro	10%	Case	250 liners/case	\$39.52	\$42.96	\$46.70

EXHIBIT B-1
OFF/NON CONTRACT DISCOUNT

This discount must be valid for the duration of any agreement, and will apply to any and all trashcan liners ordered from the Contractor's catalog(s) whether they are in print form or items available for ordering online. Contractor shall provide County the maximum discount possible from their catalog list price to match or improve on competitor's retail prices for same exact product required by County.

Product	Discount off List Price
Trash Can Liners	30%

EXHIBIT C
INSURANCE REQUIREMENTS

Intentionally Omitted

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: STARLINE Supply Co.
PRINCIPAL: Julie Fishman TITLE: President
SIGNATURE: Julie Fishman DATE: Nov. 26, 2013



EXHIBIT E

PLASTIC TRASH CAN LINER RECYCLED CONTENT CERTIFICATION

Instructions: Complete one line for each product bid. Make additional copies of this form as required. A corporate officer of the manufacturing entity must certify the accuracy of the information provided by signing this form. In the event that a product is discontinued or no longer made available to the County by the manufacturer, it is the responsibility of the manufacturer to provide notice to the contractor and the County. Any product substitution shall be subject to review and acceptance by the County. A signed certification of post-consumer recycled content will be required from the manufacturer as a condition of acceptance by the County.

ITEM NO.	Proposed Brand/ Part Number	DESCRIPTION	Post-Consumer Recycled Content	Total Recycled Content
1	METRO	15x8x24 Clear Liners 1.5 mil 500/cs	10%	90%
2	METRO	22x14x60 Clear Liners 2 mil 100/cs	10%	90%
3	METRO	21x12x39 Clear Liners 2 mil 250/cs	10%	90%
4	METRO	40x48 Clear Liners 2 mil 100/cs	10%	90%
5	METRO	20x12x36 Clear Liners 2 mil 250/cs	10%	90%

The bidder certifies under penalty of perjury the following:

- The recycled content of the product(s) to be furnished to the County contains the percentages of recycled materials listed above and that all the information provided is correct.
- The plastic bags to be provided to the County are manufactured in compliance with the State of California Public Resources Code, Section 42290 through 42297 and the regulations of the California Integrated Waste Management Board (CIWMB), regarding the minimum post-consumer recycled content required in the manufacturing and sale of plastic trash bags.
- The products we are proposing to supply are not manufactured with and do not contain, use, or generate PBTs.

Print Name/Title: SALLY LAU / Purchasing Mgr.

Company Name: METRO

Signature: [Signature]

Date: 8-1-13

EXHIBIT F
DELIVERY LOCATIONS

DELIVERY LOCATION				DELIVERY DAY	DELIVERY TIME
GSA-BMD	Juvenile Justice Center	2500 Fairmont Dr.	San Leandro	1st week of month	Before 10am
Probation	Juvenile Justice Center	2501 Fairmont Dr.	San Leandro	1st week of month	Before 10am
GSA-BMD		224 W. Winton St.	Hayward	1st week of month	Before 10am
Health Care Svcs.	Public Health	499 5th St.	Oakland	1st week of month	Before 10am
GSA-BMD	Superior Court	1225 Fallon St.	Oakland	1st week of month	Before 10am
GSA-BMD		1401 Lakeside Dr.	Oakland	1st week of month	Before 10am
Sheriff's Office	Santa Rita Jail	5325 Border Blvd.	Dublin	Deliveries are made as needed	
GSA-BMD	Santa Rita Jail	5325 Border Blvd.	Dublin	1st week of month	Before 10am
GSA-BMD	Admin Building	1221 Oak St.	Oakland	1st week of month	Before 10am
GSA-BMD	Law Library	125 12th St.	Oakland	1st week of month	Before 10am
GSA-BMD		1106 Madison St.	Oakland	1st week of month	Before 10am
GSA-BMD	Castro Valley Library	3600 Norbridge Ave.	Castro Valley	1st week of month	Before 10am
GSA-BMD		8477 Enterprise Dr.	Oakland	1st week of month	Before 10am
GSA-BMD		393 13 th St.	Oakland	1st week of month	Before 10am
Social Services		2000 San Pablo Ave.	Oakland	1st week of month	Before 10am
GSA-BMD	San Lorenzo Library	395 Paseo Grande Blvd.	San Lorenzo	1st week of month	Before 10am

*County reserves the right to modify this list at any time, without prior notice.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement ("First Amendment") is made by the County of Alameda ("County") and Starline Supply Co., ("Contractor") with respect to that certain agreement for which goods/services started on December 10, 2013, executed by the vendor on November 26, 2013 and by the County on December 11, 2013, (referred to herein as the "Contract") pursuant to which Contractor provides janitorial trash can liners 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. In consideration for Contractor's additional goods/services, the County shall pay Contractor in an additional amount not to exceed Twelve Thousand dollars (\$12,000). As a result of these additional goods/services the not to exceed amount has increased from Five Hundred Forty Nine Thousand dollars (\$549,000) to Five Hundred Sixty One Thousand dollars (\$561,000) over the term of the Agreement and any amendments.
4. 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 goods/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

janitorial trash can liners shall not exceed \$561,000 payment for goods/services provided hereunder prior to the effective date of said suspension, termination, or abandonment.

5. A Revised Exhibit F, Delivery Locations, is attached to this Amendment
6. 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 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.
7. Except as expressly modified by this First Amendment, all of the terms and conditions 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

STARLINE SUPPLY CO.

By:  _____
Signature

By:  _____
Signature

Name: John Glann
(Printed)

Name: CONNIE CHERONE
(Printed)

Title: Purchasing Agent

Title: SALES MANAGER

Date: 12/30/15

Date: 12-27-2015

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.

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: Starline Supply Co.
PRINCIPAL: Connie Charrone TITLE: Sales Manager
SIGNATURE: [Signature] DATE: 12-27-15

REVISED EXHIBIT F
DELIVERY LOCATIONS

DELIVERY LOCATION				DELIVERY DAY	DELIVERY TIME
GSA-BMD	Juvenile Justice Center	2500 Fairmont Dr.	San Leandro	1st week of month	Before 10am
Probation	Juvenile Justice Center	2500 Fairmont Dr.	San Leandro	Deliveries are made as needed	
Probation	Juvenile Justice Center	2501 Fairmont Dr.	San Leandro	1st week of month	Before 10am
GSA-BMD		224 W. Winton St.	Hayward	1st week of month	Before 10am
Health Care Svcs.	Public Health	499 5th St.	Oakland	1st week of month	Before 10am
GSA-BMD	Superior Court	1225 Fallon St.	Oakland	1st week of month	Before 10am
GSA-BMD		1401 Lakeside Dr.	Oakland	1st week of month	Before 10am
Sheriff's Office	Santa Rita Jail	5325 Border Blvd.	Dublin	Deliveries are made as needed	
GSA-BMD	Santa Rita Jail	5325 Border Blvd.	Dublin	1st week of month	Before 10am
GSA-BMD	Admin Building	1221 Oak St.	Oakland	1st week of month	Before 10am
GSA-BMD	Law Library	125 12th St.	Oakland	1st week of month	Before 10am
GSA-BMD		1106 Madison St.	Oakland	1st week of month	Before 10am
GSA-BMD	Castro Valley Library	3600 Norbridge Ave.	Castro Valley	1st week of month	Before 10am
GSA-BMD		8477 Enterprise Dr.	Oakland	1st week of month	Before 10am
GSA-BMD		393 13 th St.	Oakland	1st week of month	Before 10am
Social Services		2000 San Pablo Ave.	Oakland	1st week of month	Before 10am
GSA-BMD	San Lorenzo Library	395 Paseo Grande Blvd.	San Lorenzo	1st week of month	Before 10am

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (“Second Amendment”) is made by the County of Alameda (“County”) and Starline Supply Co., (“Contractor”) with respect to that certain agreement for which services started on December 10, 2013, executed by the vendor on November 26, 2013 and by the County on December 11, 2013, and that certain First Amendment to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides janitorial trash can liners 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 Second Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 9, 2016.
4. In consideration for Contractor’s additional goods, the County shall pay Contractor in an additional amount not to exceed Fifteen Thousand dollars (\$15,000). As a result of these additional services the not to exceed amount has increased from Five Hundred Sixty One Thousand dollars (\$561,000) to Five Hundred Seventy Six Thousand dollars (\$576,000) over the term of the Agreement and any amendments.

5. 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 goods/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 janitorial trash can liners shall not exceed \$576,000 payment for goods/services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Second 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 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.

7. Except as expressly modified by this Second Amendment, all of the terms and conditions 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

STARLINE SUPPLY CO.

By:  _____
Signature

Name: John Glann
(Printed)

Title: Purchasing Agent

Date: 8/16/16

By:  _____
Signature

Name: Julie Fishman
(Printed)

Title: President

Date: 8/11/16

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.

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: Starline Supply of Oakland
PRINCIPAL: Julie Fishman TITLE: President
SIGNATURE: Julie Fishman DATE: 8/11/16

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement ("Third Amendment") is made by the County of Alameda ("County") and Starline Supply Co., ("Contractor") with respect to that certain agreement for which services started on December 10, 2013, executed by the vendor on November 26, 2013 and by the County on December 11, 2013, and that certain First and Second Amendment to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides janitorial trash can liners 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 Third Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Third Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on December 9, 2016.
4. In consideration for Contractor's additional goods, the County shall pay Contractor in an additional amount not to exceed Fifty Thousand dollars (\$50,000). As a result of these additional services the not to exceed amount has increased from Five Hundred Seventy Six Thousand dollars (\$576,000) to Six Hundred Twenty Six Thousand dollars (\$626,000) over the term of the Agreement and any amendments.

5. 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 goods/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 janitorial trash can liners shall not exceed \$626,000 payment for goods/services provided hereunder prior to the effective date of said suspension, termination, or abandonment.

6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Third 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.

7. Except as expressly modified by this Third Amendment, all of the terms and conditions 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

STARLINE SUPPLY CO.

By:  Signature

Name: John Glann
(Printed)

Title: Purchasing Agent

Date: 9/1/16

By:  Signature

Name: Julie Fishman
(Printed)

Title: President

Date: 8/29/2016

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.

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: Starline Supply of Oakland
PRINCIPAL: Julie Fishman TITLE: President
SIGNATURE: Julie Fishman DATE: 8/29/2016

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement ("Fourth Amendment") is made by the County of Alameda ("County") and Starline Supply Co., ("Contractor") with respect to that certain agreement for which services started on December 10, 2013, executed by the vendor on November 26, 2013 and by the County on December 11, 2013, and that certain First, Second, and Third Amendments to Contract, (collectively referred to herein as the "Contract") pursuant to which Contractor provides janitorial trash can liners 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 Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County ("Effective Date").
3. The term of the Agreement is currently scheduled to expire on December 9, 2016. As of the Effective Date, the term of the Agreement is extended through December 9, 2018.
4. In consideration for Contractor's additional services, the County shall pay Contractor in an additional amount not to exceed Six Hundred Eleven Thousand Five Hundred Forty dollars (\$611,540). As a result of these additional services the not to exceed amount has increased from Six Hundred Twenty-Six Thousand dollars (\$626,000) to One Million Two Hundred Thirty-Seven Thousand Five Hundred Forty dollars (\$1,237,540) over the term of the Agreement and any amendments.

5. 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 goods/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 janitorial trash can liners shall not exceed \$1,237,540 payment for goods/services provided hereunder prior to the effective date of said suspension, termination, or abandonment.
6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Fourth 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.

7. Except as expressly modified by this Fourth Amendment, all of the terms and conditions 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

STARLINE SUPPLY CO.

By: 
Signature

By: 
Signature

Name: John Glann
(Printed)

Name: Julie Fishman
(Printed)

Title: Purchasing Agent

Title: President / owner

Date: 10/18/2016

Date: Oct 11, 2016

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.

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: Starline Supply of Oakland
PRINCIPAL: Solie Fishman TITLE: President / owner
SIGNATURE: [Signature] DATE: Oct 16, 2016

EXHIBIT E

**COUNTY OF ALAMEDA
CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

County project managers will provide a special access code to contractors and subcontractors participating in this contract to allow use of the Elation Systems free of charge.

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within five business days in the System, immediately enter payments made to subcontractors, and ensure that subcontractors confirm they received payments within five business days in the System. Subcontractors shall confirm their payments received from the prime contractor within five business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County should schedule a representative from their office/company, along with each of their subcontractors, to attend training. For the training schedule, please call Elation Systems at (925) 924-0340.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.

EXHIBIT O
COUNTY OF ALAMEDA

RFQ No. 901139
for
Janitorial Trash Can Liners

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Starline Supply of Oakland

PRINCIPAL: Solue Fishman TITLE: President / owner

SIGNATURE: [Signature] DATE: Oct 11, 2016

FIFTH AMENDMENT TO AGREEMENT

This Fifth Amendment to Agreement (“Fifth Amendment”) is made by the County of Alameda (“County”) and Starline Supply Co., (“Contractor”) with respect to that certain agreement for which services started on December 10, 2013, executed by the vendor on November 26, 2013 and by the County on December 11, 2013 and that certain First, Second, Third, and Fourth Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides janitorial trash can liners 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 Fifth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Second Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on December 9, 2018. As of the Effective Date, the term of the Agreement is extended through June 9, 2019.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed One Hundred Forty-Six Thousand dollars (\$146,000). As a result of these additional services the not to exceed amount has increased from One Million Two Hundred Thirty-Seven Thousand Five Hundred Forty dollars (\$1,237,540) to One Million Three Hundred Eighty-Three Thousand Five Hundred Forty dollars (\$1,383,540) over the term of

the Agreement and any amendments.

5. 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 goods/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 janitorial trash can liners shall not exceed \$1,383,450 payment for goods/services provided hereunder prior to the effective date of said suspension, termination, or abandonment
6. DEBARMENT AND SUSPENSION CERTIFICATION:
 - a. By signing this Fifth 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 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.

7. Except as expressly modified by this Fifth Amendment, all of the terms and conditions 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

STARLINE SUPPLY CO.

By: DocuSigned by:
John Glann
EB371BC6D6094BF. Signature

By: DocuSigned by:
Connie Cherrone
4E9228EF7B8A073 Signature

Name: John Glann
(Printed)

Name: Connie Cherrone
(Printed)

Title: Purchasing Manager

Title: Sales Manager

Date: 12/7/2018

Date: 12/7/2018

By: DocuSigned by:
Kimberly Gasaway
BB3D9AF6ACCD422 Signature

Name: Kimberly Gasaway
(Printed)

Title: Chief Deputy, Administration

Date: 12/7/2018

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.

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: Starline Supply Co.

PRINCIPAL: Connie Cherrone TITLE: Sales Manager

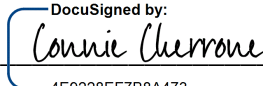
SIGNATURE:  DATE: 12/7/2018
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EXHIBIT O
COUNTY OF ALAMEDA

RFQ No. 901139
for
Janitorial Trash Can Liners

THE IRAN CONTRACTING ACT (ICA) OF 2010
For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.


By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: Starline Supply Co.

PRINCIPAL: Connie Cherrone

TITLE: Sales Manager

SIGNATURE: 
4E9228EF7B8A473...

DATE: 12/7/2018



December 10, 2013

To: Aki Nakao, Director, General Services Agency
From: Jennifer Ngo, Contracts Specialist II
Via: Pedro Valencia, Deputy Director, General Services Agency
Subject: REQUEST FOR APPROVAL TO AWARD CONTRACT FOR
JANITORIAL TRASH CAN LINERS, REQUEST FOR QUOTATION
NO. 901139; AMOUNT: \$549,000.

RECOMMENDATION:

Award and execute Master Contract No. 901139, Procurement Contract No. 9471 with Starline Supply Co. (Principal: Connie Cherrone; Location: Oakland), to provide janitorial trash can liners to the Alameda County General Services Agency (GSA), Building Maintenance Department (BMD), Probation Department (Probation), Public Works Agency (PWA), and the Sheriff's Office (ACSO). The contract term shall begin approximately 12/10/2013 and end approximately 12/9/2016, in the amount of \$549,000, with the option to renew, by mutual consent for up to two additional years.

DISCUSSION/SUMMARY:

BMD is responsible for maintaining 166 owned or leased facilities. These buildings include offices, detention facilities, the Veteran's Memorial buildings, firing ranges, parking structures and training facilities. BMD provides the services required to assure clean, safe, and functionally operative facilities.

Other departments and agencies, such as the Probation Department and the Sheriff's Office also require janitorial trash can liners for their service needs.

SELECTION CRITERIA/PROCESS:

BMD, Probation, PWA, and ACSO worked with GSA Purchasing to develop and issue a Request for Quotation (RFQ) issued on June 3, 2013; posted on the website for 60 days; sent to the 27 vendors and 2,734 subscribers to the E-Gov Goods and Services – Current

Contract Opportunities mailing service. Two networking/bidder's conferences were held and attended by one vendor.

On August 2, 2013, seven responses to the RFQ were received. Five vendors were disqualified. Bron Tapes of California, Inc. and P&R Paper Supply Co., Inc. were disqualified for failure to comply with the County's SLEB subcontracting requirement. Medtec Health Care Products Inc. was disqualified for failure to submit samples requested pursuant to the RFQ. JC Paper was disqualified for failure to submit third party certification verifying that all liners proposed meet the standards for size and thickness and failure to submit samples requested pursuant to the RFQ.

Starline Supply Co., a certified small business, will be awarded this contract for all liners. Starline Supply Co. is the lowest responsible vendor that submitted a proposal. The following is the evaluation summary:

EVALUATION SUMMARY

Vendor	Location	Local	SLEB	Actual Cost	Evaluation Cost
Starline Supply Co.	Oakland, CA	Y	Y	\$548,135	\$493,322
D2 Distributors, LLC	San Diego, CA	N	N	\$526,174	\$526,174
Interline Brand, Inc. dba CleanSource	San Jose, CA	N	N	\$622,152	\$622,152

FUNDING:

Appropriations for this contract are included in the Building Maintenance Department, Public Works Agency, Probation Department and Sheriff's Office FY 2013-14 Approved Budget and will be requested in future budget years. No additional appropriations are necessary and there will be no increase in net County cost.

Approved By:

Director, GSA
Over \$100,000


Signature

12/10/13
Date