



County of Santa Clara

Office of the County Executive

Procurement Department

150 West Tasman Drive

San Jose, CA 95134

Telephone 408-491-7400 • Fax 408-491-7496

SECOND AMENDMENT TO AGREEMENT CW2238890 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND A2Z FILING SYSTEMS

This is the Second Amendment to the Agreement between the County of Santa Clara (“County”) and A2Z Filing Systems (“Contractor”) entered into on November 16, 2020 to provide High Temperature Labels for the County.

This Agreement is amended as follows effective September 8, 2022:

1. EXHIBIT B-1, “PRODUCT PRICING SUMMARY”, is hereby deleted in its entirety and replaced with EXHIBIT B-2, “PRODUCT PRICING SUMMARY”.
2. EXHIBIT A, “COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS”, is hereby revised to read as follows:

a) Section 13 is deleted in its entirety and replaced with the following:

13. PAYMENT

The County’s standard payment term shall be Net Thirty (30), unless otherwise agreed to by the parties. Payment shall be due Net Thirty (30) days from the date of receipt and approval of correct and proper invoices. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic funds transfer.

b) Section 66 is added as follows:

66. COVID-19 REQUIREMENTS (IF APPLICABLE)

Contractor shall comply with all County requirements relating to COVID-19 for persons who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County, including but not limited to vaccination, as applicable and periodically updated, and available at <https://procurement.sccgov.org/doing-business-county/contractor-vaccinations> and incorporated herein by this reference. If applicable, Contractor shall complete the Contractor Certification of Compliance with COVID-19 Vaccine Requirements (“Certification”), attached hereto as Exhibit G. Contractor shall comply with the requirements of this Section for the entire term of this Agreement.

Contractor shall comply with all reasonable requests by County for documentation demonstrating Contractor’s compliance with this Section. Failure by Contractor to comply with any of the requirements of this Section (including but not limited to vaccination and masking requirements and completion and submittal of the Certification) is a material breach of this Agreement, and the County may, in its sole discretion terminate this Agreement immediately or take other action as the County may determine to be appropriate.

- 3. Add EXHIBIT G, “CONTRACTOR CERTIFICATION OF COMPLIANCE WITH COVID-19 VACCINE REQUIREMENTS”, attached hereto and incorporated herein by this reference.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

Prepared by Justin Singleton, Buyer III, at (408) 491-7466 or justin.singleton@prc.sccgov.org.

Administered by Justin Singleton, Buyer III, at (408) 491-7466 or justin.singleton@prc.sccgov.org and Juan-Carlos Aguila, Buyer II, at (408) 491-7456 or juan-carlos.aguila@prc.sccgov.org.

The Agreement as amended constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

By signing below, signatory warrants and represents that he/she executed this Amendment in his/her authorized capacity, that he/she has the authority to bind the entity listed below to contractual obligations and that by his/her signature on this Amendment, the entity on behalf of which he/she acted, executed this Amendment.

COUNTY OF SANTA CLARA

DocuSigned by:
Caroline Kho 9/7/2022
2B882DFCD86B4D2...
For: Director of Procurement Date

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:
Robert Nakamae 9/7/2022
797E74E07E8345C...
Robert Nakamae Date
Deputy County Counsel

CONTRACTOR

DocuSigned by:
Angie Ghiraldini
By: 94B3070ADA474BC...
Print: Angie Ghiraldini
Title: owner
Date: 9/7/2022

Exhibit B-2
Product Pricing Summary

Contractor to provide high temperature labels to County as requested on an as-needed basis. The County does not guarantee, whether expressed or implied, ordering any estimated quantity, but reserves the right to order at a quantity deemed necessary.

Shipping: Unless otherwise stated and agreed upon by County department for a specific order, all shipments by contractor to County will be FOB Destination, freight prepaid and allowed. Any other charges including, but not limited to expedited shipping, handling, and other surcharges not already included in the cost of the Products shall be indicated as a separate line item in the quotation provided to the County Department.

Allowable annual price increase for each contract term. However, a price increase must be submitted with valid justification through supporting documents at least thirty (30) days before the date when the price change becomes effective. Price increases are subject to the County's final approval.

This list may be modified if, and when, needed.

Item #	Description	Unit of Measure	Unit Price
1	High Temperature Labels	Case	\$82.50

EXHIBIT G
**CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS**
(Version Effective April 1, 2022)

Contractor Information:

Contractor name:

A2Z Filing Systems

Name of Contractor representative:

Angie Ghiraldini

Contractor phone number:

415 898 7476

Contractor email address:

Angie@A2ZFilingSystems.com

Contractor Certification. On behalf of Contractor, I hereby certify that:

1. Contractor has reviewed and is in compliance with all current County requirements regarding COVID-19 vaccination applicable to contractor’s employees working at County facilities, including but not limited to the requirements in the County’s memorandum regarding COVID19 Vaccine Requirement for County Personnel (“County Vaccine Policy”), the County’s memorandum regarding Application of COVID-19 Vaccination Requirement to County

Contractors, Interns, and Volunteers, all current State and County Health Officer orders, and any other County requirements. These memoranda and current County policies are accessible at <<https://procurement.sccgov.org/doing-business-county/contractor-vaccinations>>.

Contractor understands that it is responsible for reviewing and maintaining compliance with all subsequent revisions or amendments to State and County orders and requirements regarding COVID-19.

2. As of the date signed below:

- a. Contractor understands that it must confirm, and has confirmed, that all of contractor’s workers (including any subcontractor workers) who routinely perform services for the County onsite and share airspace with or proximity to other people at a County facility as part of their services for the County¹ are:

- i. Fully vaccinated against COVID-19 and up-to-date on any boosters for which they are eligible as defined and required in the County Vaccine Policy; **or**

¹ As established in the County’s Memorandum Regarding Application of COVID-19 Vaccination Requirement to County Contractors, Interns, and Volunteers, contractors performing work at closed construction sites are not required to comply with the County’s vaccination requirements, but must comply with all applicable federal, state, and local public health laws, including but not limited to vaccination, testing, and masking requirements.

- ii. Have a legally sufficient and approved medical, disability, or religious exemption from vaccination that has been granted by contractor.
- b. Contractor has verified and will continue to verify the vaccination status of all staff working on site at any County facility, and has obtained proof of vaccination from its staff in a form consistent with the California Department of Public Health’s Vaccine Records Guidelines and Standards.
- 3. If contractor seeks to send any workers who are not fully vaccinated and up-to-date on boosters for which they are eligible to work indoors at any County facility because the contractor has granted them an exemption, contractor shall notify the County in writing by providing a list of any such workers to the COVID-19 Designee for the department that manages the facility where the contractor personnel will be working at least 96 hours in advance of any such worker arriving onsite so that the department has sufficient time to determine whether it will approve the contractor’s requests that its personnel work onsite and, if approved, can ensure that the contractor has complied with all applicable COVID-19 safety requirements for unvaccinated individuals, including, where applicable, regular testing and the use of a fit-tested N95 mask.²Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite. Regardless of exemption status, personnel who are not fully vaccinated and up-to-date on boosters for which they are eligible may not work in high-risk roles at County facilities.
- 4. If any of contractor’s workers are noncompliant with vaccination or testing requirements, contractor will notify the County Department for which they are providing services immediately and will not permit those workers to go onsite at a County facility without express written permission from the County.
- 5. Contractor will comply with all reasonable requests by the County for documentation demonstrating the contractor’s compliance with this Certification.


I verify the truth and accuracy of the statements in this Certification under penalty of perjury under the laws of the State of California.

Angie Ghiraldini

owner

Name of authorized representative of Contractor

Title

DocuSigned by:

 94B3070ADA474BC

9/7/2022

Signature

Date

² If contractor sends workers who are not fully vaccinated and up-to-date on boosters for which they are eligible, it is contractor’s obligation to ensure that it has any necessary authorization under the California Confidentiality of Medical Information Act, Cal. Civ. Code §§ 56 *et. seq.*, and under any other laws to share this information with the County.