



County of Santa Clara

Office of the County Executive
Procurement Department
130 West Tasman Drive
San Jose, CA 95134
Telephone 408-491-7400

SECOND AMENDMENT TO AGREEMENT # CW2239583 BY AND BETWEEN THE COUNTY OF SANTA CLARA AND WESTERN STATES OIL COMPANY

This is the Second Amendment to the Agreement between the County of Santa Clara ("County") and Western States Oil Company ("Contractor") entered into on January 12, 2021 to provide Ultra-Low Sulfur Diesel and Renewable Diesel 4001 to 6000 Gallons and Big Tanks to the County.

This Agreement is amended as follows effective September 15, 2023:

1. Key Provision, AGREEMENT TERM, on page # 1 is hereby revised to read as follows:

This Agreement commences on January 12, 2021 and expires on January 11, 2025, with one (1) one-year option to extend the term which may be exercised in the County's sole and absolute discretion (subject to the termination provisions set forth below).

2. Key Provision, AUTHORIZED USERS, on page # 1 is hereby revised to read as follows:

1. Facilities and Fleet (FAF)
2265 Junction Ave
San Jose, CA 95131
2. Parks and Recreation Department (PRK)
298 Garden Hill Dr
Lost Gatos, CA 95032
3. County of Santa Clara Health System (CSCHS):
 - a) Santa Clara Valley Medical Center
751 South Bascom Ave
San Jose, CA 95128
 - b) O' Connor Hospital
2105 Forest Ave
San Jose, CA 95128

c) St. Louise Regional Hospital
9400 No Name Uno
Gilroy, CA 95020

d) De Paul Health Center
18550 Depaul Dr #109
Morgan Hill, CA 95037

3. Key Provision, COUNTY CONTRACT ADMINISTRATORS, on page #2 is hereby revised to read as follows:

Samuel Hirsch, Procurement Contracts Specialist
(408) 491-7485; samuel.hirsch@prc.sccgov.org

Ralph Murrieta, Buyer I
(408) 491-7489; ralph.murrietajr@prc.sccgov.org

4. Add the following provision to EXHIBIT A, "COUNTY OF SANTA CLARA STANDARD TERMS AND CONDITIONS," as follows:

68. 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 F. 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.

5. Add EXHIBIT F, "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 Lisa Plascencia Buyer II at (408) 491-7439 or
lisa.plascencia@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

DS

ck

DocuSigned by:

Matthew Hada

9/13/2023

CEA090A27EB84EA...

Matthew Hada

Date

Director of Procurement

CONTRACTOR

DocuSigned by:

Robin Jackson

92CB77D58FC94D6...

By:

Print: Robin Jackson

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:

Robert Nakamae

9/13/2023

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Robert Nakamae

Date

Deputy County Counsel

Title: Director of Sales

Date: 9/13/2023

EXHIBIT F
CONTRACTOR CERTIFICATION OF COMPLIANCE WITH
COVID-19 VACCINE REQUIREMENTS
(Version Effective September 27, 2022)

Contractor Information:

Contractor name:	Name of Contractor representative:
Western States Oil	Robin Jackson
Contractor phone number:	Contractor email address:
510-505-4647	rjackson@lubeoil.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 personnel working at County facilities, including but not limited to the requirements in the County's memorandum regarding COVID-19 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 personnel (including any subcontractor personnel) who routinely perform services for the County onsite and share airspace with or proximity to other people at an indoor County facility as part of their services for the County¹ are:
 - i. Fully vaccinated against COVID-19 as defined and required in the County Vaccine Policy;² 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 any vaccination, testing, and masking requirements.

² County departments are required by law to implement any State-issued requirements, including ones that are more restrictive than the County's internal policies. As of the date of this policy, the California Department of Public Health (CDPH) requires that workers in health care facilities, as well as specified workers in custodial settings, obtain a COVID-19 booster dose. Thus, contractor personnel subject to this CDPH booster requirement are expected to comply with it, in addition to the County's policy. The exemption process in Section C of the County Vaccine Policy shall apply to any requests for exemption from the State booster requirement.

- 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 personnel who are not fully vaccinated 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 personnel 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 personnel 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.³ Notice must be separately provided to each department that manages a facility where contractor seeks to assign personnel to work onsite.
- 4. If any of contractor's personnel 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 personnel 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.

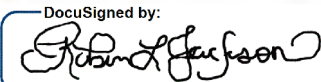
Robin Jackson

Director of Sales

Name of authorized representative of
Contractor

Title

DocuSigned by:



9/13/2023

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Signature

Date

³ If contractor sends personnel who are not fully vaccinated, 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.