County of Sacramento
Open Item Contract

Contract and Purchasing
Services Division
9660 Ecology Ln.
Sacramento, CA 95827
(916) 876-6360

Reprint of
Open Item Contract WA00045019 / 12/12/2023

Your Vendor number with us
638711

MINDLANCE INC
1095 MORRIS AVE UNIT 101A
UNION NJ 07083

This number must appear on all correspondence to the Purchasing Division.
Contract number/date
WA00045019 / 12/12/2023
Issuing Officer/Telephone
Anderson, Chris/916-874-7034

Signature:

Contract Period
Valid from: 01/01/2024
Valid to: 12/31/2026

No Delivery Required
Payment Terms: Due in 30 Days
Contractual maximum value: 1,175,000.00

You are hereby notified that the goods and/or services listed have been awarded to you subject to terms and conditions referenced and to the general conditions listed on the last page of contract.

Before supplying any goods or services to the County, the vendor must obtain one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

This Amendment is made and entered into this 14th day of January 2026 by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as County, and Mindlance Inc., hereinafter referred to as "CONTRACTOR". There are no changes to the Contract terms, conditions, or pricing, unless otherwise indicated by amendments.

Amendment document titled "2022-RFP-0126 IT Staffing SCOPA ADENDUM" is attached and herein incorporated by reference.

IT Staffing

Reference Board RESO: 2023-0908, 2022-RFP-0126, RC33691768, SSR 3362

Doc ID: 60e787331a2e9e156e2620f30a373da72ae60595

This contract is issued for Information Technology (IT) Staffing and Special Project Services, per the pricing, terms and conditions of 2022-RFP-0126. The 2022-RFP-0126 bid materials and submitted response by Mindlance, Inc. are hereby incorporated by reference and made a part of this contract.

A partial list of the terms and conditions are listed below. See attached files for complete terms and conditions.

Account Representative: Vikram Karla
Phone Number: 201.204.9752
E-mail: govsolutions@mindlance.com

Commodity: Information Technology Staffing Services

Department of Technology
799 G Street
Sacramento, CA 95814
Mark Musser, Information Technology Division Chief
916-874-1661
MusserM@saccounty.gov

Contract and Purchasing Services Contact:
9660 Ecology Lane
Sacramento, CA 95827
Chris Anderson, Senior Contract Services Officer
916-874-7034
Andersonch@saccounty.gov

Any notice required to be given under this contract shall be provided to the above addresses and/or email addresses or to such other address or email address provided in accordance with this notice provision, without need for contract amendment. Notice may be provided in person, by first class U.S. mail postage prepaid, or overnight courier. Notice given personally or by overnight courier shall be effective upon receipt by the other party. Notice given by mail shall be effective three days after mailing. Notice given via email shall be effective when delivered to the other party's email address.

Vendor awarded IT Staffing Group(s) and/or Category(ies) as per their response to 2022-RFP-0126.

6.3: Voice and Data Network Management Group

6.4: Project Management/Application Development Group

6.5: Enterprise Content Management Group

6.6: Database Group

6.7: Desktop and Server Group

6.8: Geographical Information System (GIS) Group

6.9: SAP Group

6.10: Electronic Data Interchange (EDI) Group

6.11: Lakehouse (Data Lake and Data Warehouse) Group

6.12: Cloud Computing Group

6.13: Radio Systems Support Group

6.14: Information Security Group

6.15: User Experience/User Interface Group

6.16: not authorized for Special Projects/Request for Services

REQUEST FOR RESUMES AND PROCUREMENT PROCESS:

Services to be rendered by IT staffing personnel will be requested by the Contracting Agency/Department in writing specifying the definition of service required, start date, location, estimated duration of service, background and security requirements, and minimum qualifications. The Contracting Agency/Department will notify the Vendor of personnel requirements in accordance with job definitions as detailed in 2022-RFP-0126. The request for resumes must be accompanied by an "IT Staffing Contract Hiring Request and Approval" form that has been signed by the requesting Department Director or designee and the County Chief Information Officer or designee. Upon receipt of the request for resumes and signed approval form, the vendor shall submit resumes within the period of time specified on the request, resumes of employees being offered for assignment must include the proposed hourly rate. If a vendor fails to timely respond to requests 3 times in a row, the County may negate their contract. Vendor shall indicate whether contractor is a subcontractor. Contractor remains legally responsible by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Contract. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not. The County may waive all or a portion of the above procedure specified in this section for any of Vendor's contractors or subcontractors already placed with the County prior to 1/1/2024. In this instance, the hourly rate shall remain the same through the completion of such contractor's or subcontractor's assigned project with the County.

INVOICING:

The Vendor is required to adhere to the following invoicing procedures:

The Vendor shall submit original invoices to Contracting Agency/Department for Services rendered by the Vendor with a duplicate copy. Invoices shall be based upon time and work records maintained and provided in accordance with approved Contracting Agency/Department procedures.

For IT staffing services, the Vendor shall submit invoices for the time periods that are consistent with the biweekly pay periods of Sacramento County. All invoices shall be subject to review and approval by the Contracting Agency/Department staff and will be processed within thirty (30) days (Net 30 days) following departmental approval.

All invoices shall include a contract shipping order (CSO) number, name of Vendor employee*, hours worked*, hourly rate*, overtime rate*, date of invoice, and vendor's unique invoice number. * Does not apply for 6.16: Special Projects/Request for Services.

Each invoice shall contain a minimum of the following information:
o invoice number and invoice date
o remittance address

o "bill to" and "ship to" addresses
o contract number
o contract shipping order number (CSO)
o time periods
o invoice total
o subcontractor(s)

A separate invoice shall be issued for each order (CSO or purchase order).

Invoices must be sent to the Contracting Agency/Department.

Vendor invoices and contractor timesheets must match.

Any public entity as defined by Section 811.2 having a liquidated claim against any other public entity based on contract or statute of the State of California, or any person having such a claim against a public agency, shall be entitled to interest commencing the 61st day after such public entity or person files a liquidated claim known or agreed to be valid when filed pursuant to such statute or contract, and such claim is due and payable. Interest shall be 6 percent per annum.

Failure to comply with established invoicing procedures are grounds for the County to terminate an awarded Contract. A meeting may be arranged by the selected party to reach a mutual understanding of the County's requirements in this area. Sacramento County and the vendor shall negotiate in good faith to resolve any disputed invoices, or portions thereof.

CONFIDENTIALITY AND SECURITY:
Any contractor engaging in any IT service for the County requiring them to come into contact with confidential County information will be required to hold confidential such data made available to them. Contractors may be required to pass a security background check performed by the County Sheriff's Department and hold a clearance to be placed at the County. This is required by most Contracting Agencies/Departments in the County.

SATISFACTORY PERFORMANCE:
Vendor and contractors who provide unsatisfactory services shall be removed from County assignment immediately upon notice of
unsatisfactory performance.

ILLNESS:
County has the ability, at its sole discretion, to send a contractor home for illness or conduct detrimental to the workplace. County may require a doctor's note stating the contractor is not contagious and otherwise able to return to the workplace before the contractor is allowed to return.

INDEMNIFICATION:
To the fullest extent permitted by law, for work or services provided under this Agreement, Proposer shall indemnify, defend, including with counsel reasonably acceptable to County, and hold harmless County, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified Parties"), from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or relating to the alleged or actual error or omission, negligence, recklessness, willful misconduct, infringement of intellectual property rights, breach of trust, breach of confidentiality, unauthorized use or disclosure of data,

breach of statutory or regulatory law, or other breach of its duties under this Agreement by Proposer, its employees, Proposer's subconsultants or subcontractors at any tier, or any other party for which Proposer is legally liable under law, excepting only such injury, death, or damage, to the extent it is caused by the negligence of an Indemnified Party. Proposer shall not be liable for Claims caused by the sole negligence or willful misconduct of an Indemnified Party. This indemnity shall include claims made by a third party arising from the unauthorized use of any copyrighted composition, secret process, patented or unpatented invention, articles, or appliances furnished or used in the performance of this Agreement.
The right to defense and indemnity under this Section shall initiate upon occurrence of an event giving rise to a Claim and tendered in writing to Proposer. Proposer shall defend the Indemnified Parties with counsel reasonably acceptable to County. Notwithstanding the foregoing, County shall be entitled, on its own behalf, and at the expense of Proposer, to assume control of its defense or the defense of any Indemnified Party in any legal action, with counsel reasonably selected by it. Should County elect to initially assume control of its defense, or the defense of any Indemnified Party, it does so without prejudice to its right to subsequently require that Proposer thereafter assume control of the defense and pay all reasonable attorneys' fees and costs incurred thereby.
This indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by Proposer or Proposer's subconsultants or subcontractors at any tier.
Nothing in this Indemnity obligation shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.
The provisions of this Indemnity obligation shall survive the expiration or termination of the Agreement.

Precedence - In the event of contradictions or conflicts between the provisions of the documents comprising the Contract, they will be resolved by giving precedence in the following order:

- the provisions of the Contract (as it may be amended);
- the provisions of the bidder's response (as it may be amended);
- the provisions of the RFP (as it may be amended).

Ordering- A Contract Shipping Order or purchase order will be sent to the vendor once a candidate has been chosen related to a request for resumes. The Contract Shipping Order or purchase order may be submitted to the vendor via fax or email.

Invoicing - The Vendor shall submit original invoices to the ordering entity as specified on the purchase order (CSO - Contract Shipping Order).

All invoices shall include a Contract Shipping Order (CSO) number, name of Vendor, name of candidate placed at the Contracting Agency/Department, date of invoice, and vendor's unique invoice number.

There are no delivery requirements.

Contract Term - The term of this contract shall be for a period of one (1) year effective as of the effective date, January 1, 2024 through December 31, 2024. The County reserves the right to extend this contract for four additional one-year terms at the same pricing, terms and conditions.

Contract changes - At the end of the initial term the County shall retain the right to add, delete or change IT Staffing Groups or Special Project Group requirements under an awarded contract and may do so upon giving a thirty (30) day written notification to Vendor. If these changes cause an increase or a reduction in the cost of an awarded contract, said cost shall be readjusted and, when agreed upon, incorporated into an awarded Contract.

Unrestricted quantities: The County is not limited to purchasing all of its IT Staffing or Special Project

requirements from any Contract(s) resulting from this agreement.

Applicable Laws - Vendor, in providing the equipment and services specified herein, shall comply with all applicable Federal, State and County statutes, patents, copyright laws, ordinances, regulations, directives, and laws. The resultant contract(s) shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California.

Termination:
A.COUNTY or Vendor may terminate this Contract without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to Vendor and it is later determined that Vendor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (A).

B.COUNTY or Vendor may terminate this Contract for cause immediately upon giving written notice to the other party should either party materially fail to perform any of the covenants contained in this Contract in the time and/or manner specified. In the event of such termination, COUNTY or Vendor may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to Vendor and it is later determined that Vendor was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (A) above.

C.COUNTY may terminate or amend this Contract immediately upon giving written notice to Vendor, if advised that funds are not available from external sources for this Vendor for any portion hereof, or if funds in COUNTYS yearly proposed and final budget are not appropriated by COUNTY for this Vendor any portion hereof.

D.If this Contract is terminated under paragraph A or C above, Vendor shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, Vendor shall be paid an amount which bears the same ratio to the total compensation authorized by the Contract as the services actually performed bear to the total services of Vendor covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay Vendor an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Contract term that has elapsed on the effective date of the termination.

E. Contractor shall not incur any expenses under this Contract after notice of termination and shall cancel any outstanding expenses obligations to a third party that Vendor can legally cancel.

Terms of sale: Net 30 days

Doc ID: 60e787331a2e9e156e2620f30a373da72ae60595

Independent contractor

A. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor's assigned personnel shall not be entitled to any benefits payable to employees of County. County is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this agreement; and as an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists due to this agreement.

B. It is further understood and agreed by the parties hereto that Contractor in the performance of its obligation hereunder is subject to the control or direction of County as to the designation of tasks to be performed, the results to be accomplished by the services hereunder agreed to be rendered and performed, and not the means, methods, or sequence used by Contractor for accomplishing the results.

C. If, in the performance of this agreement, any third persons are employed by Contractor, such person shall be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor.

D. It is further understood and agreed that as an independent contractor and not an employee of County, neither the Contractor nor Contractor's assigned personnel shall have any entitlement as a County employee, right to act on behalf of County in any capacity whatsoever as agent, nor to bind County to any obligation whatsoever.

E. It is further understood and agreed that Contractor must issue W-2and 941 forms for income and employment tax purposes, for all of Contractor's assigned personnel under the terms and conditions of this agreement.

Benefits Waiver

If Contractor is unincorporated, Contractor acknowledges and agrees that Contractor is not entitled to receive the following benefits and/or compensation from County: medical, dental, vision and retirement benefits, life and disability insurance, sick leave, bereavement leave, jury duty leave, parental leave, or any other similar benefits or compensation otherwise provided to permanent civil service employees pursuant to the County Charter, the County Code, the Civil Service Rule, the Sacramento County Employees Retirement System and/or any and all memoranda of understanding between COUNTY and its employee organizations. Should Contractor or any employee or agent of Contractor seek to obtain such benefits from County, Contractor agrees to indemnify and hold harmless County from any and all claims that may be made against County for such benefits.

Funding Out
The County represents that it is a government agency, and using
department has obtained all requisite approvals and authority to enter and perform its obligations hereunder, including, without limitation, the obligation to make initial payment or payments required to be made hereunder on the date or dates upon which such initial payment or payments may become due during current fiscal year. With respect to any subsequent payment which may be required to be made hereunder in any subsequent fiscal year, the parties acknowledge that the County authority to make such subsequent payment may be contingent upon appropriation to the using department by relevant government agencies or legislative authorities of funds sufficient for such purpose. If such additional sufficient funds are not so appropriated to the using department, either vendor or the County may terminate this contract as the first day of the applicable subsequent

fiscal year of the County with respect to which such sufficient
funds are not made available. The County agrees (a) not to effect such termination for the purpose of replacing the service with an equivalent service or service supplied by others, and (b) to use its best efforts to obtain such sufficient funds by taking all appropriate action to effect the appropriation of such additional sufficient funds. Upon such termination, the County shall immediately cease all use of the service and return to vendor.

COMPENSATION:
County shall pay Vendor at the rate negotiated at the time of assignment based on hours worked by contract personnel (or the fixed fee for special projects). Rates will not exceed the rate negotiated at the time of initial assignment for the duration of placement. The rates negotiated must include all of the vendor's salary, overhead, incidental expenses, and profit. County shall not be liable to the Vendor or any of the vendor's employees for any benefits or additional compensation or payments. Any hours worked in excess of eight (8) hours per person per day or in excess of forty (40) hours per person per week shall be compensated at the rate negotiated at time of assignment, unless such person is eligible for overtime pay due to laws applicable at the time of assignment. Vendor must identify all persons who are eligible for overtime pay and the associated rate every time the person is submitted to the County as a possible candidate. This information will be used by the Contracting Agency/Department in their selection process. If the vendor's employee is not subject to overtime pay, County shall compensate the vendor for each hour worked at the rate negotiated regardless of the number of hours worked by the contractor during the week or pay period. The vendor's personnel shall not work on County holidays.

COMPLETION OF ASSIGNMENT
Vendor agrees not to assign the person selected to another contract until the assignment with the County is completed. If Vendor removes the person before the assignment is complete, Vendor agrees to credit the County 80 hours at the rate bid to absorb the training cost to bring the replacement person up to the same level as the person that
the Vendor assigned.

AUDIT OF THE VENDOR'S RECORDS
The Vendor shall maintain in good and legible condition all books, documents, papers and records related to its performance under this contract. Such records shall be complete and available to County, the State of California, the federal government or their duly authorized representatives during the term of the contract and for a period of at least three years (or longer if stipulated by the parties) following the County's final payment under the contract
or until conclusion of any pending matter (e.g., audit or litigation), whichever is later. All contract-related books, documents, papers, and records related to the Vendor's performance must be retained in the manner described above until all pending matters are closed.

STATUS OF CONTRACTOR
If applicable to Contractor, County shall withhold seven percent (7%) of all income paid to Contractor under this agreement for payment and reporting to the California Franchise Tax Board because Contractor does not qualify as (1) a corporation with its principal place of business in California, (2) a partnership with a permanent place of business in California, (3) a corporation qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

APPENDIX G INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting CONTRACTOR 's indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property

which may arise from or in connection with the performance of the Agreement by the CONTRACTOR, its agents, representatives, employees, or subcontractors. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CONTRACTOR to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

I. VERIFICATION OF COVERAGE

CONTRACTOR shall furnish the COUNTY with certificates evidencing coverage required below. Copies of required endorsements must be attached to provided certificates. The County Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CONTRACTOR provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

II. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

A. GENERAL LIABILITY: Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual Liability, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.

B. AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001.

1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.

2. Personal Lines automobile insurance shall apply if vehicles are individually owned.

C. WORKERS' COMPENSATION: Statutory requirements of the State of California and Employer's Liability Insurance.

D. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS and OMISSIONS LIABILITY: Insurance covering liability for losses resulting or arising from negligent acts, errors or omissions in rendering computer or information technology services or from programming errors, software performance, data damage/destruction/corruption; including without limitation, failure to perform, and loss from unauthorized access, unauthorized use, virus transmission, denial of service and loss of income from network security failures in connection with the services provided under an Agreement.

E. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY

III. MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

A. General Liability shall be on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate: $2,000,000
Products Comp/Op Aggregate: $2,000,000
Personal & Adv. Injury: $1,000,000
Each Occurrence: $2,000,000
Fire Damage: $ 100,000

B. AUTOMOBILE LIABILITY:

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and

hired, $1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.
C. WORKERS' COMPENSATION: Statutory.
D. EMPLOYER'S LIABILITY: $1,000,000 per accident for bodily injury or disease.
E. PROFESSIONAL LIABILITY with TECHNOLOGY ERRORS AND OMISSIONS LIABILITY: $2,000,000 per claim and aggregate.
F. CYBER LIABILITY INCLUDING ERRORS AND OMISSIONS, IDENTITY THEFT, INFORMATION SECURITY and PRIVACY INJURY LIABILITY:
The minimum limits shall be not less than $2,000,000 per claim or incident and $2,000,000 aggregate. Coverage shall include but is not limited to:
Third party injury or damage (including loss or corruption of data) arising from a negligent act, error or omission or a data breach.

Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.

Administrative expenses for forensic expenses and legal services.

Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.

Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

IV. DEDUCTIBLES AND SELF-INSURED RETENTION
Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.
V. CLAIMS MADE PROFESSIONAL LIABILITY, TECHNOLOGY ERRORS & OMISSIONS LIABILITY, or CYBER LIABILITY INSURANCE
If professional liability, technology errors & omissions liability, or cyber liability coverage is written on a Claims Made form:
A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CONTRACTOR.
B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.
D. Should any of the required professional liability, technology errors & omissions liability, and cyber liability insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
VI. OTHER INSURANCE PROVISIONS
The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:
A. All Policies:
1. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. MAINTENANCE OF INSURANCE COVERAGE: The Contractor shall maintain all insurance coverages and limits in place at all times and provide the County with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

Contractor is required by this Agreement to immediately notify County if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. Contractor shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY

A. ADDITIONAL INSURED STATUS: The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.

B. CIVIL CODE PROVISION: Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

C. PRIMARY INSURANCE: For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCONTRACTORS: CONTRACTOR shall be responsible for the acts and omissions of all its subcontractors and additional insured endorsements as provided by CONTRACTORs subcontractor.

VIII. WORKERS' COMPENSATION

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, directors, officials, employees, agents or volunteers.

VIIII. NOTIFICATION OF CLAIM

If any claim for damages is filed with CONTRACTOR or if any lawsuit is instituted against CONTRACTOR, that arise out of or are in any way connected with CONTRACTOR's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

The following documents are incorporated into this contract by reference:

Purchase Order/Contract General Conditions
Request for Proposal 2022-RFP-0126 IT Staffing and associated Addendums

Vendors 2022-RFP-0126 Response documents
Vendor Insurance Certificate
Vendor Payee Record Data Form

1. IT Staffing Contract Hiring Request and Approval Form

SCERS Addendum:

A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.

B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to issuing officer listed on page 1 of this Agreement.

Contractor agrees to the following:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title
VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person
on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

Byrd Anti-Lobbying Amendment:

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The CONTRACTOR, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801, et seq., apply to this certification and disclosure, if any.
Name and Title of CONTRACTOR's Authorized Official

Federal Provisions Exhibit:

APPENDIX II TO PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
Please review and check the appropriate boxes to determine the applicability of provisions to the federally funded contract or purchase order. In the event of any contradictions or inconsistencies between these provisions and the provisions of the Agreement itself, the terms of this Exhibit C shall control.
? A) REMEDY FOR BREACH (Contract in excess of $250,000) - Section 11 of CAPSD Contract Template
1. In the event of a material breach of this Contract by Contractor, County may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit County's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

2. The County having rights under any provision of this Agreement shall be entitled to enforce such rights specifically (without posting a bond or other security), to recover damages caused by reason of any breach of any provision of this Agreement and to exercise all other rights granted by law. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or other security) for specific performance and for other injunctive relief in order to enforce or prevent violation of the provisions of this Agreement.

3. Each of the parties to this Agreement (and the Selling Members as third-party beneficiaries) will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorney's fees) caused by any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

? B) TERMINATION FOR CAUSE (Contract in excess of $10,000)) - Section 15 of CAPSD Contract Template
1. COUNTY may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause

is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (15.1).

2. COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (15.1) above.

3. COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

4. If this Agreement is terminated under paragraph 15.1 or 15.3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A or C above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

5. CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CONTRACTOR can legally cancel.

? C) EQUAL EMPLOYMENT OPPORTUNITY (Construction Work > $2,000)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sex orientation, gender, gender identity, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

? D1) DAVIS-BACON ACT. 40 U.S.C. 3141-3148 (Construction Contracts > $2,000)

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this Provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and

the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

? D2) COPELAND "ANTI-KICKBACK" ACT. (Construction Contracts > $2,000)

1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency ("FEMA") may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

? E) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - 40 U.S.C. 3701-3708 (Contract > $100,000)

1. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-halftimes the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation. liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this Provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this Provision, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this Provision.

3. Withholding for unpaid wages and liquidated damages. Sacramento County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this Provision.

4. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this Provision and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this Provision.
? F) RIGHTS TO INVENTIONS (Funding agreement with experimental or development work) - See County Counsel, separate contract required.
? G) CLEAN AIR ACT, FEDERAL WATER POLLUTION CONTROL ACT AND REMEDIES (Contract > $150,000)
1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.

2. The Contractor agrees to report each violation to Sacramento County and understands and agrees that Sacramento County will, in turn, report each violation as required to assure notification to the primary recipient, FEMA, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

4. In the event the Contractor breaches any part of the contract, the County may procure the articles or services from other sources and the Contractor must compensate the County for the difference between the price named in the Bid and actual cost thereof to the County shall be considered the prevailing market price at the time such procurement is made. Such payment may be deducted from any monies due, or that may thereafter become due to the Contractor. The exercise by the County of this remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise.
? H) DEBARMENT AND SUSPENSION - Executive Orders 12549 and 12689 (All)
1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180.22 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by Sacramento County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the primary recipient and Sacramento County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.
? I) BYRD ANTI-LOBBYING (Contract > $100,000)
1. Contractors who apply or bid for an award of $100,000 or more shall file the required certification, provided in Attachment A. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

? J) PROCUREMENT OF RECOVERED MATERIALS §200.322 (All)

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

a. Competitively within a timeframe providing for compliance with the contract performance schedule; or
b. Meeting contract performance requirements; or
c. At a reasonable price.

2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

? BONDING 200.322 (Construction over $250,000)
Use appropriate Standard County bonding language.

? DOMESTIC PREFERENCES FOR PROCUREMENTS (BUY AMERICA ACT) §200.322 (ALL)

1. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

2. For purposes of this section:

a. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

b. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

? FEMA FUNDED PROJECT (If checked, provisions 1 through 5 below apply)

1. Access to Records.

a. The Contractor agrees to provide the County of Sacramento, the primary recipient of the federal funding, if any, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.

2. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

3. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4. No Obligation by the Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

5. Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

? PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT §200.216 (FEMA Contracts)

1. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

a. Procure or obtain;

b. Extend or renew a contract to procure or obtain; or

c. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision

Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

a. Telecommunications or video surveillance services provided by such entities or using such equipment.

b. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

c. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

AUTHORITY TO EXECUTE
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their respective duly authorized representatives.

COUNTY OF SACRAMENTO

DocuSigned by:
By: Chris Anderson
919C2E80C47E4F8...
Print Name: Chris Anderson
Title: Contract Services Officer
Date Signed: 1/20/2026

Contractor:

By: _____

Print Name: Vikram Kalra

Title: Managing Director

Date signed: 1/15/2026

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	1,175,000	Each IT Staffing	1.00 / 1	EA	1,175,000.00

PURCHASE ORDER/CONTRACT
GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL TERMS AND CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this agreement is applied, are hereby incorporated.
2. **SALES TAX NOT INCLUDED:** Unless otherwise definitely specified, the unit prices do not include California sales and use tax or Sacramento County sales and use tax.
3. **INVOICING & PAYMENT:** Upon timely submission of itemized invoices by vendor/contractor, payment shall be made per the terms of this agreement and for the prices stipulated for supplies delivered and/or services rendered after inspection and acceptance. Deductions, if any, may be made from payment as provided by this agreement. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor/contractor and approved by the County. In connection with any cash (payment) discount specified in this agreement, time will be computed from the date of complete delivery of the supplies, equipment or services as specified, or from the date the supplies correct invoices are received by the County, whichever is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
4. **HOLD HARMLESS:** The vendor/contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
5. **DEFAULT BY VENDOR/CONTRACTOR:** In case of default by vendor/ contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the vendor/contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
6. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor/contractor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
7. **ASSIGNMENT:** This Contract or purchase order is not assignable by vendor/contractor either in whole or in part, without the prior written approval of the County.
8. **SUCCESSORS:** This agreement shall be binding upon to the benefit Of the successors and assigns of the respective parties hereto.
9. **F.E.T. EXEMPTION:** County is exempt from Federal excise tax. pursuant to Internal Revenue Code 26 U.S.C. Sec.4221(a)(4).
10. **CHARGES NOT INCLUDED ON FACE NOT ACCEPTABLE:** No charge will be accepted for packing, boxing, or cartage, except as specified in the Notice of Award. Freight collect shipments will not be accepted. Merchandise will not be accepted if payment is to be made at the time of delivery.
11. **TITLE/RISK OF LOSS:** Title, ownership and risk of loss or damage of the Goods shall be in accordance with Deliverv/FOB Terms on page 1 of the contract. The Goods are delivered to, inspected and accepted by County, except when such loss or damage is due to the fault or negligence of the County.
12. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of price, quantity, supplies and/or services, and any terms of this contract shall be valid unless made it in writing and signed by the parties hereto, and that no oral understandings or agreements shall be binding.
13. **FORCE MAJEURE:** The Parties will not be held liable for delays Or failure in fulfillment of the conditions of purchase order or contract resulting from events beyond the reasonable control of such parties. Such event include, but are not be limited to strikes, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear events, earthquakes, acts of terrorism, severe weather events and other disasters.
14. **VENDOR/CONTRACTOR TERMS AND CONDITIONS:** County's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor/contractor provides additional terms or conditions, and there is a conflict between the terms and conditions of the parties, County's terms and conditions shall govern.
15. **INFORMATION TECHNOLOGY ASSURANCES:** Vendor/contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by vendor/contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall construed to limit any rights or remedies otherwise available to County under this agreement.
16. **COMPLIANCE WITH FAMILY SUPPORT ORDERS:** Vendor/contractor hereby certifies that it's principal owner(s) is in substantial compliance with Sacramento County's DCSS Program, federal and state laws regarding lawfully served orders for child, family and spousal support, including wage reporting and assignment of wages. (Failure to comply with such orders and cure the defult within 90 days of notice by the County shall be grounds for termination of the contract or purchase order.
17. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Vendor/contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Vendor/contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.
18. **FOREIGN CURRENCY:** In the event vendor invoices submitted to the County of Sacramento is received in foreign currency, vendor understands and agrees the County of Sacramento will pay in US Dollars via wire, ACH, or check payment method. The County of Sacramento's payment of US Dollars will be calculated using the currency exchange rate on the invoice date, regardless of date paid, or received by vendor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site:
http://www1.oanda.com/lang/en/currency/converter/.

Doc ID: 60e787331a2e9e156e2620f30a373da72ae60595