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 WA00047167 / 07/15/2025

Your Vendor number with us
641863

MONMOUTH SOLUTIONS INC
93 BUTMAN RD
LOWELL MA 01852

Vendors Contact Person: MICHAEL MERCURI
Vendors Phone Number: 978-761-6664

This number must appear on all correspondence to the Purchasing Division.
Contract number/date
WA00047167 / 07/15/2025
Issuing Officer/Telephone
Mello, Zachary/916-875-6104

Signature: _____

Contract Period
Valid from: 07/15/2025
Valid to: 07/14/2027

F.O.B. Dest., Freight PPA
Payment Terms: Due in 30 Days
Contractual maximum value: 50,000.00

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.

RFB Number: 2025-RFB-0009
COMMODITY CODE: 3235
Material Description: Short Term Equipment Rental

CONTRACTOR CONTACT INFORMATION:
John Mercuri
(978) 427-4755
jj@monmouthsolutions.com

ISSUING CONTRACT SERVICES OFFICER:
Zachary Mello

Senior Contract Services Officer
(916) 875-6104
melloz@saccounty.gov

Amendment No. 1: Issued by Zachary Mello
This Amendment is made and entered into this 14th day of July, 2026 by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as County, and Monmouth Solutions Inc., hereinafter referred to as "CONTRACTOR," to extend the contract period from July 15, 2026 through July 14, 2027; second term. There are no changes to the Contract terms, conditions, or pricing, unless otherwise indicated by amendments.

This Contract ("Contract") is made and entered into this 15th day of July 2025 ("Effective Date") by and between the County of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Monmouth Solutions Inc., hereinafter referred to as "CONTRACTOR".

1. GOODS TO BE PROVIDED
This contract is for the short-term rental of equipment in the following categories:

Aerial
Bucket Trucks; Mobile Platforms, Scissor Type; Personnel Lifts; Telescopic Straight Boom; Articulating

Air
Air Tools; Compressors

Compaction & Paving
Plates/Rammers; Rollers, Riding (Single Drum, Smooth, Single Drum, Sheep's Foot, Double Drum, Smooth, 9-Wheel, Rubber Tired)

Concrete & Masonry
Concrete Mixers, Towable; Concrete Saws (Walk Behind, Self-Propelled), Mortar Mixers, Towable; Trowel Machines; Vibrators, Concrete

Cranes
Carry Deck Cranes; Cranes, Truck Mounted (Single Axle, Dual Axle); Cranes (Operated and Maintained, Conventional, Hydraulic)

Earthmoving
Backhoes (2 WD, 4WD); Dozers (Excavators, Track Type); Loaders (Skid steer Loaders, 4 WD, Track Loaders, Tractor, Loader, 3-point, Wheel Loaders); Mini Excavators; Road Grader

Electrical
Arrow Boards, Towable; Electric Hammers; Generators (Diesel, Gas); Light Towers (Towable, 4-Head); Message/Sign Boards (Towable); Welders

Landscaping
Brush Chippers (Towable, up to 9'); Roto Tillers (Front Tine, Rear Tine) Sweepers, Laymore Type (4' Walk Behind, 6' Towable)

Material Handling
Forklifts (Construction, Industrial); High Lifts, Boom Type

Pumping
Diaphragm Pumps; Submersible Pumps; Trash Pumps

Trench Shoring

Trenchers (Riding, Walk Behind); Steel Plates; Trench Boxes; Manhole Boxes

Trucks
Pickups, LWB (2x2, 4x4); Pickups, Crew Cab, 1-Ton (2x2, 4x4); Vans, 7-8 Passengers (¾-Ton, 1-Ton); Vans, Cargo (¾-Ton, 1-Ton, With lift gate); Trucks, Flatbed Dump; Trucks, Flatbed Stake Body; Trucks, Box Dump; Trucks, Water Tank; Truck, Lowbed, With Operator

Other Equipment
Hydraulic Rock Splitters; Pressure Washers; Heaters; Fans & Blowers; Floor & Vacuum Equipment; Jacking Equipment; Painting & Sandblasting Equipment; Scaffolding & Ladders; Message Boards; Etc.

Equipment in categories not listed above may be rented as mutually agreed upon but the Contract and Contract User. This agreement allows the Contract User to rent any piece of equipment listed in the Contractor's published equipment rental catalog.

Short-term shall equal 3 months or less; vendor and county customer shall negotiate a lower monthly price if rental period is to exceed 3 months.

For the purpose of this Agreement, one-day rental equals a full 24-hour period, one-week rental equals seven calendar days, and one-month rental equals 30 calendar days.

1.1 Rental Agreement
A. The intent of this agreement is to rent equipment, not to purchase it. Contractor shall retain title and ownership responsibilities of rental equipment.
B. Each piece of equipment furnished from the resultant agreement shall be maintained per factory/manufacturer specifications and shall be subject to inspection and acceptance by County representative. Additionally, all equipment furnished shall meet California and Federal statutes. Compliance with California Occupational Safety and Health Administration (Cal/OSHA) and California Air Resources Board (CARB) and equivalent regulations in other states is required.
C. The rental agreement must fulfill the Internal Revenue Service's requirements for a "true lease" permitting daily, weekly or monthly lease payments to be recorded as operating expense from an accounting standpoint. Finance lease and conditional sales agreement are not permitted.
F. The County shall not be required to provide a security deposit for any equipment leased under this agreement.
G. All safety equipment/attachments shall be in place and functioning per the manufacturer's design.
H. Routine repairs (not caused by misuse of the equipment) shall be provided at no additional cost.
I. For all equipment requiring fuel to operate, the Contractor will fill the fuel tank completely full prior to Sacramento County taking possession of the equipment.
J. Equipment is to be provided in the timeframe quoted. If the contractor fails to do so, the County may solicit other vendors and there shall be no costs associated with the relocation of equipment, employee time, etc.

2. CONTRACT TERM
This Contract shall be effective and commence as of the "Valid From" date (the Effective Date) through the "Valid To" date listed on page one. For reasons of economy and efficiency, the COUNTY reserves the right to extend the term of this Contract for four (4) one-year terms, following the initial 12-month term upon mutual agreement between COUNTY and CONTRACTOR. Per section 2.56.220 of the Sacramento County Code, this Contract may not exceed a period of five (5) years and six (6) months, unless authorized by the Board of Supervisors.

3. PRICING
The pricing of the agreement shall be based on the published list price of Monmouth Rentals Inc. Please refer to attachment titled "WA00047167 Monmouth Rentals Att. 1 Rental Catalog" for a list of the equipment available.

3.1 Price Changes
Any request for a price adjustment must be substantiated with documentation from a manufacturer or government agency and must be submitted in writing at least 30 days prior to the anniversary date of the Contract. No retroactive price changes will be considered. If CONTRACTOR has initiated price escalation prior to approval, the County is due all overpayments remitted to CONTRACTOR. COUNTY retains right to determine whether price change requests are acceptable.

4. CONTRACT USE
This County-wide contract is available for use by all departments.

4.1 MULTIPLE AWARD
As a result of 2025-RFB-0009 contracts were awarded to the following three companies Mitchells Transport LLC, Monmouth Solutions, and Sunbelt Rentals.

4.1.1 Multiple Awards
End-user departments are required to solicit quotes from the awarded contracts to secure the best pricing. Once quotes are obtained, a Contract Shipping Order (CSO) may be issued to the awarded CONTRACTOR offering the best pricing.

5. DELIVERY TERMS
CONTRACTOR shall deliver the Goods in accordance to the Delivery/FOB terms listed on the first page of this Contract, after execution of this Contract by all parties. Delivery is to be within 30 days of Goods request or as agreed to otherwise between the CONTRACTOR and COUNTY requestor. The Goods shall be delivered by CONTRACTOR free of any liens or encumbrances.

5.1 Inspection and Acceptance
The Goods shall be received by COUNTY subject to COUNTY's reasonable inspection, testing, approval, and acceptance of the Goods. If the Goods are rejected by the COUNTY as nonconforming, COUNTY may return the Goods to CONTRACTOR at CONTRACTOR's risk and expense, and the Goods shall not be replaced or repaired by CONTRACTOR without written authorization from COUNTY.

5.2 Title/Risk of Loss
Title, ownership, and risk of loss or damage of the Goods shall be in accordance with Delivery/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 COUNTY.

5.3 Surcharges
No fuel, or energy or charges of any other kind will be allowed during the Contract period or subsequent terms, unless specifically stated in the in the section titled "Pricing."

5.4 Recall Notice
CONTRACTOR must immediately notify each ordering Department/Division/Office upon receipt of official recall notice.

6. INVOICES AND PAYMENTS
The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in the Section 1 - Goods To Be Provided and elsewhere hereunder for which payment is claimed. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in Section 3 - Pricing, and the CONTRACTOR shall be paid only for the deliverables approved in writing by the County. If the County does not approve work or Goods in writing, no payment shall be due to the CONTRACTOR for that work.

6.1 Acceptable Invoices
Invoices submitted to the County must be acceptable in order to be paid. Invoices with any incorrect

pricing and/or terms, that are too light to read, illegible, missing CSO number, or with cut off information will be returned to the CONTRACTOR for resubmission. Time clock for payment will begin upon COUNTY's receipt of an acceptable invoice. MAIL INVOICE OR SEND VIA EMAIL TO REQUESTING DEPARTMENT (the End-User Department Contacts).

6.2 Invoices
The CONTRACTOR's invoices shall be priced in accordance with Section 3 - Pricing and the payment terms listed on page 1 of this Contract.

6.3 Time of Payment
CONTRACTOR shall invoice the COUNTY in a timely manner, in accordance with the payment terms listed on page 1 for the Goods as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Goods invoiced in accordance with the payment terms listed in Section 3 - Pricing of the Contract, or unless otherwise agreed to.

6.4 Late Fees
Interest or late charges shall not exceed provisions set forth in Government Code section 926.10.

7. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS
CONTRACTOR must repair, or pay for the repair of, any damage it causes to COUNTY real or personal property.

7.1 Repairs
The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

7.1.1 Timeliness
If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as reasonably determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8. GENERAL TERMS AND CONDITIONS
The County of Sacramento General Terms and Conditions are attached hereto. CONTRACTOR agrees to be bound by our General Terms and Conditions, which is located at the end of this Contract. In the event of any conflict, inconsistency or ambiguity between this Contract and the General Terms and Conditions, this Contract shall govern.

9. MINIMUM USAGE
Quantities ordered shall be those quantities "as required" by the COUNTY end user (i.e. the COUNTY Department using the goods). The COUNTY does not guarantee a minimum quantity to be purchased during the Contract period, nor is the COUNTY limited to purchase all requirements from CONTRACTOR.

10. WARRANTIES
CONTRACTOR warrants that the Goods, including any component or replacement parts, furnished, manufactured or provided by CONTRACTOR will be free from defects in material and workmanship for a period of ninety (90) days or manufacturer's warranty (whichever is greater) from date of acceptance of the Goods by COUNTY. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness for a particular purpose shall remain in full force and effect and inure to the benefit of COUNTY. COUNTY reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods.

Any proposal to disclaim these warranties or amend the existing Contract Terms or Minimum

Insurance requirements must be approved by COUNTY Risk Management, and COUNTY Counsel.

11. REMEDIES

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.

11.1 Each of the parties to this Contract 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 Contract 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 Contract 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 Contract.

12. GOVERNING LAW

The parties acknowledge that this Contract has been negotiated and entered into in the State of California, County of Sacramento. The parties agree that this Contract shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any action or proceeding relating to or arising out of this Contract shall be in the County of Sacramento.

13. SAFETY REQUIREMENTS

All services and merchandise must comply with current California State Department of Industrial Relations, Division of Industrial Safety Orders; Occupational Safety and Health Administration (OSHA); and California Department Food and Agriculture (CDFA), if applicable.

14. INSURANCE

Prior to commencement of any work under this Contract, CONTRACTOR shall provide and maintain in effect during the term of this Contract evidence of insurance coverage which is attached hereto and incorporated herein by reference. These insurance requirements are those listed in Request for Bid No. 2025-RFB-0009, which can be found in the document titled Attachment 3 ".

14.1 Evidence of Insurance Compliance

CONTRACTOR or its insurance broker shall deliver the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage to COUNTY. COUNTY may designate an insurance certificate processor ("Processor") to accept and process CONTRACTOR's proof of insurance. CONTRACTOR shall deliver copies of the actual insurance policies, renewals, or replacements directly to COUNTY or Processor upon their request.

15. TERMINATION

15.1 COUNTY 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 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).

15.2 COUNTY may terminate this Contract for cause after giving written notice to CONTRACTOR of material breach of this Contract and thirty (30) days to cure in the 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.

15.3 COUNTY may terminate or amend this Contract immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Contract 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 Contract 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 Contract or any portion thereof; or 4) if funds that were previously appropriated for this Contract are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.

15.4 If this Contract 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 15.1 or 15.3 above, CONTRACTOR 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 CONTRACTOR covered by this Contract, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Contract total based on the portion of the Contract term that has elapsed on the effective date of the termination.

15.5 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 CONTRACTOR can legally cancel.

16. INDEMNIFICATION.
To the fullest extent permitted by law, CONTRACTOR shall indemnify, protect, defend, and hold harmless COUNTY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, resulting from, or related to, this Contract, and/or arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, except where such loss or damage was caused by the sole negligence, or willful misconduct of the COUNTY. The provisions of this section shall survive the completion, termination or suspension of this Contract.

17. NOTICE OF MATERIAL CHANGE IN BUSINESS.
CONTRACTOR agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, CONTRACTOR will immediately notify COUNTY.

18. PRIOR AGREEMENTS.
This Contract constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Contract. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Contract are hereby terminated effective immediately upon full execution of this Contract.

19. MODIFICATION.
This Contract can only be modified by a written amendment signed or acknowledged in writing by the parties.

19.1 Waivers.
Except as provided herein, no alteration, modification, amendment, variation, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Contract shall be binding upon COUNTY unless agreed in writing by the Purchasing

Agent or designee and counsel for COUNTY.

19.2 Assignment
CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Contract or assigning this Contract. CONTRACTOR remains legally responsible for the performance of all Contract terms including work performed by third parties under subcontract or assignment whether approved by the COUNTY, or not. Any subcontracting will be subject to all applicable provisions of this Contract.

20. SEVERABILITY.
If any term or provision of this Contract shall, to any extent, be held invalid or unenforceable, the remainder of this Contract shall not be affected.

21. SUCCESSORS.
This Contract shall bind the successors of COUNTY and CONTRACTOR in the same manner as if they were expressly named.

22. NO THIRD-PARTY BENEFICIARY RIGHTS.
This Contract is entered into for the sole benefit of COUNTY and CONTRACTOR. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.

23. NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED.
The relationship between COUNTY and CONTRACTOR is that solely of a CONTRACTOR and a buyer and no joint venture, partnership or other relationship is created or implied by this Contract.

24. AUTHORITY TO EXECUTE.
COUNTY AND CONTRACTOR represent and warrant that each is duly authorized and has legal authority to execute this Contract and perform the obligations, herein.

25. SURVIVAL OF TERMS.
All services performed and deliverables provided pursuant to this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

26. REPORTS

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

26.2 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 Contract.

26.3 CONTRACTOR's failure to comply with relevant SB 1383 regulations, effective January 1, 2022, to include reporting requirements in the provision of Recycled-Content Paper Products and/or Printing and Writing Paper and/or Recovered Organic Waste Material is a material breach of this Contract.

CONTRACTOR shall be required to submit SB 1383 compliance reports to the County as directed. Reports must be submitted to: sb1383reports@saccounty.gov. Information on SB1383 can be found here: California's Short-Lived Climate Pollutant Reduction Strategy

27. ECONOMIC SANCTIONS

Pursuant to California State Executive Order N-6-22 (Order) imposing economic sanctions against Russia and declaring support of Ukraine, COUNTY shall terminate any contract with any individual or entity that is in violation of the Order or that is subject to economic sanctions therein, and shall not enter a contract with any such individual or entity while the Order is in effect.

If the Contract is $5 million or more, CONTRACTOR shall provide a written report to COUNTY within 60 days of the Effective Date of the Contract or 60 days upon request regarding compliance with economic sanctions and steps taken in response to Russia's action in Ukraine, including but not limited to, desisting from making new investments in, or engaging in financial transactions with Russia or Russian entities, and directly providing support to Ukraine, while the Order is in effect. The COUNTY shall keep the report on file as evidence of compliance with the Order.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Contract may be executed in several counterparts and shall be deemed one and the same Contract. Electronic and scanned signatures shall be deemed original signatures for all purposes, including proof of terms herein, and shall be binding on each party.

29. COOPERATIVE PARTICIPATION ALLIANCE TERMS

This Master Agreement is issued by the Lead Procurement Agency (LPA), County of Sacramento on behalf of Sacramento County Procurement Alliance (SCOPA). SCOPA is a procurement alliance formed by Sacramento County, Sacramento, CA for the benefit and participation of surrounding entities. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, that have joined together to leverage their joint buying power. The Master Agreement will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as LPA, County of Sacramento, including Administrative Fee and Sales Reporting provisions. PAs may include but aren't limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	50,000	Each Short Term Equipment Rental	1.00 / 1	EA	50,000.00

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/.