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County of Sacramento

Open Item Contract

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

Open Item Contract WA00047748 / 01/01/2026

This number must appear on all correspondence to the Purchasing Division.

Contract number/date
WA00047748 / 01/01/2026

Issuing Officer/Telephone
Burnias, Melissa/916-876-6369

Signature: Signed by: Melissa Burnias 12/12/2025
2C1B1CEC3A1E40A...

Your Vendor number with us
641991

PINNACLE PEST CONTROL
3499 BUSINESS DRIVE
SACRAMENTO CA 95820

Vendor Signature: Signed by: Rob Roy McGregor
90BADE1BA0774A2...
Print Name: Rob Roy McGregor
Title: Commercial & Rodent Specialist
Date Signed: 12/12/2025

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

F.O.B. Dest., Freight Prepaid
Payment Terms: Due in 30 Days
Contractual maximum value: 100,000.00

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 COUNTYWIDE contract is available for use by all departments for pest control services. All terms, conditions, and specifications set forth in 2025-RFP-0016 are incorporated herein by reference and made a part of this contract.

Sacramento County Procurement Alliance(SCoPA)Contract
RFP Number: 2025-RFP-0016 Countywide Pest Control Services
Requisition Number: RC33699758
BOS Resolution Number: TBD

CONTRACTOR CONTACT INFORMATION:

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Arnold Molina (Emergency Contact)
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916-704-1692

ISSUING CONTRACT SERVICES OFFICER:

Melissa Burnias
Senior Contract Services Officer
Contract and Purchasing Services Division
County of Sacramento
burniasm@saccounty.gov
916-876-6369

This Contract (Contract) is made and entered into this 1st day of January, 2026 (Effective Date) by and between the COUNTY of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Pinnacle Pest Control hereinafter referred to as "CONTRACTOR".

1. SCOPE OF SERVICES

1.1 Overview and Objectives:

Sacramento County has identified the need for a comprehensive and adaptable pest control program to address diverse and evolving pest challenges across its facilities. While previous efforts focused on routine inspections and treatments, a more systematic and integrated approach is now necessary to achieve sustainable results. The CONTRACTOR will be expected to enhance the County's ongoing pest control strategies through both long-term service delivery and short-term assignments as needed. This includes responding to urgent pest issues, seasonal fluctuations, or specialized facility requirements.

The primary objectives of this contract are as follows:

-To ensure a pest-free environment in all Sacramento County facilities, thereby safeguarding the health and well-being of County employees, residents, and visitors.

-To implement a proactive IPM program that emphasizes prevention, monitoring, and control strategies.

-To maintain compliance with all relevant regulations and safety standards in the provision of pest control services.

-To establish a collaborative partnership with the selected contractor(s) to address and resolve pest-related issues efficiently and effectively.

-To provide transparent and accurate reporting of pest control activities and outcomes.

1.2 Contractor Qualifications and Requirements:

Contractor must meet the following minimum qualifications to ensure the safe, effective, and professional delivery of pest management services throughout Sacramento County facilities:

A. Licensing and Certification

Possess a valid and active California Structural Pest Control license.
Employ certified Qualified Applicators licensed through the California Department of Pesticide Regulation (DPR).
Maintain all necessary business licenses and permits to operate within the State of California.

B. Experience

A minimum of five (5) years of verifiable experience providing integrated pest management (IPM) services for large-scale, multi-site governmental, healthcare, or institutional clients.
Demonstrated knowledge of pest behaviors relevant to Central Valley environments and ability to adapt treatment plans accordingly.

C. Staffing and Supervision

Provide a dedicated account manager who will serve as the primary liaison with County departments.
Employ sufficient and qualified field personnel to deliver consistent and timely service to all designated facilities.

D. Insurance and Legal Compliance

Provide proof of general liability insurance, workers' compensation, and auto liability insurance meeting County minimum thresholds subject to contract award.
Comply with all applicable federal, state, and local health, safety, labor, and environmental regulations.

E. Technical Capabilities

Utilize modern service management tools as available, including:

Real-time digital service logs
GPS-tracked technician visits
Monitoring and reporting software (cloud-based)
Automated reports for missed visits or anomalies

Ability to generate monthly reports and real-time records on pest activity and treatment history. **F.**

Cooperative Participation Agreement

This contract is part of a cooperative purchasing agreement through the Lead Procurement Agency (LPA), County of Sacramento on behalf of SCoPA (Sacramento County Procurement Alliance, a

collaboration that allows the County and other Governmental, Educational, and Non-Profit entities to benefit from collective purchasing power. As a result, may be utilized by additional participating entities, providing expanded visibility and potential for additional opportunities.

Optional National Compliance
This contract is issued in accordance with the regulations and requirements of the State of California and is primarily intended for services within this state. However, Contractors interested in providing services outside of California under this contract must demonstrate their ability to comply with the applicable local, state, and federal regulations of any additional states where services may be provided. Compliance with equivalent regulations in other states will be required for those Contractors seeking to expand their service offerings nationally.

Eligibility Requirements - Optional Licensing and Compliance Across States
Contractors interested in being considered for business outside of California must possess or demonstrate the ability to obtain all necessary local, state, and federal certifications and permits required not only in California but also in any other states where they propose to offer services.

1.3 Scope of Work:

This contract includes requirements that are specific to the needs of the County, as well as potential Cooperative Participants. Cooperative Participants may request variations of the services requested, as long as such requests remain within the general scope.

The County seeks comprehensive solutions for managing, controlling, mitigating, eradicating, and repelling pests that align with Integrated Pest Management (IPM) principles.

The Contractor will be responsible for providing the following services:

A. Inspection and Assessment

The Contractor shall conduct initial and regularly scheduled inspections of County-operated facilities as requested by County Departments, including both interior and exterior spaces, to identify signs of pest activity and conditions conducive to infestations.

Initial Service Visit:

During the initial visit, the Contractor shall walk each site with facility staff (if available) to assess the physical layout, risk areas, and pest trends.

The Contractor shall determine and document the most effective integrated pest control methods appropriate for each facility.

At the Contractor's discretion, the initial service may include:
- Application of approved pesticides to interior and/or exterior perimeter areas
- Placement of bait stations, traps, or exclusion devices in high-risk areas

The Contractor shall also evaluate and document environmental or operational factors contributing to pest activity (e.g., excess moisture, unmanaged vegetation, food debris, or waste handling practices).

Routine/Follow-Up Visits:

During recurring visits, the Contractor shall:

- Reapply pesticides as needed based on pest activity levels and site conditions

- Empty, maintain, or replace traps and monitoring devices
- Monitor pest activity trends and adjust treatment strategies accordingly

Service frequency may vary by location and will be determined based on site-specific needs, pest pressure, and departmental requirements. Some facilities may require weekly visits, while others may be serviced monthly or at alternate intervals as agreed upon with the County.

Follow-Up Service Policy:

No-Cost Follow-Ups: If pest control services are found to be incomplete, ineffective, or improperly performed due to Contractor error or negligence, the Contractor shall provide follow-up visits at no additional cost to the County to ensure proper control and mitigation prior to the regular scheduled routine visit.

Additional-Cost Follow-Ups: Follow-up services requested for new locations, expanded service areas, or new pest issues not previously covered under the routine scope shall be billed separately, subject to prior written approval by the County.

B. Integrated Pest Management (IPM)

The Contractor shall implement an IPM program that emphasizes prevention, monitoring, and targeted control. IPM services must:

- Use least-toxic, environmentally responsible methods whenever possible, and only those approved by EPA (U.S. Environmental Protection Agency) and California DPR (California Department of Pesticide Regulation), applied per labeled instructions.
- Prioritize non-chemical controls and exclusion techniques
- Adapt treatments for sensitive environments (e.g., clinics, kitchens, childcare centers)
- Provide education and guidance to County staff on IPM best practices upon request

C. Treatment and Control

The Contractor shall provide effective treatment and/or removal for pests commonly covered under IPM, including, but not limited to:

Pests Covered Under Base IPM Services

Rodents: Norway rats, roof rats, house mice, deer mice
Insects: Ants, cockroaches, flies, silverfish, crickets, beetles (non-wood-destroying)
Spiders: Common house spiders, wolf spiders
Stinging Insects: Wasps, hornets, yellowjackets (basic nest removal)
Stored Product Pests: Indian meal moths, grain weevils
Occasional Invaders: Centipedes, millipedes, earwigs, stink bugs

Treatments must use approved pesticides and methods, minimize exposure to people and pets, and comply with all safety regulations.

Specialty Pest Services (Priced Separately)

The following pests require specialized treatment and must be priced separately as firm fixed prices per treatment:

Termites (subterranean, drywood)
Bed Bugs
Mosquitoes, Fleas, Ticks

German Cockroach infestations (advanced or severe cases)
Birds and Bats (e.g., pigeons, starlings, sparrows, exclusion work)
Wildlife: Raccoons, squirrels, opossums, snakes
Wood-Destroying Beetles: Powderpost beetles, carpet beetles
Stinging Insects: Bees (e.g., honeybees, carpenter bees - if protected or inaccessible)
Other Pests as mutually agreed upon by Contractor and Contract Holder

Specialty services must include labor, materials, equipment, and follow-up (if applicable), and be invoiced separately from base IPM services. Any required follow-up visits related to specialty services shall adhere to the procedures and conditions outlined in the Routine/Follow-Up Visits above (Section "A").

The list of pests identified in this Scope of Work is not exhaustive; services may include additional pest species as encountered or requested by the County, provided they fall within the Contractor's licensed capabilities and regulatory compliance.

D. Monitoring and Reporting

The Contractor shall:

Regularly monitor pest activity in all county facilities using a combination of visual inspections, trapping, and monitoring devices.

Real-time digital service logs, GPS-tracked technician visits, and cloud-based monitoring shall be used to verify service delivery and enhance accountability, and must be made accessible to the County upon request at any time.

Keep detailed records of all pest control activities, including inspection dates, treatment methods, pest activity levels, and any recommendations for improvements.

Provide monthly reports to County Department Contacts or as requested summarizing pest control efforts, treatment outcomes, and any areas of concern.

Maintain an open line of communication with county staff to address any pest-related issues promptly and effectively.

E. Emergency Services

The Contractor shall provide rapid-response pest control services for urgent, one-time situations that pose immediate health, safety, or operational risks. These may include:

- Significant infestations
- Pest-related health and safety threats
- Property damage or unexpected pest activity
- Wildlife intrusion (e.g., raccoon in an office)
- Stinging insects near public entrances
- Rodents in food service areas

Emergency service requests must be addressed within 24 hours of notification. Contractors shall:

- Provide multiple reporting channels (e.g., phone, email, cloud-based software)
- Designate a dedicated emergency contact for County personnel
- Document and invoice emergency services separately from recurring services

1.4 Performance Standards and Evaluation:

Sacramento County is committed to ensuring high-quality, effective, and transparent pest management across all facilities. The Contractor will be evaluated on the following performance standards throughout the term of the contract:

A. Service Quality and Effectiveness

Measurable reduction of pest sightings and incidents across all treated facilities.

Timely and appropriate treatment interventions, including adherence to IPM protocols.

Effective response to facility-specific pest issues, particularly in sensitive environments.

B. Response Time

Non-emergency service calls addressed within 72 hours of initial request, or as otherwise agreed upon by requesting County Department.

Emergency or urgent service calls responded to within 24 hours, or as otherwise agreed upon by requesting County Department.

C. Compliance and Safety

Strict adherence to local, state, and federal regulations regarding pesticide application, safety protocols, and documentation.

Proper use, handling, storage, and disposal of all materials in compliance with the California Department of Pesticide Regulation (DPR) and U.S. EPA standards.

D. Reporting and Documentation

Monthly summary reports delivered to County staff on time and in agreed-upon formats.

Real-time digital service logs, GPS-tracked technician visits, and cloud-based monitoring.

Accurate service logs with specific treatment details, pest activity data, and recommendations.

Proactive communication regarding pest trends, site access issues, or service limitations.

E. Professional Conduct

Courteous, respectful, and professional behavior by all contractor personnel.

Compliance with all County site rules, including check-in/check-out procedures as requested by the County department.

F. Contractor Review and Feedback

County reserves the right to conduct periodic performance reviews and site audits.

Contractor performance will be assessed using:
- County staff feedback
- Service log accuracy
- Responsiveness to communication
- Compliance with scope, schedule, and invoicing protocols

Failure to meet performance standards may result in corrective action, issuance of a formal notice to cure, and/or contract termination, in accordance with County contract terms and conditions.

1.5 Deliverables and Reporting Expectations:

CONTRACTOR shall provide the following deliverables and reports throughout the contract term. These items must be submitted in a timely manner, in formats agreed upon with the County, and shall be used to evaluate service effectiveness and ensure compliance with contract requirements.

A. Initial Site Assessment Report

Submitted within five (5) business days of the initial site visit
Includes:
- Pest activity findings
- Environmental or operational risk factors
- Recommended treatment plan
- Preventive care schedule
- Facility-specific IPM strategy

B. Monthly Service Reports

Submitted to designated County department contacts
Includes:
- Dates and locations of service visits
- Pest activity levels and trends
- Treatment methods and materials used
- Trap and monitoring device status
- Recommendations for sanitation, exclusion, or operational changes
- Any follow-up actions taken or scheduled

C. Emergency Service Logs

Submitted within 48 hours of emergency response
Includes:
- Nature of the emergency (e.g., infestation, health risk)
- Response time and personnel involved
- Treatment actions taken
- Materials and equipment used
- Outcome and follow-up recommendations

D. Annual Summary Report

Submitted at the end of each contract year
Includes:
- Overview of pest control activities across all serviced facilities
- Summary of pest trends and seasonal fluctuations
- Effectiveness of IPM strategies
- Recommendations for program improvements
- Summary of training or education sessions conducted

E. Digital Service Logs

Accessible to County staff
Includes:

- Technician check-in/check-out times
- GPS tracking of service locations
- Real-time updates on pest activity and treatments
- Historical service data archive

F. Incident Reports

Submitted for any service-related incidents, such as:
- Accidental exposure to pesticides
- Property damage
- Safety violations

Includes corrective actions taken and preventive measures implemented

The Contractor shall submit all required reports and deliverables in a timely manner and in formats approved by the County. Failure to provide accurate and complete documentation may result in performance penalties or contract review. The County reserves the right to request additional reports or data as needed to support program oversight and compliance.

1.6 Invoicing and Payment Terms:

CONTRACTOR shall submit one consolidated invoice per month to the designated County department contact, unless otherwise agreed upon in writing. If multiple service locations fall under a single department (e.g., Department of General Services- Facilities), the invoice must combine all locations into a single document, clearly itemized by site and service.

Each invoice must include:
- Contract number and department name
- Facility name(s) and address(es)
- Dates of service
- Description of services performed (e.g., routine IPM, emergency response, specialty treatment)
- Itemized costs aligned with the approved pricing schedule
- Supporting documentation, including service logs, treatment reports, and pest activity summaries
- Any approved materials or equipment billed separately

Invoices must be submitted within 30 days of service completion. The County reserves the right to request additional documentation or clarification prior to payment. Payment will be made in accordance with the County's standard payment schedule, typically Net 30 days from receipt of a complete and accurate invoice.

Failure to submit complete and accurate invoices may result in delayed payment or rejection of the invoice.

1.7 Transition Period:

To ensure continuity of service and a seamless handover of responsibilities, Sacramento County will implement a three-month transition period following award of the contract. During this period:
- The outgoing contractor shall continue to provide pest control services at current service levels until the transition is complete.
- The incoming contractor shall begin coordinated onboarding activities, including:
- Site visits and walkthroughs of County facilities.
- Review of historical service data and pest control records.
- Coordination with County department contacts to understand service expectations and unique site needs.
- Development of site-specific Integrated Pest Management (IPM) plans.

The incoming contractor must be fully operational and prepared to assume full responsibility for all services at the end of the transition period.

The County reserves the right to adjust the transition timeline based on project needs, vendor readiness, or critical pest control priorities.

2. CONTRACT TERM

This Contract shall be effective and commence as of the "Valid from" date (the Effective Date) through the "Valid to" date written above. 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 County seeks competitive and transparent pricing for Integrated Pest Management (IPM) services across a variety of facility types and service needs. Contractors shall provide detailed pricing for each category listed below. All pricing must be submitted in the units of measure (UOM) specified and reflect firm fixed rates unless otherwise noted. Pricing must include all labor, travel, equipment, materials, and reporting unless explicitly excluded.

A. Initial Site Visit (One-Time Fee)

Contractors shall provide pricing for an initial site visit to each facility, which includes a comprehensive assessment of pest activity, identification of target pests, and development of a recommended treatment and prevention plan. Contractors may perform basic treatment during the initial visit if appropriate and approved by the County representative. All findings must be documented and submitted within 5 business days or as requested by the County Department.

Basic treatment may be performed during the initial visit if deemed appropriate and approved by the County representative. All findings must be documented and submitted within five (5) business days or as requested by the County Department.

Pricing Entries:
Initial Site Visit Assessment (One-Time Fee) - UOM: $0.00 per visit
Initial Site Visit Assessment and Treatment (One-Time Fee) - UOM: $100.00 per visit

B. Facility Size-Based Pricing (Recurring Service Fee)

Contractors shall provide fixed per-visit pricing based on facility square footage. Pricing must be scalable across the following tiers and reflect the scope of service required. Service frequency may vary by facility depending on pest pressure, occupancy, and environmental conditions.

Total Monthly Cost = Fixed Rate Per Visit × Number of Visits per Month

Pricing Tiers:
- Up to 5,000 sq. ft. - $57.00 Fixed Rate Per Visit
- 5,001 - 15,000 sq. ft. - $170.00 Fixed Rate Per Visit
- 15,001 - 50,000 sq. ft. - $340.00 Fixed Rate Per Visit
- 50,001 - 100,000 sq. ft. - $680.00 Fixed Rate Per Visit
- 100,001 - 200,000 sq. ft. - $1,359.00 Fixed Rate Per Visit
- 200,001 - 350,000 sq. ft. - $1,545.00 Fixed Rate Per Visit

350,001+ sq. ft. - Quoted Separately

For facilities exceeding 350,001 sq. ft., pricing shall be quoted individually based on site-specific requirements, service complexity, and County approval.

C. Specialty Pest Services

The County may require pest control services beyond the scope of routine IPM. These services must be priced separately and submitted as firm fixed prices per treatment, based on clearly defined service units. Pricing must include all labor, travel, materials, equipment, and reporting.

Specialty Pests:
- Termites
- Bed Bugs
- Rodents (Advanced)
- Birds/Bats
- Mosquitoes
- German Cockroaches (Advanced)

Specialty services must be invoiced separately and may be requested on an as-needed basis. Contractors may attach supporting documentation or service descriptions. The County reserves the right to negotiate pricing for services not listed or for facilities exceeding the defined unit size.

Comprehensive Termite Treatment (Includes inspection, chemical soil treatment, bait station setup, and spot treatment and any required follow-up) - UOM: Per facility (<=10,000 sq ft) $1,751.00

Annual Termite Monitoring & Maintenance (Includes quarterly inspections, bait station checks, and minor retreatments)-UOM: Per facility (<=10,000 sq ft) $310.00

Comprehensive Bed Bug Treatment (Includes inspection, chemical or heat treatment, mattress encasement, and one follow-up) -UOM: Per Room or Unit $1,340.00

Bed Bug Follow-Up Inspection & Retreatments (Includes post-treatment inspection and retreatment if activity persists)- UOM: Per Room or Unit $1,030.00

Bed Bug Preventive Monitoring Program (Includes visual inspection, monitoring devices, and early detection protocols)- UOM: Per Room or Unit (monthly) $52.00

Advanced Rodent Control Program (Includes inspection, trapping, baiting, and one follow-up) -UOM: Per facility (<=10,000 sq ft)) $824.00

Rodent Follow-Up Monitoring & Maintenance (Includes inspection, trap checks, and bait station servicing)-UOM: Per facility (monthly) $128.00

Bird/Bat Removal Service (Includes humane removal, inspection, cleanup of nesting/droppings, and one follow-up) - UOM: Per facility (<=10,000 sq ft) $3,090.00

Mosquito Control Treatment (Includes perimeter barrier spray, larvicide application, and breeding site inspection)- UOM: Per facility (<=10,000 sq ft outdoor area) $155.00

Advanced German Cockroaches Initial Cleanout Treatment (Initial Cleanout Treatment)- UOM: Per cleanout $284.00

German Cockroaches Follow-Up Treatment (Includes re-inspection, bait replenishment, and spot treatment)-UOM: Per follow-up visit $129.00

D. Emergency or On-Call Services

Contractors shall provide pricing for urgent pest control services that fall outside of regularly scheduled visits. These services must be available within 24 hours of notification and may occur during evenings, weekends, or holidays.

Pricing Entries:

Regular Business Hours Emergency Response Rate - UOM: $103.00 Fixed Rate per Hour
After-Hours, Weekend, or Holiday Response Rate - UOM: $155.00 Fixed Rate per Hour

E. Materials & Equipment

Contractors shall provide pricing details for any materials, products, or equipment not included in the base service. This includes bait stations, monitoring devices, traps, and specialty treatments. If applicable, vendors should specify any discounts offered or provide itemized pricing for commonly used products.

Material/Equipment Type:
Bait Station : $20.00 each
Tin Cat: $10.00 each
Katch-All: $19.00 each
Fly Lights: $344.00 each
Door Sweeps: $75.00 each

Bird Spikes (Five spikes, per two foot section): $10.00 each
Bird Netting (3/4' 25' X 25'): $305.00 each
Net Rings - Galv (1/2' box): $102.00 each

Articulating Boom Lift: $937.00 per day
Scissor Lift: $625.00 per day

Pricing Entry:
Discount Rate for Materials Not Included in Base Service - UOM: 25 (%)

F. Volume Discounts

Contractors may offer volume-based discounts for servicing multiple facilities or bundled service packages. These discounts should be clearly stated and applied consistently across applicable services.

Pricing Entry:
Volume Discount - UOM: 15 (%)

G. Training & Education Services (Optional)

Contractors may offer staff training sessions or pest awareness walkthroughs to support proactive pest management and facility-level knowledge. These services are distinct from initial site assessments and may include pest identification, prevention strategies, sanitation best practices, and IPM principles.

Pricing Entry:
Staff Training or Pest Awareness Walkthroughs - UOM: $55.00 Fixed Rate per Hour

3.1 PRICE CHANGES

All pricing submitted in response to this RFP shall remain firm for the first two years of the contract term. Contractors may request price adjustments only in the event of significant changes in market conditions, regulatory requirements, or material costs. Any proposed adjustment must be submitted in writing at least 30 days prior to the anniversary date of the Contract and must include detailed justification, such as documentation of increased supplier costs or labor rate changes. If the Contractor has initiated price escalation prior to approval, the County is due all overpayments remitted to the Contractor. The County reserves the right to approve, negotiate, or reject any price adjustment request. In no case shall annual price increases exceed 5%, unless otherwise authorized in writing by the County.

3.2 TRAVEL COSTS

Any travel costs incurred by CONTRACTOR in the performance of work under this Agreement is included within the contract price and must be approved in advance and in writing by the Director or designee. COUNTY's reimbursements for travel costs shall not exceed the standard rates established in Internal Revenue Service Publication 463. COUNTY is under no obligation to reimburse extraordinary expenses submitted by CONTRACTOR under this Agreement. Extraordinary expenses include, but are not limited to: first-class air travel, hotel costs that exceed general rates for the area, travel expenses that exceed a reasonable amount of time needed to perform the work, pet boarding or childcare related expenses incurred during travel, and travel insurance.

4. CONTRACT USE

This Countywide Contract is available for use by all Departments.

4.1 MULTIPLE AWARD

WA00047746 Advanced IPM
WA00047747 Pestmaster Services. L.P.
WA00047748 Pinnacle Pest Control

5. PERFORMANCE STANDARDS

CONTRACTOR shall perform the services under this Contract in accordance with the applicable industry and/or professional standards in accordance to the terms listed on the front page of the Contract, after execution of this Contract by all parties. Services shall be performed within 30 days of service request or agreed to otherwise between the CONTRACTOR and COUNTY requestor.

5.1 INSPECTION AND ACCEPTANCE

The Services shall be received by COUNTY subject to COUNTY's reasonable inspection, testing, approval, and acceptance of the Service. If the Services are rejected by the COUNTY as nonconforming, COUNTY may reject the Service at CONTRACTOR's risk and expense, and the Service shall not be replaced or performed by CONTRACTOR without written authorization from COUNTY. The COUNTY may reduce or limit payments under the Contract to reflect the reduced value of the nonconforming services.

5.2 COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

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."

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5.4 RECALL NOTICE
CONTRACTOR must immediately notify each ordering Department/Division/Office upon receipt of official recall notice for any installed or repaired items.

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 - Scope of Services 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 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. Counting of time 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 in Section 3 - Pricing for the Services as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Services 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.

7.2 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 located at the end of this Contract. In the event

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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 and/or Services). 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 services, 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 performance. 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 of 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 can be found in the attached document titled "Appendix G - Minimum Insurance Requirements".

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 CONTRACTOR written notice 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 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 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, for work or services provided under this Contract, CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its governing Board, officers, directors, officials, employees, and authorized volunteers and agents (collectively "Indemnified

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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, expert fees, and reasonable attorneys' fees, resulting from injuries to or death of any person, including employees of either party hereto, and damage to or destruction of property, or loss of use or reduction in value thereof, including the property of either party hereto, and recovery of monetary losses incurred by COUNTY directly attributable to the performance of CONTRACTOR, to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, CONTRACTOR's sub-CONTRACTORs or subcontractors at any tier, or any other party for which CONTRACTOR is legally liable under law.

The right to defense and indemnity under this section arises upon occurrence of an event giving rise to a claim and tendered in writing to CONTRACTOR. CONTRACTOR shall defend Indemnified Parties with counsel reasonably acceptable to COUNTY.

Notwithstanding the foregoing, the parties expressly agree that CONTRACTOR's defense obligation under this indemnity obligation shall require CONTRACTOR to defend the Indemnified Parties until any of the following occur: (1) the judgment has become final by a Court of Competent Jurisdiction, (2) other mutually agreeable dispute resolution or settlement process establishing the proportionate percentage of fault of the parties under law. In the event that fault is apportioned between COUNTY and CONTRACTOR, CONTRACTOR's final cost of defense shall not exceed its proportionate percentage of fault. To the extent that CONTRACTOR's cost of defense exceeds its proportionate percentage of fault, COUNTY shall reimburse CONTRACTOR. If requested by COUNTY, CONTRACTOR agrees to participate, at its own expense, in the defense of a Claim to provide testimony or to produce documents or other relevant information.
To the extent permitted by law, this indemnity obligation shall not be limited by the types and amounts of insurance or self-insurance maintained by CONTRACTOR or CONTRACTOR's sub-CONTRACTORs 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 Contract.

17. LICENSES, PERMITS AND CONTRACTUAL GOOD STANDING

17.1 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 maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Contract and constitutes grounds for the termination of this Contract by COUNTY.

17.2 CONTRACTOR further certifies to COUNTY that it and its principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, State or COUNTY government contracts. CONTRACTOR certifies that it shall not contract with a Subcontractor that is so debarred or suspended.

18. STATUS OF CONTRACTOR

18.1 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 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 by reason of this Contract.

18.2 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.

18.3 If, in the performance of this Contract, 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, and the COUNTY shall have no right or authority over such persons or the terms of such employment.

18.4 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 a) any entitlement as a COUNTY employee; or b) except as otherwise provided by this Contract, the right to act on behalf of COUNTY in any capacity whatsoever as agent, nor to bind COUNTY to any obligation whatsoever. CONTRACTOR shall not be covered by worker's compensation; nor shall CONTRACTOR be entitled to compensated sick leave, vacation leave, retirement entitlement, participation in group health, dental, life and other insurance programs, or entitled to other fringe benefits payable by the COUNTY to employees of the COUNTY.

18.5 Notwithstanding CONTRACTOR's status as an independent CONTRACTOR, COUNTY shall withhold from payments made to CONTRACTOR such sums as are required to be withheld from employees by the Federal Internal Revenue Code; the Federal Insurance Compensation Act; the State Personal Income Tax Law and the State Unemployment Insurance Code; provided, however, that said withholding is for the purpose of avoiding COUNTY's liability under said laws and does not abrogate CONTRACTOR's status as an independent CONTRACTOR as described in this Contract. Further, CONTRACTOR is not included in any group covered by COUNTY's present agreement with the federal Social Security Administration.

19. SUBCONTRACTS, 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 subcontracts or assignment whether approved by COUNTY or not.

Any subcontracting will be subject to all applicable provisions of this Contract.

20. 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.

21. 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.

22. MODIFICATION

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This Contract can only be modified by a written amendment signed by the parties.

23. WAIVERS

Except as provided herein, no alteration, 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.

24. 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.

25. SUCCESSORS

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

26. 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.

27. 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.

28. FORCE MAJEURE

Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except as otherwise specifically provided herein).

29. 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.

30. 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.

31. REPORTS

31.1 CONTRACTOR shall, without additional compensation therefore, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by 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.

31.2 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 Agreement.

31.3 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

32. 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.

33. 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.

34. 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 as outlined in Exhibit A. 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.

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APPENDIX G

COUNTY OF SACRAMENTO
MINIMUM INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Contract by CONTRACTOR, its agents, representatives or employees. 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 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.

1. Verification of Coverage

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

2. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by COUNTY Risk Manager.

AUTOMOBILE LIABILITY: Insurance Services Office's Commercial Automobile Liability coverage form CA 0001. 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. Personal Lines automobile insurance shall apply if vehicles are individually owned.

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

PROFESSIONAL LIABILITY or Errors and Omissions Liability insurance appropriate to CONTRACTOR'S profession.

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.

3. Minimum Limits of Insurance

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CONTRACTOR shall maintain limits no less than:

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

Automobile Liability:

a. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, $1,000,000 Combined Single Limit.
b. Personal Lines Automobile Liability for Individually owned vehicles, $250,000 per person, $500,000 each accident, $100,000 property damage.

Workers' Compensation: Statutory.

Employer's Liability: $1,000,000 per accident for bodily injury or disease.

Professional Liability or Errors and Omissions Liability: $2,000,000 per claim and aggregate.

4. Deductibles and Self-Insured Retention

Any deductible or self-insured retention that apply to any insurance required by this Contract must be declared and approved by COUNTY.

5. Claims Made Professional Liability Insurance

If professional 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, CONTRACTOR must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

6. Other Insurance Provisions
The insurance policies required in this Contract are to contain, or be endorsed to contain, as applicable, the following provisions:

All Policies:
a. ACCEPTABILITY OF INSURERS: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-: VII. 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 COUNTY and the general public are adequately protected.

b. MAINTENANCE OF INSURANCE COVERAGE: CONTRACTOR shall maintain all insurance coverages and limits in place at all times and provide COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date.

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CONTRACTOR is required by this Contract 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 Contract.

7. Commercial General Liability and/or Commercial Automobile Liability:

a. ADDITIONAL INSURED STATUS: 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 CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no endorsed limitations on the scope of protection afforded to 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, CONTRACTOR'S insurance coverage shall be endorsed to be primary insurance as respects COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, directors, officials, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it.

d. SEVERABILITY OF INTEREST: 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 CONTRACTOR'S subcontractor.

8. Professional Liability:

PROFESSIONAL LIABILITY PROVISION: Any professional liability or errors and omissions policy required hereunder shall apply to any claims, losses, liabilities, or damages, demands and actions arising out of or resulting from professional services provided under this Contract.

9. 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 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 Contract by 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.

10. 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 Contract 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.

Item Mat Num	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00010	100,000	Each Pest Control Services	1.00 / 1 EA		100,000.00

Open Item Contract

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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 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 the County.
12. **ALL MODIFICATIONS IN WRITING:** It is mutually understood and agreed that no alteration, modification 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 disaster.
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 Department of Child Support Services 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 default 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/contractor 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/contractor. The County of Sacramento calculates US Dollars based on the exchange rate on such invoice date provided by the Oanda currency converter site:
https://www1.oanda.com/lang/en/currency/converter/.