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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 WA00048244 / 08/29/2026

This number must appear on all correspondence to the Purchasing Division.
Contract number/date
WA00048244 / 08/29/2026
Issuing Officer/Telephone
Deol, Kevin/916-876-6382

Signature: Kevin Deol

Your Vendor number with us
634715

COSCO FIRE PROTECTION INC
3850 ATHERTON RD.
ROCKLIN CA 95765

Signed by:
Vendor Signature: Kyle Nixon
92249A215F704B4...
Print Name: Kyle Nixon
Title: District General Manager
Date Signed: 8/7/2026

Contract Period
Valid from: 08/29/2026
Valid to: 08/28/2027

F.O.B. Dest., Freight Prepaid
Payment Terms: PAYABLE IMMEDIATELY DUE NET
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.

2026-RFB-0019
COMMODITY CODE: 9999
Material Description: Fire Suppression System Maintenance

CONTRACTOR CONTACT INFORMATION:
Lisa Dean
Phone: (916) 652-1306
Email: ldean@coscofire.com

END USER DEPARTMENTAL POINT OF CONTACT
Matthew Davies

Department of General Services, Admin Services Officer II
Phone: (916) 875-6270
Email: daviesm@saccounty.gov

ISSUING CONTRACT SERVICES OFFICER:
Kevin Deol
Contract Services Officer II
Phone: (916) 876-6382
Email: deolk@saccounty.gov

****
Amendment No. 1: Issued on 8/28/2026 by Kevin Deol as follows:
1. Water Resources added to this contract.
****

This Contract (Contract) is made and entered into this 29th day of August 2026 (Effective Date) by and between the COUNTY of Sacramento, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Engineered Monitoring Systems hereinafter referred to as "CONTRACTOR."

1. SCOPE OF SERVICES

This agreement establishes the terms for purchasing fire suppression system maintenance services and respective parts. Services covered under this agreement include; testing, inspection, maintenance, certification, and emergency repair services. Contractor shall ensure that all County fire prevention systems are maintained in full operational condition and in compliance with applicable codes, standards, and regulatory requirements.

Contractor shall also provide 24-hour, seven-day-a-week emergency repair coverage, with on-site response by a certified technician within two (2) hours of notification, and shall diligently pursue repairs until systems are restored to full functionality within specified time constraints. Emergency services shall be provided on an on-call basis, and County reserves the right to determine what constitutes an emergency.

Contractor is expected to coordinate service schedules in advance, provide required notifications to County representatives and communication centers, furnish complete inspection and service documentation, and ensure that all applicable fire suppression systems remain code compliant and fully operational.

CONTRACTOR shall perform Services in the type and manner described in the quotation given to the COUNTY.

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

Dry Side:

Panel Testing & Maintenance; Regular Work Hours (7am-4pm): $165.00
Panel Testing & Maintenance; Outside Regular Work Hours (4pm-7am and weekends): $245.00
Emergency rate: $310.00
Holiday rate: $310.00

Wet Side:

Panel Testing & Maintenance; Regular Work Hours (7am-4pm): $165.00
Panel Testing & Maintenance; Outside Regular Work Hours (4pm-7am and weekends): $245.00
Emergency rate: $310.00
Holiday rate: $310.00

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.

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 comply with the COUNTY Travel Policy and shall not exceed the standard rates established in Internal Revenue Service Publication 463 and U.S. General Services Administration per diem rates. COUNTY is under no obligation to reimburse extraordinary or personal expenses, as defined in Publication 463, 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 restricted use contract is available for use only by the Department of General Services.

4.1 MULTIPLE AWARD
Two agreements were awarded for this scope; WA00048242 - National Fire Systems, and WA00048244 - Cosco Fire Protection.

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."

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 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 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

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. WEB ACCESSIBILITY

CONTRACTOR shall ensure that all web sites and web applications provided by CONTRACTOR pursuant to this Contract shall comply with the County of Sacramento's Web Accessibility Policy. Failing to comply with the WCAG ("Web Content Accessibility Guidelines") Version 2.1, Level AA policy (https://www.w3.org/TR/WCAG21/) or take significant steps toward doing so in a reasonable amount of time by April 24, 2026, shall result in consequences up to and including refund of purchase price and/or termination of the Contract.

34. SACRAMENTO COUNTY PURCHASING ALLIANCE MASTER AGREEMENT

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.

35. 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.

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

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.

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	55,000	Dollar Labor - Dry Side (Test & Maint)	1.00	/ 1 $	55,000.00
00020	25,000	Dollar Materials - Dry Side	1.00	/ 1 $	25,000.00
00030	40,000	Dollar Labor - Wet Side (Test & Maint.)	1.00	/ 1 $	40,000.00
00040	25,000	Dollar Materials - Wet Side	1.00	/ 1 $	25,000.00
00050	25,000	Dollar Water Resources	1.00	/ 1 $	25,000.00

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 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/.