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**STANDARD SERVICES CONTRACT HEADER HERE**  
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RFX (RFP, RFB, RFQ, RFI) Number:

Material Description: <<Provide material description here>>

**CONTRACTOR CONTACT INFORMATION:**

CONTRACTOR NAME:

CONTRACTOR PHONE:

CONTRACTOR FAX:

CONTRACTOR E-MAIL:

CONTRACTOR WEBSITE:

**END-USER DEPARTMENT CONTACT:**

NAME, DEPARTMENT & TITLE:

PHONE NUMBER/FAX:

E-MAIL:

**ISSUING CONTRACT SERVICES OFFICER:**

NAME & TITLE:

PHONE NUMBER (FAX IF APPLICABLE):

E-MAIL:

This Contract ("Contract") is made and entered into this Enter Date (i.e. 1st day) day of Month, 2017 ("Effective Date") by and between the COUNTY of Sacramento, a political subdivision of the State of California, hereinafter referred to as ("COUNTY"), and <<CONTRACTOR Name>> ("CONTRACTOR").

**1. SCOPE OF SERVICES**

<<Enter a description of the services to be obtained here.>> CONTRACTOR shall perform services in the type and manner described in the quotation given to the COUNTY.

**2. CONTRACT TERM**

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

### 3. PRICING

<<List contract pricing here>>

#### 3.1. PRICE CHANGES

<<Insert pricing structure from Solicitation or Negotiated>>

EXAMPLES FOR CSO, BUT NOT LIMITED TO (USE WHAT IS APPROPRIATE)

- 3.1.1 Supply price increases to the Company;
- 3.1.2 Governmental or Regulatory Agency increases to the trade;
- 3.1.3 Consumer Price Index (CPI) increases to the industry or Producers Price Index (PPI)

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 vendor has initiated price escalation prior to approval, the COUNTY is due all overpayments remitted to CONTRACTOR. COUNTY retains right to determine whether price change requests are acceptable.

### 4. CONTRACT USE

This <<COUNTY-Wide or Restricted Contract>> is available for use by <<Specify which departments can use the contract.>>

#### 4.1. MULTIPLE AWARD <<If Applicable>>

<<If applicable, list whether vendor is a primary or secondary CONTRACTOR, or multiples. If not applicable do not include this clause.>>

##### 4.1.1. PRIMARY AND SECONDARY

The Primary CONTRACTOR and Contract for this commodity is <<CONTRACTOR & Contract No.>>. If the Primary is not able to fulfill the requested items, COUNTY will offer the Secondary vendor, <<Secondary CONTRACTOR & Contract No.>>, the opportunity to provide the requested Goods.

##### 4.1.2. MULTIPLE AWARDS

End-user departments are required to solicit quotes from the awarded contracts to secure the best pricing. Once quotes are obtained, a Contract Shipping Order (CSO) may be issued to the awarded CONTRACTOR offering the best pricing. <<Modify as needed to capture your contract needs>> Include threshold where quotes are required (e.g. >\$2,500).

## **5. PERFORMANCE STANDARDS**

CONTRACTOR shall perform the services under this Agreement 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. <<Modify as needed to capture your contract needs>>

### **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 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 that arrive to the COUNTY must be acceptable in order to be paid. Invoices with any incorrect pricing and/or terms, that are too light to read, illegible, missing CSO number, or with cut off information will be returned to the CONTRACTOR for resubmission. Time clock for payment will begin upon COUNTY's receipt of an acceptable invoice. MAIL INVOICE OR SEND VIA EMAIL TO REQUESTING DEPARTMENT (aka 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.

**6.3. TIME OF PAYMENT**

CONTRACTOR shall invoice the COUNTY in a timely manner, in accordance with the payment terms listed on Page 1 for the goods as defined herein. The COUNTY shall pay CONTRACTOR for all accepted Goods invoiced in accordance with the payment terms listed on page 1 of the contract, or unless otherwise agreed to.

**6.4. LATE FEES**

Interest or late charges shall not exceed provisions set forth in Government Code Section 926.10.

**7. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

CONTRACTOR must repair, or pay for the repair of, any damage it causes to COUNTY real or personal property.

**7.1. REPAIRS**

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

**7.1.1. TIMELINESS**

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

**8. GENERAL TERMS AND CONDITIONS**

The COUNTY of Sacramento General Terms and Conditions are attached hereto. CONTRACTOR agrees to be bound by our General Terms and Conditions which is located at the end of this Agreement document.

**8.1.** Exceptions to T&Cs (NOTE: Insert any negotiated exceptions to our Standard Terms and Conditions here)

## **9. MINIMUM USAGE**

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

## **10. WARRANTIES**

CONTRACTOR warrants that the 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 of Sacramento 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 and all remedies available at law or in equity, including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction. <<CSO to include breach language to applicable clauses>>

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

**11.2** Each of the parties to this Agreement (and the Selling Members as third-party beneficiaries) will be entitled to enforce its rights under this Agreement specifically, to recover damages and costs (including attorney’s fees) caused by any breach of

any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party may in its sole discretion apply to any court of law or equity of competent jurisdiction (without posting any bond or deposit) for specific performance and/or other injunctive relief in order to enforce or prevent any violations of the provisions of this Agreement.

## **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 Division of Industrial Safety Orders, O.S.H.A., and C.D.F.A.

## **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 Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then

the notice of termination shall be deemed to have been given without cause pursuant to this paragraph (15.1).

- 15.2.** COUNTY may terminate this Agreement for cause immediately upon giving written notice to CONTRACTOR should CONTRACTOR materially fail to perform any of the covenants contained in this Agreement in the time and/or manner specified. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If notice of termination for cause is given by COUNTY to CONTRACTOR and it is later determined that CONTRACTOR was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (15.1) above.
- 15.3.** COUNTY may terminate or amend this Agreement immediately upon giving written notice to CONTRACTOR, 1) if advised that funds are not available from external sources for this Agreement or any portion thereof, including if distribution of such funds to the COUNTY is suspended or delayed; 2) if funds for the services and/or programs provided pursuant to this Agreement are not appropriated by the State; 3) if funds in COUNTY's yearly proposed and/or final budget are not appropriated by COUNTY for this Agreement or any portion thereof; or 4) if funds that were previously appropriated for this Agreement are reduced, eliminated, and/or re-allocated by COUNTY as a result of mid-year budget reductions.
- 15.4.** If this Agreement is terminated under paragraph 15.1 or 15.3 above, CONTRACTOR shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph 15.1 or 15.3 above, CONTRACTOR shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually performed bear to the total services of CONTRACTOR covered by this Agreement, less payments of compensation previously made. In no event, however, shall COUNTY pay CONTRACTOR an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.
- 15.5.** CONTRACTOR shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses and 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 Agreement, 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 Agreement.

## **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 Agreement and constitutes grounds for the termination of this Agreement 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 agreement.
- 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 agreement, any third persons are employed by CONTRACTOR, such person shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR, 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 Agreement, 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**

**19.1.** CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

**19.2.** This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

## **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 Agreement constitutes the entire contract between COUNTY and CONTRACTOR regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CONTRACTOR regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

## **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 Agreement 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 Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

## **24. ASSIGNMENT**

**24.1** CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CONTRACTOR remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CONTRACTOR shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.

**24.2** This Agreement is not assignable by CONTRACTOR in whole or in part, without the prior written consent of COUNTY.

**25. 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.

**26. SUCCESSORS**

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

**27. 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.

**28. 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.

**29. 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).

### **30. AUTHORITY TO EXECUTE**

Witness Whereof, the parties hereto have established that if the COUNTY and CONTRACTOR perform pursuant to this agreement, that the contract is executed by behavior. CONTRACTOR SHALL NOT PERFORM AS REQUIRED BY THIS AGREEMENT IF NOT AGREEABLE TO THE TERMS OF THIS CONTRACT.

### **31. SURVIVAL OF TERMS**

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

### **32. REPORTS**

- A. CONTRACTOR shall, without additional compensation therefor, make fiscal, program evaluation, progress, and such other reports as may be reasonably required by DIRECTOR concerning CONTRACTOR's activities as they affect the contract duties and purposes herein. COUNTY shall explain procedures for reporting the required information.
- B. CONTRACTOR agrees that, pursuant to Government Code section 7522.56, CONTRACTOR shall make best efforts to determine if any of its employees or new hires providing direct services to the county are members of the Sacramento County Employees' Retirement System (SCERS). CONTRACTOR further agrees that it shall make a report bi-annually (due no later than January 31st and July 31st) to the COUNTY with a list of its employees that are members of SCERS along with the total number of hours worked during the previous 6 months. This report shall be forwarded to issuing officer listed on page 1 of this Agreement.
- C. 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. Information on SB1383 can be found here: [California's Short-Lived Climate Pollutant Reduction Strategy](#)

### **33. 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.

SAMPLE

## APPENDIX G

### COUNTY OF SACRAMENTO MINIMUM INSURANCE REQUIREMENTS

Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by 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 Agreement 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 Agreement 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 Agreement to immediately notify COUNTY if they receive a communication from their insurance carrier or agent that any required insurance is to be canceled, non-renewed, reduced in scope or limits or otherwise materially changed. CONTRACTOR shall provide evidence that such cancelled or non-renewed or otherwise materially changed insurance has been replaced or its cancellation notice withdrawn without any interruption in coverage, scope or limits. Failure to maintain required insurance in force shall be considered a material breach of the Agreement.

**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 Agreement.

**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 Agreement 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 Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CONTRACTOR shall give prompt and timely notice thereof

to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

SAMPLE