



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 WA00031120 /  
12/10/2013**

Your Vendor number with us  
631198

REDFLEX TRAFFIC SYSTEMS INC  
23751 N 23rd AVE STE 150  
PHOENIX AZ 85085-1854

Vendors Contact Person: RAY TORREZ  
Vendors Phone Number: 916-284-9969

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

Contract number/date  
WA00031120 / 12/10/2013

Issuing Officer/Telephone  
Crain, Carl/916 876-6375

Signature: \_\_\_\_\_

Contract Period  
Valid from: 01/01/2014  
Valid to: 12/31/2016

F.O.B. Dest., Freight Prepaid  
Payment Terms: Due in 30 Days  
Contractual maximum value: 5,043,600.00

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 reverse.

Before supplying any goods or services to the County, the vendor must obtain a CSO (Contract Shipping Order) number 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. For a CSO 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 must be referenced on all documents related to the order (packing slips, invoices, etc.). Failure to obtain a CSO and reference its number may result in the delay or non-payment of the invoice.

This contract is established to provide a Red Light Photo Enforcement System for the County of Sacramento according to the pricing, requirements, specifications and terms and conditions of Request for Proposal #8041 which is hereby incorporated by reference and made a part of this contract. The requirements, specifications and terms and conditions of RFP #8041 include, but are not limited to, the following documents and Appendices:

RFP8041 Requirements and Instructions FINAL.docx

- A - Sacramento County General Terms & Conditions
- B - Additional Terms & Conditions
- C - DCSS Contractor Certification of Compliance
- D - Environmental Purchasing Policy
- E - Solicitation Exceptions
- F - Non Collusion Affidavit
- G - Sacramento County Minimum Insurance Requirements
- I - Pricing

The contractor's response to RFP #8041 is hereby incorporated by reference and made a part of this contract.

This contract is restricted for use by the Sheriff's Department.

Commodity/Description: Red Light Photo Enforcement System

Contractor point of contact information:

Ray Torrez  
916-284-9969  
rtorrez@redflex.com

Delivery Location: Contractor shall deliver all equipment and services to the location specified on each order.

Department point of contact information:

Lieutenant Rich Kropp  
916-876-6604  
rkropp@sacsheriff.com

A partial list of the terms and conditions are as follows (see RFP8041 for complete terms, conditions and supporting documentation).

PRICING: All pricing for this contract is based on all-inclusive rates that include installation, equipment and all support. Prices shall be firm and fixed throughout the term of the contract, unless a change in the required services necessitates a revision to the firm-fixed pricing.

Group #1 - Monthly price for each of the initial twenty-six (26) intersections, per approach:

\$3,400.00 per month, per intersection

Group #2 - Monthly price for each additional intersection, per approach:

\$4,700.00 per month, per intersection

All installation, equipment and support services for the first 3 intersections in Group #2 will be provided at no cost to the County for the life of this contract.

Pricing for Group #1 and Group #2 includes all of the following scenarios:

- a. Straight through only with up to 4 lanes enforced.
- b. With additional left turn enforcement, two left turn lanes enforced.
- c. With additional right turn enforcement.

CONTRACT TERM: The initial contract period will be three (3) years. For reasons of economy and efficiency, and at the County of Sacramento's option, the County may renew the contract for an additional four (4) years in one year increments. During the contract term, ownership of hardware/software shall remain with vendor. Upon termination of contract, vendor will be solely responsible for the dismantling and removal of the software and hardware from the location of each camera. Vendor also agrees that it will be solely responsible for the restoration of intersections, streets and sidewalks to their original condition for each camera location.

PERFORMANCE: Continuance of contract for the full period specified shall be contingent upon the satisfactory performance of the vendor. Continuing or unrectifiable performance deficiencies may be cause for the County to cancel any balance of contract.

COST OF SYSTEM MODIFICATION DUE TO ROAD CONSTRUCTION: The County will not be liable for any costs incurred by the vendor in connection with any road construction or improvement projects sponsored by the City/County Departments of Transportation.

MINIMUM USAGE: Required usage may vary. The County does not guarantee a minimum quantity during the contract period nor is the County limited to purchase all requirements from contracted vendor.

DELIVERY: Deliveries shall be made on an "as required" basis by means of a contract release issued against the master contract.

LATE FEES: Pursuant to Gov. Code 926.10, interest or late charges shall not exceed 6 percent per annum. Such charges commence the 61st day from the receipt date of the original undisputed invoice.

PREVAILING WAGE: Pursuant to the applicable labor code of the State of California, Contractor or any subcontractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations

INVOICES: The Contractor will be expected to adhere to invoicing procedures as required by the County auditor-controller's office. Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; "bill to" and "service/delivery" addresses; contract number; contract shipping order number (CSO); account number; service / item descriptions as appropriate; unit prices

and extensions; and invoice total.

A separate invoice shall be prepared for each order (CSO) received.

Invoicing to the County shall be done in arrears.

Invoice discrepancies shall be handled in a professional, courteous, and expeditious manner.

Invoices shall be submitted to the address specified by the ordering entity.

Invoices shall be submitted to the County no later than the 15th day of the month following the invoice period. Payment will be made within 30 days after receipt of an acceptable invoice. The County operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year. Invoices submitted after July 31 for the prior fiscal year shall not be honored by the County unless the contractor has obtained prior written approval to the contrary.

INDEPENDENT CONTRACTOR: 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 the County. 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.

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.

If, in the performance of this agreement, any third persons are employed by Contractor, such person(s) 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.

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

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.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold harmless County, its governing Board, officers, directors, agents, employees and volunteers from and against any and all claims, demands, actions, losses, liabilities, damages, and all costs incidental thereto, including cost of defense, settlement, arbitration, and reasonable attorneys' fees arising out of, pertaining to, or resulting from the acts or omissions of the Contractor, its officers, agents or employees, or the acts or omissions of anyone else directly or indirectly acting on behalf of the Contractor, or for which the Contractor is legally liable under law, regardless of whether caused in part by a party indemnified hereunder. Contractor shall not be liable for any claims, demands, actions, losses, liabilities, damages, and costs to the extent caused by the active negligence or willful misconduct of County, its elected representatives, officers, employees, agents or volunteers where such indemnification would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

This indemnity shall not be limited by the types and amounts of insurance maintained by the Contractor or the Contractor's Subcontractors.

The provisions of this Section shall survive expiration or termination, for default or otherwise, of any agreement between Contractor and Agency.

INSURANCE: The contractor will comply with Sacramento County Minimum Insurance Requirements (RFP8041 Appendix G) and will maintain adequate insurance throughout the entire term of this contract.

Agreed to by the County and Contractor as executed below:

For the County of  
Sacramento  
(County)

For Redflex Traffic Systems  
(Contractor):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

Item	Tgt. qty.	Unit	Price	Unit of	Extended
Mat Num		Description	/ Unit	Measure	Value
00010	5,043,600	Each Red Light Photo Enforcement System	1.00	1 EA	5,043,600.00