



REDFLEX
TRAFFIC SYSTEMS

Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085-1854
Tel: 623 207 2000
Fax: 623 207 2050
www.redflex.com

June 16, 2010

Mr. Steve Clark
County of Sacramento
Contract and Purchasing Services Division
10545 Armstrong Avenue, Suite 202A
Mather, CA 95655

Re: Redflex Traffic Systems, Inc.

Dear Mr. Clark:

Attached please find "Change to Open Contract Item," printed May 6, 2010 and signed on behalf of Redflex Traffic Systems.

Please sign on behalf of the County of Sacramento, returning a fully executed copy to my attention for our files.

If you have any questions, please feel free to contact me directly at kturner@redflex.com or by phone at 623-207-2900.

Very truly yours,

Karen Turner
Executive Assistant



County of Sacramento Change to Open Item Contract

Contract and Purchasing
Services Division
10545 Armstrong Avenue
Suite 202A
Mather, CA 95655
(916) 876-6360

Your Vendor number with us
631198

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

Vendors Contact Person: WADE R BETTISWORTH
Vendors Phone Number: 310-743-4217

RECEIVED
MAY 10 2010
BY:

Reprint of Change to WA00023756 / 08/22/2008 Open Item Contract

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

Contract number/date
WA00023756 / 08/22/2008

Issuing Officer/Telephone
Clark, Steve / 916 876 6366

Signature: _____

Contract Period
Valid from: 12/16/2008
Valid to: 12/31/2012

F.O.B. Dest., Freight Prepaid
Payment Terms: Payable Within 30 Days
Contractual maximum value: 11,100,000.00

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 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 IS TO ESTABLISH A CONTRACT FOR THE PROVISION OF RED LIGHT PHOTO ENFORCEMENT PROGRAM TO BE MANAGED BY THE COUNTY OF SACRAMENTO.

Revision issued to extend contract through December, 2012.

Revision issued to increase contractual maximum value to \$11,100,000 per Board Resolution No. 2010-0028.

Redflex Traffic Systems, Inc. will provide Slimline Series Camera System complete with HDX High Resolution Digital Cameras, per terms and

PURCHASE ORDER / CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document 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. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. 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. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor 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.
6. **DEFAULT BY VENDOR:** In case of default by vendor, 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, 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.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **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.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **YEAR 2000 WARRANTY AND INDEMNITY:** Vendor agrees that it is Vendor's responsibility to ensure that all products furnished pursuant to this Agreement are and will continue to be Year 2000 compliant. Vendor further agrees that any hardware, software, and/or embedded chip devices used by Vendor in the performance of services under this Agreement, or contained within products furnished by Vendor under this Agreement, other than those owned or provided by County, shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations. Vendor's indemnification obligations to County under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County under this Agreement. This warranty shall survive beyond the termination or expiration of this Agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
 - (a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
 - (b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

conditions of RFP7169 and subsequent mutual agreements between the County of Sacramento and vendor.

The County of Sacramento will manage the Program for the City of Sacramento under a Memorandum of Understanding. The contractor will deploy traffic safety camera equipment at designated principal intersections throughout the County and City of Sacramento. The contracted services shall include all hardware, software, installation, maintenance, operation, and all back-office processing of violations.

CONTRACT TERM: The initial contract period will be three (3) years. For reasons of economy and efficiency, the County may renew the contract for an additional two (2) years at its option. During the contract term, ownership of hardware/software shall remain with vendor. Upon termination of contract, vendor will be solely responsible for dismantling/removal of hardware/software.

PRICES: 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.

TURNKEY PRICING:

INSTALLATION, EQUIPMENT AND SUPPORT-ALL-INCLUSIVE RATE

Rates effective upon installation

Monthly price for each of the initial twenty intersections, per approach:

- Straight through only with up to 4 lanes enforced \$3,750
- With additional left turn enforcement, two left turn lanes enforced \$4,200
- With additional right turn enforcement \$3,750 (no up-charge over straight thru)

Monthly price for each additional intersection, per approach:

- Straight through only with up to 4 lanes enforced \$4,750
- With additional left turn enforcement, two left turn lanes enforced \$5,050
- With additional right turn enforcement \$4,750 (no up-charge over straight thru)

TECHNOLOGY UPGRADES: Redflex is willing to provide upgrades to the County free of charge that are mutually agreed upon and materially impact the performance of the system. Examples of these types of upgrades include:

- Enhanced image quality (impact issuance rates)
- Improved compression rates
- Meeting federal or state statutes or regulatory requirements
- Health maintenance software applications:
 - Door open monitoring
 - Humidity readings
 - CPU usage

PURCHASE ORDER / CONTRACT GENERAL CONDITIONS

BID/QUOTE/PROPOSAL/GENERAL CONDITIONS: All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.

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.

CASH DISCOUNTS: In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.

AMERICANS WITH DISABILITIES ACT: As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.

HOLD HARMLESS: The vendor 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.

DEFAULT BY VENDOR: In case of default by vendor, 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, 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.

RIGHT TO AUDIT: The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.

ASSIGNMENT: (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.

APPLICABILITY TO HEIRS: Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

F.E.T. EXEMPTION: Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.

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.

TITLE: Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.

CHANGES WITHOUT NOTICE PROHIBITED: No changes in price, quantity or merchandise will be recognized by the County of

Sacramento without written notice of acceptance thereof prior to shipment.

14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.

16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.

17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.

18. **YEAR 2000 WARRANTY AND INDEMNITY:** Vendor agrees that it is Vendor's responsibility to ensure that all products furnished pursuant to this Agreement are and will continue to be Year 2000 compliant. Vendor further agrees that any hardware, software, and/or embedded chip devices used by Vendor in the performance of services under this Agreement, or contained within products furnished by Vendor under this Agreement, other than those owned or provided by County, shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations. Vendor's indemnification obligations to County under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County under this Agreement. This warranty shall survive beyond the termination or expiration of this Agreement.

19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New Contractor shall certify that each of the following statements is true:

(a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and

(b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

NOTE: Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

EQUIPMENT DAMAGE: The cost of restoring an approach to normal operating conditions will be borne solely by the contractor regardless of the cause of the damage. Damaged equipment is all equipment owned by Redflex Traffic Systems.

PUBLIC AGENCY CLAUSE: Redflex will extend the terms and conditions of this contract to other California governmental agencies if the County of Sacramento will manage the program under a Memorandum of Understanding with the agency. Otherwise, Redflex is willing to allow other California governmental agencies to "piggy-back" on the terms and conditions of the contract if the following criteria are met:
1) The population of the prospective agency is equal to or greater than 400,000; and
2) The prospective agency has a public safety need that will require the implementation of 30 or more red light camera systems.

LATE COURT EVIDENCE PACKAGES: Redflex commits to ship all court evidence packages to the County within five (5) days of request. In any given month where Redflex is unable to meet the service commitment for court evidence packages for reasons within their control, they will credit the County in the amount of \$150 for each court package that 1) is shipped more than five (5) business days after the agreed upon date; and 2) is the primary cause in the County being unable to prosecute a violation.

VIOLATION IMAGE PROCESSING: Redflex commits to deliver all pre-processed images to the County within five (5) business days. In any given month where Redflex is unable to meet the service commitment for pre-processed images for reasons within their control, they will credit the County based on the following formula:

1) If the average delivery date for all pre-processed images for the month exceeds five (5) days, they will credit the County in the amount of one thousand dollars (\$1,000); 2) For each pre-processed image that has a delivery date that exceeds seven (7) days, they will credit the County in the amount of thirty dollars (\$30).

SIGNAGE: The City and County of Sacramento will be responsible for the installation and maintenance of all required signage.

CITY/COUNTY ACCESS: Redflex will provide both the City and the County of Sacramento with access to the 24/7 live video feeds and recording capabilities, the Advance Traffic Infraction Statistics Package, and the Customer Management Reports.

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.

TERMINATION: The County reserves the right to cancel contract without cause with 30-days advance notice.

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.

PURCHASE ORDER / CONTRACT GENERAL CONDITIONS

- BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document is applied, are hereby incorporated.
- 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.
- CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the County warrant or check.
- AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
- HOLD HARMLESS:** The vendor 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.
- DEFAULT BY VENDOR:** In case of default by vendor, 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, 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.
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- APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
- F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
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- TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
- CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
- 14. ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
- 15. FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
- 16. INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
- 17. SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
- 18. YEAR 2000 WARRANTY AND INDEMNITY:** Vendor agrees that it is Vendor's responsibility to ensure that all products furnished pursuant to this Agreement are and will continue to be Year 2000 compliant. Vendor further agrees that any hardware, software, and/or embedded chip devices used by Vendor in the performance of services under this Agreement, or contained within products furnished by Vendor under this Agreement, other than those owned or provided by County, shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations. Vendor's indemnification obligations to County under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County under this Agreement. This warranty shall survive beyond the termination or expiration of this Agreement.
- 19. CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
- (a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- (b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.
- NOTE:** Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

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.

OUT OF STATE TAX: The County is required to withhold seven percent (7%) of all income paid to certain independent contractors who do not reside in California. (Rev. & Tax. Code §18662; Cal.Admin. Code §§18662-1-18662-14.)

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.

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.

PURCHASE ORDER / CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document 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. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. 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. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor 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.
6. **DEFAULT BY VENDOR:** In case of default by vendor, 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, 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.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
8. **ASSIGNMENT:** (a) This award is not assignable by contractor either in whole or in part, without the prior written approval of the Purchasing Agent of the County of Sacramento. (b) In submitting a quote to a public purchasing body, the quoter offers and agrees that if the quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) & the Cartwright Act (Chapter 2 [commencing with Section 16700] of part 2 of Division 7 of the Business and Professions Code), arising from the purchases of goods, materials, or services by the quoter for sale to the purchasing body pursuant to the quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the quoter.
9. **APPLICABILITY TO HEIRS:** Time is of the essence of each and all the provisions of this agreement, and, subject to the limitations of Paragraph 8, the provisions of this agreement shall extend to and be binding upon and inure to the benefits of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.
10. **F.E.T. EXEMPTION:** Sacramento County is exempted from payment of Federal Excise Tax. No federal tax shall be included in price.
11. **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.
12. **TITLE:** Except as otherwise expressly provided herein, title to and risk of loss on all items shipped by seller to buyer shall pass to the buyer upon buyer's inspection and acceptance of such items at buyer's building.
13. **CHANGES WITHOUT NOTICE PROHIBITED:** No changes in price, quantity or merchandise will be recognized by the County of Sacramento without written notice of acceptance thereof prior to shipment.
14. **ALL UNDERSTANDINGS IN WRITING:** It is mutually understood and agreed that no alteration or variation of terms of this award shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.
15. **FORCE MAJEURE:** The vendor will not be held liable for failure or delay in the fulfillment of conditions of purchase order/contract if hindered or prevented by fire, strikes, or Acts of God.
16. **INVOICING:** Upon submission of itemized invoices, in duplicate, payment shall be made of the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Payment on partial deliveries may be made whenever amounts due so warrant or when requested by the vendor and approved by the Purchasing Agent.
17. **SPECIAL CONDITIONS:** Buyer's standard terms and conditions shall govern any contract awarded. If, after award of contract, vendor provides additional terms or conditions, they shall be considered void. To the extent not otherwise stated in the contract, the California Commercial code shall apply.
18. **YEAR 2000 WARRANTY AND INDEMNITY:** Vendor agrees that it is Vendor's responsibility to ensure that all products furnished pursuant to this Agreement are and will continue to be Year 2000 compliant. Vendor further agrees that any hardware, software, and/or embedded chip devices used by Vendor in the performance of services under this Agreement, or contained within products furnished by Vendor under this Agreement, other than those owned or provided by County, shall accurately process without error date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000, and leap year calculations. Vendor's indemnification obligations to County under this Agreement shall apply to claims, liability, loss, injury, or damage resulting from the failure of any such hardware, software, and/or embedded chip devices to perform in compliance with this standard. Nothing in this warranty shall be construed to limit any rights or remedies otherwise available to the County under this Agreement. This warranty shall survive beyond the termination or expiration of this Agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that: (a) The Contractor is a government or non-profit entity; or (b) the Contractor has no Principal Owners (25% or more); or (c) each Principal Owner (25% or more) does not have any existing child support orders; or (d) Contractor's Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court. New Contractor shall certify that each of the following statements is true:
 - (a) Contractor has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
 - (b) Contractor has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.**NOTE:** Failure to comply with state and federal reporting requirements regarding Contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under any contract with the County. Failure to cure such default within 90 days of notice by the County shall be grounds for termination of contract.

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: Contractor shall defend, indemnify and hold harmless County, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against any and all demands, claims, actions, losses, liabilities, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of this Agreement, except and in proportion to the extent caused by the negligence or willful misconduct of County, its Board of Supervisors, officers, directors, employees, agents or volunteers, including County compliance with State of California legal statutes, Vehicle Code (21455.5).

County of Sacramento

Redflex Traffic Systems

By _____ Karen Anley

Title _____ President and CEO

Date _____ June 1, 2010

*** Validity period changed ***
*** Text changed ***

PURCHASE ORDER / CONTRACT GENERAL CONDITIONS

1. **BID/QUOTE/PROPOSAL/GENERAL CONDITIONS:** All of the terms and conditions of the bid, quote, or proposal against which this purchase document 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. **CASH DISCOUNTS:** In connection with any cash discount specified on this quote, time will be computed from the date of complete delivery of the supplies or equipment as specified, or from date correct invoices are received in the County Auditor's Office if the latter date is later than the date of delivery. 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. **AMERICANS WITH DISABILITIES ACT:** As a condition of accepting a purchase order from the County of Sacramento, the vendor certifies that their business entity is in compliance with the Americans With Disabilities Act of 1990, as amended. Failure to certify shall prohibit the award of a purchase order to the vendor.
5. **HOLD HARMLESS:** The vendor 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.
6. **DEFAULT BY VENDOR:** In case of default by vendor, 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, 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.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of vendor's records, all invoiced amounts when firm prices are not set forth in the purchase agreement.
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