



County of Sacramento  
Change to Open Item Contract

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

**Reprint of  
Change to WA00031120 / 12/10/2013  
Open Item Contract**

*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: Carl Crain

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

Vendor Signature:

Contract Period  
Valid from: 01/01/2014  
Valid to: 12/31/2017

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 last page of contract.

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.

*cc*  
CHANGE ORDER 1 extends the contract period for one year to 12/31/2017 with the same contract pricing. This Change Order 1 also adds "LATE COURT EVIDENCE PACKAGES" and "VIOLATION IMAGE PROCESSING" language to the contract - see below. All other contract terms and conditions are unchanged.

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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:  
Sergeant Christopher Solorzano  
916-875-0427  
csolorzano@sacsheriff.com

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

*OK*  
LATE COURT EVIDENCE PACKAGES (added by Change Order 1): 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.

*OK*  
VIOLATION IMAGE PROCESSING (added by Change Order 1): 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 5 (five) 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).

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.

\*\*\* 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 contractor 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 contractor.
5. **HOLD HARMLESS:** The contractor shall hold the County of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of use of any copyrighted, or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this order, and agrees to defend, at his own expense, any and all actions brought against the County of Sacramento or himself because of the unauthorized use of such articles.
6. **DEFAULT BY CONTRACTOR:** In case of default by contractor, the County of Sacramento may procure the articles or services from other sources and may deduct from any monies due, or that may thereafter become due to the contractor, the difference between the price named in the contract or purchase order and actual cost thereof to the County of Sacramento. Prices paid by the County shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Agent.
7. **RIGHT TO AUDIT:** The County of Sacramento reserves the right to verify, by examination of contractor'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.
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 contractor 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, contractor 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. **INFORMATION TECHNOLOGY ASSURANCES:** Contractor shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by contractor in the performance of services under this agreement, other than those owned or provided by County, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to County under this agreement.
19. **CHILD, FAMILY, AND SPOUSAL SUPPORT:** Contractor hereby certifies that either: (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.
20. **COMPLIANCE WITH ALL LAWS, LICENSES AND PERMITS:** In the performance of their duties, Contractor shall comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws and this contract shall be deemed to be executed within the State of California and construed with and governed by the laws of the State of California. Contractor shall possess and maintain necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other credentials required by County. Failure to comply with all laws, licenses and permits shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Contract.