



County of Sacramento
Change to Open Item Contract

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

Your Vendor number with us
631198

REDFLEX TRAFFIC SYSTEMS INC
5651 WEST TALAVI BLVD., SUITE 200
GLENDALE AZ 85306-1893

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

Vendor Signature: _____
Print Name: _____
Title: _____
Date Signed: _____

**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
Reddie, Tom/916 876-6369

Signature:

Contract Period
Valid from: 01/01/2014
Valid to: 12/31/2018

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 one of the following 2 options (1) a CSO (Contract Shipping Order) number or (2) Procurement Card authorization from the ordering department. A CSO is an authorized release (Purchase Order) against the contract and shall be provided in written form. "Verbal" orders are not acceptable unless it is being processed on a Procurement Card. For either a CSO or a Procurement Card authorization to be considered valid, it must be within the scope of this contract and be consistent with its pricing, terms and conditions. The CSO number or Procurement Card authorization number must be referenced on all documents related to the order (packing slips, invoices, etc.) For Procurement Card authorizations, only reference the last 4 digits (for Security confidentially). Failure to obtain a CSO or Procurement Card authorization and reference its number may result in the delay or non-payment of the invoice.

Red Light Photo Enforcement System

October 19, 2017

Change No. 2.

Add line 20, extending contract for one (1) year and incorporation of ONGOING SUPPORT AND PRODUCT ENHANCEMENTS language as described below:

ONGOING SUPPORT AND PRODUCT ENHANCEMENT (ADDED BY CHANGE ORDER)

Provide and maintain computer hardware and software needed to process citations for a minimum of 6 workstations at the County offices currently located at 2101 Hurley Way, Sacramento. Redflex will provide ongoing support and product enhancements at the same or greater level than the previous year on all Redflex System components. Redflex will perform said modifications, upgrades or replacements within sixty (30) days of such decision or notice at no additional cost to the County. The provided equipment shall meet the following minimum technical standards:

LATEST Gen Intel® Core processor
Minimum 12GB RAM
Optical Drive -16X CD/DVD burner (DVD+/-RW), write to CD/DVD
Hard Drive 1TB 7200 RPM SATA Hard Drive

Startech 2 port DVVGA Monitor USB KVM switch w/ Audio and USB 2.0 Hub (model# SV231DDVDUA)
Reads and writes to a variety of media formats, including DVD+R/RW, DVD-R/RW and CD-R/RW.
4 USB 3.1 ports
Next-generation wireless connectivity - ability to connect to network or hotspots on all current Wi-Fi standards. Connect to a Wireless-AC router for speed nearly 3x faster than Wireless-N. Fast Ethernet LAN port also plugs into wired networks.
Bluetooth 4.0 interface
Software
Windows 10 Operating System
Microsoft Office 365
Two (2) licenses for Acrobat Pro Full
Additional ports
Microphone and headphone jacks. HDMI output.
2 monitors per station min 24" or larger, high definition.
Ongoing technical and system support including updated anti-virus protection.

Latest iPad with a 10.5 inch screen/Pro 64GB WiFi/Cellular. Data plan to facilitate courtroom processes, suggesting an unlimited plan to avoid overage charges

The servicing and maintenance of red light camera enforcement equipment will be the exclusive responsibility of the vendor. The vendor will response to any equipment malfunctions must occur within a twelve (12) hour period of their notification; repairs must be fully functional within a seventy-two (72) hour period and disposition of completed repair(s) provided immediately to the County. Proposer shall explain liquidated damages payable to the County e.g. any repairs exceeding seventy-two (72) hours will result in a 1/30th of the monthly fee for that enforcement site, for every twenty-four (24) beyond the first

seventy-two (72) hours. The County shall be notified immediately upon any equipment malfunction. The County will require one dedicated, local Program Manager and one dedicated Field Maintenance Technician for the Sacramento Metropolitan Program, with no ancillary duties, once twenty-five (25) systems are operational. The Field Maintenance Technician shall be available on-site within twelve (12) hours of any reported system problem in the field. Explain how you will ensure that these availability requirements will be achieved. Please provide details of how the County will be compensated for extended down-time, failure to notify of equipment failure and lost violations.

LATE COURT EVIDENCE PACKAGES (ADDED BY CHANGE ORDER)

1) Redflex commits to ship all court evidence packages to the county within five (5) business 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 one hundred fifty dollars (\$150.00) for each court package that is shipped more than five (5) business days after the agreed upon date.

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:

- a. 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 (\$30.00).
- b. 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 (\$1,000.00).

EXPERT WITNESS (ADDED BY CHANGE ORDER)

Redflex shall provide expert witnesses at no additional cost to the County for use by the County in prosecuting violations for the Term of this agreement; however the County shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witness.

DOWN OR OFFLINE SYSTEMS AND SITES (ADDED BY CHANGE ORDER)

Any Redflex system that is determined to be down or offline for a period of two (2) consecutive hours in any given month shall be responded to and fully operational within twenty four (24) hours of notification from the County. This will not include a system down or offline due to power outage. In the event that a Redflex system or site is not fully operational within twenty four (24) hours of reporting the incident, Redflex shall credit the monthly invoice in the amount of one thirtieth (1/30th) of the fixed monthly fee for the downed approach for each day the approach is down, including the initial day of nonoperation.

EXISTING EQUIPMENT AND ENFORCEMENT SITES (ADDED BY CHANGE ORDER)

False triggers at radar activated enforcement sites will be determined as malfunctioning sites therefore will be subsequently be identified as "not fully functional". After the fifth (5th) generated false triggers at an enforcement site in a calendar month, REDFLEX will credit the County one-thirtieth (1/30th) of the fixed monthly fee for each additional fifth (5th) generated false trigger, for each enforcement site.

Images generated from events at enforcement sites that cannot identify a license plate and/or a driver will be determined as malfunctioning sites therefore will be subsequently be identified as "not fully functional". After the fifth (5th) event generating images not identifying a license plate and a driver in a calendar month, REDFLEX will credit the County one-thirtieth (1/30th) of the fixed monthly fee for each additional fifth (5th) event generating images not identifying a license plate and driver, for each enforcement site.

PROCEDURES UPON TERMINATION (ADDED BY CHANGE ORDER)

Upon the expiration of the term of this agreement and any extension agreed upon by the parties, or upon initiation of termination:

- 1) Redflex shall immediately stop capturing and collecting new violation from the designated approaches and intersections in invoice the County for the monthly fee, pro-rated to the date of termination initiation. Redflex shall continue to provide violation processing services at no additional cost to the County until all citations issued before the termination date (the final termination date).
- 2) The County shall immediately cease using Redflex equipment, access the Redflex system and other intellectual property except as necessary to prosecute citations issued before the initiation of termination date.

October 17, 2017

This contract is renewed for one (1) year contract extension per contract period approved per resolution 2013-0850.

*****Micrographic contract is reassigned to Tom Reddie, reddiet@saccounty.net.)

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.

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).

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.

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 ***

Item	Tgt. qty.	Unit Description	Price / Unit	Unit of Measure	Extended Value
00020	1,020,000	Each req 1 year extension of contract	1.00	1 EA	1,020,000.00

*** New item ***