

**SERVICES CONTRACT****CONTRACT NO. 31000129**

for

**PHOTO RADAR SYSTEM**

This Contract made and entered into this first day of April, 2010, by and between ACS State & Local Solutions, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City. Collectively ACS State and Local Solutions, Inc. and City shall be known as the "Parties" and each may be referenced individually as a "Party."

**WITNESSETH:**

ARTICLE I. The Parties hereto mutually covenant and agree to and with each other as follows:

1. **SCOPE OF WORK:** The Contractor shall provide, install and maintain a fully-tested, functioning photo radar program for the City of Portland. The Portland Police Bureau proposes to engage the Contractor for the following services:

- A. Provide all hardware, software, database management, communications network, report generation;
- B. Implementation of the system and related software, hardware components;
- C. Training of the City staff;
- D. Assist the City in mailing of approved citations with City cover letter and affidavit/certificate; and
- E. Telephone customer and support service.

2. **EFFECTIVE DATE AND DURATION:** The initial term of this Contract shall begin on April 1, 2010 and shall expire on March 31, 2015 unless terminated sooner as provided herein. By Council action, the Parties may agree, by mutual consent, to extend this Contract for an additional four year period, taken individually or in multiple years. At least thirty (30) days prior to the expiration of the initial term, or extension, the Parties shall commence discussions if they desire to extend the Contract. The Contractor shall provide a written extension proposal within fifteen (15) calendar days following the City's request for such a proposal. However, nothing binds or requires either Party to extend this Contract for the additional four years. The total term of this Contract shall not exceed nine (9) years.

3. **CONSIDERATION:** The City agrees to pay Contractor a sum not to exceed \$750,000.00/year for completion of the work or receipt and acceptance of the goods for a total contractual not to exceed amount of \$3,750,000.00. Interim payments shall be made to the Contractor according to the schedule identified in Attachment B.

4. **INVOICING:** The City of Portland is a tax-exempt governmental agency. Prices shall not include federal, state, local, or other taxes designated now or hereafter, unless the City is responsible therefore. The Contractor shall submit billings in a timely fashion. Invoices shall be sent to:

City of Portland  
Portland Police Bureau  
Traffic Division  
4735 E. Burnside Street  
Portland, OR 97215

Sgt. Todd Davis

Contractor is at all times solely responsible for billing accuracy and timeliness; Contractor shall provide invoices for the goods and services to the City electronically and in paper form. Invoices will not be processed for payment until receipt of a properly completed invoice and until all invoice items are received and satisfactory performance of Contractor has been attained. Invoice payment terms including any offered prompt payment discounts shall start on the date of the invoice.

5. **INVOICE PAYMENT:** Invoices submitted for payment shall identify the goods and services, the time covered by the invoice and invoice total. Additional billing details may be agreed upon between the Parties. Invoicing for goods and services shall at all times be in arrears. Invoices for payment shall be provided to the City within ninety (90) days of successful delivery of the billed goods and services.

Revised invoices or billing adjustments shall apply only to goods and services that can be verified by the City. Requests for such adjustments shall be submitted in writing to the City within six (6) months of acceptance of the goods and services, shall reference the original invoice in which the error was made, and contain the level of detail defined in billing detail above. Billing adjustments shall not be submitted to the City in any form other than a paper document. The City shall pay undisputed portions of disputed or incorrect invoices where the City can easily identify the undisputed portion. Failure by the City to pay any portion of or the entire invoiced amount based on Contractor billing errors, goods and services that fail to comply with this Contract, or disputed charges shall not constitute default under this Contract. Payment of an amount less than the total amount due on all unpaid invoices shall be any particular amount or item, which is subject to any claim of error or dispute between the Parties, without prior written City approval.

ARTICLE II. Shipping of goods and materials shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor. The insurance requirements are as follows:

6. **INSURANCE – PROOF OF COVERAGE:** Work shall not commence until all insurance requirements have been met and certificates thereof have been filed with the Chief Procurement Officer or the Auditor.

**Commercial General Liability Insurance – includes Bodily Injury and Property Damage**

The Contractor shall provide and maintain public liability and property damage insurance in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate that protects the Contractor from any and all claims, demands, actions and suits for damage to property or personal injury arising from the Contractor's work under this Contract.

The insurance shall be without prejudice to coverage otherwise existing, and shall include as additional insureds the City and its officers and employees. Notwithstanding the including of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The insurance shall provide that the insurance shall not terminate or be canceled without thirty (30) days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Contract, the Contractor shall provide a new certificate of insurance with the same terms. The Contractor agrees to maintain continuous, uninterrupted coverage for the duration of the Contract.

**Business Automobile Liability**

Automobile liability insurance with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles by the Contractor.

**Workers' Compensation**

Prior to the performance of any work under a Contract awarded by the City, the Contractor shall comply with the workers' compensation law, ORS Chapter 656, as it may be amended, and if workers' compensation insurance is required by ORS Chapter 656, the Contractor shall maintain coverage for all subject workers as defined by ORS Chapter 656 and shall maintain a current, valid certificate of workers' compensation insurance on file with the City Auditor for the entire period during which work is performed under the Contract.

**Certificate of Insurance**

As evidence of the required insurance coverage, Contractor shall furnish acceptable insurance certificates to the City with the return of the signed Contract. The certificates shall specify the City of Portland as additional insured and shall include a 30-day notice of cancellation clause.

**ARTICLE III.** In consideration of the premises, and in accordance with the provisions for acceptance and payment for work set forth in these Standard Terms and Conditions and Special Terms and Conditions, the City and Contractor hereby agrees as follows:

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## STANDARD TERMS AND CONDITIONS

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**7. INDEPENDENT CONTRACTOR STATUS:** The Contractor is engaged as an independent contractor and shall be responsible for any federal, state, and local taxes and fees applicable to payments hereunder. The Contractor, its subcontractors, and their employees are not employees of the city and are not eligible for any benefits through the city including, without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.

**8. NO THIRD PARTY BENEFICIARIES:** Contractor and City are the only Parties to this Contract and are the only Parties entitled to enforce its terms. Nothing in this Contract gives, assigns or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons.

**9. SUCCESSORS IN INTEREST:** The provisions of this Contract shall be binding upon and shall inure to the benefit of the Parties hereto, and their respective successors and approved assigns.

**10. SURVIVAL:** The terms, conditions, representations, and all warranties contained in this Contract shall survive the termination or expiration of this Contract.

**11. COMPLIANCE WITH APPLICABLE LAW:** In connection with its activities under this Contract, Contractor shall comply with all applicable federal, state and local laws and regulations. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and the State of Oregon shall be followed with respect to this Contract. The following additional conditions apply to this solicitation and any resultant purchase order or contract: Appendix A as attached hereto.

The Contractor must be in compliance with the laws regarding conducting business in the City of Portland before an award may be made and shall be responsible for the following]:

**Certification as an EEO Affirmative Action Employer:** The Contractor is certified as an Equal Employment Opportunity Employer as prescribed by Chapter 3.100 of the Code of the City of Portland through December 31, 2012. The certification will be maintained throughout the duration of the Contract.

**Non-Discrimination in Employee Benefits (Equal Benefits):** The Contractor has complied by providing the Equal Benefits Compliance Worksheet/Declaration Form indicating: Option B.

**Business License:** The Contractor license # 425104 is in compliance with the City of Portland Business License requirements as prescribed by Chapter 7.02 of the Code of the City of Portland and will be maintained throughout the duration of this Contract.

**12. GOVERNING LAW / VENUE:** The provisions of this Contract shall be construed in accordance with the provisions of the laws of the State of Oregon without reference to its conflict of laws provisions. Any action or suits involving any question arising under this Contract shall be brought in the appropriate court in Multnomah County, Oregon. By executing this Contract the Contractor agrees to in personam jurisdiction of the Oregon courts.

**13. NONDISCRIMINATION:** Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans With Disabilities Act of 1990 (Pub. L. No. 101-336) including Title II of that Act, ORS Chapter 659.425, and all regulations and administrative rules established pursuant to those laws.

14. **INDEMNITY:** Contractor shall hold harmless, defend, and indemnify the City of Portland, its officers, employees, and agents, from all claims, demands, suits, actions, losses, damages, liabilities, costs and expenses of whatsoever nature, including all attorney's fees and costs, resulting from or arising out of negligent or intentional wrongful acts or omissions of Contractor or its officers, employees, subcontractors, or agents under this Contract.

15. **SEVERABILITY:** In the event that a court, government agency, or regulatory agency with proper jurisdiction determines that this Contract, or any provision of this Contract, is unlawful, this Contract, or that provision of the Contract to the extent it is unlawful, shall terminate. If a provision of this Contract is terminated but the Parties can legally, commercially, and practicably continue without the terminated provision, the remainder of this Contract shall continue in effect.

16. **FUNDING:** In the event the City, during the adoption of the City's annual budget, reduces, changes, eliminates, or otherwise modifies the funding for any of the projects identified herein, the Contractor agrees to abide by any such decision including revision or termination of services.

17. **ASSIGNMENT AND SUBCONTRACTING:** This Contract or any interest therein shall not be assigned or subcontracted to any other person or entity without the prior written consent of the City of Portland. In the event of transfer without prior written consent, the purported transfer is void and the Contractor remains liable for performance of the Contract. The Contractor shall not subcontract its work under this Contract, in whole or in part, without the prior written approval of the City. Notwithstanding City approval of a subcontractor, the Contractor shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to the Contractor hereunder. The Contractor agrees that if subcontractors are employed in the performance of this Contract, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.

18. **LIENS:** Contractor shall not permit any claim to be filed or prosecuted against the City or any lien against the property purchased in connection with this Contract and agrees to assume responsibility should such lien or claim be filed.

19. **SUSTAINABLE PROCUREMENT:** Pursuant to the City's Sustainable City Principles, which direct City Bureaus to pursue long-term social equity, environmental quality, and economic vitality through innovative and traditional mechanisms, and incorporate these Principles into the scope of work with the City wherever possible. Therefore in accordance with the Principles and the City's Sustainable Procurement Policy, it is the policy of the City of Portland to encourage the use of products or services that help to minimize the human health and environmental impacts of City operations. Contractors are encouraged to incorporate environmentally preferable products or services into their work wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Packaging should be minimized to the maximum extent possible without compromising product quality. The City encourages packaging that is reusable, recyclable in local recycling programs, is made from recycled materials, and/or is collected by the vendor for reuse/recycling.

20. **FORCE MAJEURE:** Neither City nor Contractor shall be held responsible for performance if its performance is prevented by unforeseeable acts or events beyond the Party's reasonable control including, but not limited to: acts of God; fire, flood, earthquakes or other catastrophes; strikes or other labor unrest; power failures, electrical power surges or current fluctuations; nuclear or other civil or military emergencies; or acts of legislative, judicial, executive, or administrative authorities; or any other circumstances that are not within its reasonable control.

21. **AMENDMENTS:** All changes to this Contract, including changes to the scope of work and Contract amount, must be made by written amendment and approved by the Chief Procurement Officer to be valid. The City's Chief Procurement Officer is authorized to execute amendments to this Contract without the City's further approval, provided such amendments are in writing, signed by both Parties, and approved by the City Attorney's Office. Contractor understands that City employees have no actual or apparent authority to enter into amendments, except as may be specifically granted by the City Council to the Chief Procurement Officer, or to waive the approval of the City Attorney's office.

22. **NON-WAIVER:** No waiver, consent, modification, or change of terms of this Contract shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purposes given. The failure of the City to enforce any provision of this Contract shall not constitute a waiver of that or any other provision.

23. **COORDINATION WITH OTHER CONTRACTORS AND OTHER SERVICES:** The Contractor shall cooperate fully with other contractors and City employees providing systems or support to the City during installation, operation, or maintenance of the goods and services. This includes planning for and integration of the goods and services provided under this Contract with those provided by others. Further, Contractor shall make every reasonable effort to cooperate with City to minimize and/or prevent any degradation of the other computer and telecommunications systems, equipment, or services of the city by the installation, operation, or maintenance of the goods and services. Contractor's failure to cooperate with the city and other contractors may be grounds for termination as provided herein.

24. **ACCESS TO RECORDS:** The Contractor shall maintain professional accounting standards and on a current basis, and the City and its duly authorized representatives shall have access to, the books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts for a period of two (2) years after final payment. Copies of applicable records shall be made available upon request.

25. **AUDITS:** The City, either directly or through a designated representative, may conduct financial and performance audits of the billings and services specified in this Contract at any time in the course of the Contract and during the two (2) year period established by ACCESS TO RECORDS. Audits shall be conducted in accordance with generally accepted auditing standards.

If an audit discloses that payments to the Contractor were in excess of the amount to which the Contractor was entitled, then the Contractor shall repay the amount of the excess to the City. Under no circumstances will the payment of previous invoices constitute an acceptance of the charges associated with those invoices. If any audit shows performance of services is not efficient in accordance with Government Auditing Standards, or that the program is not effective in accordance with Government Auditing Standards, the City may pursue remedies as provided under EARLY TERMINATION OF CONTRACT and REMEDIES. In addition, the Contractor agrees to abide by the standards of the Office of the Comptroller set forth in May, 2002 Office of Justice Programs (OJP) Financial Guide, including without limitation in accordance with Office of Management and Budget (OMB) Circulars A87, A-102, A-122, A-128, A-133. All financial records, supporting documents, statistical records and all other records pertinent to this contract shall be retained by the Contractor for a minimum of two (2) years for purposes of State of Oregon or the OJP Financial Guide from the Office of the Comptroller and apprise itself of all rules and regulations set forth.

26. **EMPLOYEES NOT TO BENEFIT:** No City employee or elected official of the City shall be admitted to any share or part of this Contract or to any benefit that may arise there from; but, this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

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## SPECIAL TERMS AND CONDITIONS

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27. **CITY FURNISHED PROPERTY:** No materials, labor or facilities will be furnished by the City unless otherwise provided for within this Contract.

28. **ADDITIONAL PURCHASES:** The City reserves the right to purchase additional goods, materials and services beyond the quantities stated in the solicitation documents at the same prices submitted by the Contractor. Such additional purchases are not guaranteed and will be made at the City's sole discretion. Contractor agrees to extend identical prices and services under the same terms and conditions to all regional public agencies. Each participating agency will execute its own Contract with the Contractor for its requirements.

Following any initial purchase(s) by the City of Portland, additional quantities of the materials listed herein may be purchased to replace or supplement existing supplies and will be funded by various general funding sources of the various agencies.

29. **RIGHT TO CHANGE:** The City reserves the right to order changes to the goods, materials, equipment and services outlined herein. The City and the Contractor shall determine a fair and equitable cost and if required, additional time for such changes. All such changes shall be ordered in writing and agreed to by the Parties.

**30. NOTICE:** Except as otherwise stated in this Contract, any notice or demand to be given under this Contract shall be delivered in person or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

**CONTRACTOR:**

ACS State & Local Solutions, Inc.  
1220 SW Morrison. STE 200  
Portland, OR 97205

**CITY:**

City of Portland  
Portland Police Bureau, Traffic Division  
4735 E. Burnside Street  
Portland, OR 97215

Attn: Mr. Vincent Parke

Sgt. Todd Davis

If either Party changes its address or if a Party's representative changes, the other Party shall be advised of such a change in writing, in accordance with this section.

**31. EARLY TERMINATION OF CONTRACT:** The City and the Contractor, by mutual written agreement, may terminate the Contract at any time. The City, on thirty (30) days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion. Either the City or the Contractor may terminate this Contract in the event of a material breach of the Contract by the other. Prior to such termination, however, the Party seeking the termination shall give to the other Party written notice of the breach and the Party's intent to terminate. If the Party has not entirely cured the breach within thirty (30) days of the notice, then the Party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

**32. SUSPENSION OF THE WORK:** The City may at any time give notice in writing, by electronic mail, or by facsimile to the Contractor to suspend this Contract. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. In no event shall the Contractor be entitled to any lost or prospective profits or any incidental or consequential damages because of suspension.

**33. PAYMENT ON EARLY TERMINATION:** In the event of termination under EARLY TERMINATION OF CONTRACT hereof, the City shall pay the Contractor for goods and services in accordance with the Contract prior to the termination date and delivered to City provided that such goods and services conform to Contract specifications and are of use to the City. In the event of termination under EARLY TERMINATION OF CONTRACT hereof, by the City due to a breach by the Contractor, then the City shall pay the Contractor for goods delivered and services performed in accordance with the Contract prior to the termination date subject to set off of excess costs, as provided for in Remedies. In the event of early termination all of the Contractor's work product shall become and remain property of the City. Under no circumstances shall the City be subject to early termination penalties for recurring charges for goods or services that the City cancels during the term of this Contract.

**34. REMEDIES:** In the event of termination under EARLY TERMINATION OF CONTRACT by the City due to a breach by the Contractor, then the City may purchase goods and services outstanding from another contractor and the Contractor shall be liable for additional re-procurement costs incurred by the City. The City also shall be entitled to any other equitable and legal remedies that are available. Except as expressly contained in this Contract, the remedies for a breach of this Contract shall not be exclusive, or construed as a limitation on any other equitable and legal remedies that are available or may become available.

**35. PERMITS AND LICENSES:** The Contractor shall be required to have or obtain, at their expense, any and all permits and licenses required by the City and/or County, state and Federal (except FCC radio licenses), pertaining to the materials and services to be provided.

**36. INTELLECTUAL PROPERTY:** The City requires the following regarding copyrighting and patent pending on work products pertaining to this Contract:

- A. **Copyright:** All work products of the Contractor which result from this Contract are the exclusive property of the City. If this Contract results in a copyright, the City of Portland reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for governmental purposes, the work or the copyright to any work developed under this Contract and any rights of copyright to which the Contractor or its sub-vendor, purchases ownership with grant support.
- B. **Patent:** If this Contract results in the production of patentable items, patent rights, processes, or inventions, the Contractor or any of its sub-vendors shall immediately notify the City. The City will

provide the Contractor with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

**37. SPECIFICATIONS:** This Contract authorizes the Contractor to provide and the City to procure those goods, materials, equipment and services, and establishes the terms and conditions for the City to obtain said goods, materials, equipment and services from the Contractor. Goods, materials, equipment and services to be provided under this Contract are described in the Attachments hereto. The Contractor shall provide to the City those goods, materials, equipment and services described in the attachments in accordance with the prices shown herein. Payment shall be made only in accordance with the payment schedule identified herein.

**38. WARRANTY:** The Contractor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer warranty. The Contractor shall agree to repair and/or replace within forty-eight hours without charge (including freight inbound and outbound) to City Users any product or part thereof, which proves to be defective or fails within the warranty period as specified.

**39. PROPRIETARY AND CONFIDENTIAL INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract. City agrees that any documents, programs, source and object code, or other matters relating system functionality which is provided by the Contractor, remains the proprietary and intellectual rights of the Contractor and shall not be disclosed to third parties.

Contractor agrees to hold in confidence any and all information of the City's it receives while performing any of the contemplated function of the Contract and shall not disclose any such information to third parties. Training, educational and other proprietary materials provided by the Contractor during the term of the Contract will be returned to the Contractor at the end of the contractual term.

**40. RELEASE OF PROPRIETARY INFORMATION:** The Oregon Public Records Law, ORS 192.410 et seq. strictly governs the City's treatment of requests for public records pertinent to this Contract.

**41. NEWS RELEASES AND PUBLIC ANNOUNCEMENTS:** The Contractor shall not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representatives of the City, except with prior specific written authorization from the City.

Contractor shall not issue any news release or public announcement pertaining to this Contract or the project without prior written approval of the City, which may be withheld in the City's sole discretion. A minimum of three (3) business days notice is required for a response to a request for such approval. If approval is not issued within the three (3) business day period, the request shall be deemed denied.

**42. INTERGOVERNMENTAL CO-OPERATIVE PURCHASING:** The Contractor having submitted a bid agrees to extend identical prices and services under the same terms and conditions to all public agencies. Quantities stated in this bid reflect the City of Portland usage only.

A public agency wishing to purchase items will execute its own contract with the awarded bidder for its requirements. The Contractor shall provide quarterly usage reporting of the City of Portland and that of other public agencies. Any bidder, by written notification included with their bid, may decline to extend the prices and terms of this bid to any and/or all other public agencies.

**43. ENTIRE CONTRACT:** This Contract and its Attachments represent the entire Contract between the Parties. This Contract is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior Contract, understanding, or representation between the Parties with respect thereto, whether written or oral.

**ARTICLE IV.** This Contract may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same Agreement. The Parties agree the City and Contractor may conduct this transaction, including any Contract amendments, by electronic means, including the use of electronic signatures. It is understood and agreed by the Parties hereto that:

1. Any reference in this Contract to the scope of work or specifications is intended as a convenience to the Parties in administration of the Contract. Therefore, in the absence of an express statement to the contrary herein, any restatement or partial restatement in this Contract of any provision of the scope of work or specifications is not

intended, nor shall be construed to change, alter, modify, amend, or delete the requirements of the scope of work or specifications.

- 2. All statutory, charter and ordinance provisions applicable to public contracts in the City of Portland and State of Oregon shall be followed with respect to this Contract.
- 3. The Contractor certifies that no officer, agent or employee of the City who has a pecuniary interest in this Agreement has participated in preparation of the proposal or resulting Agreement, that the proposal was made in good faith without fraud, collusion, or connection of any kind with any other Offeror of the same proposals, and that the Offeror is competing solely in its own behalf without connection with, or obligation to any undisclosed person or firm

IN WITNESS WHEREOF, Contractor and City have caused this Contract to be executed by their duly authorized representative(s), all on the day and year first above written.

**ACS STATE & LOCAL SOLUTIONS, INC.**

by *M. J. [Signature]*  
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Name and Title *Vice President*

**Address:** 8260 Willow Oaks Corporate Drive,  
Second Floor  
Fairfax, VA 22031  
**Telephone No:** 703-891-8700  
**Fax No:** 703-891-8839

Approved as to form:

**APPROVED AS TO FORM**  
\_\_\_\_\_  
City Attorney  
*[Signature]*  
CITY ATTORNEY

**CITY OF PORTLAND**  
by *Christine Hardy*  
\_\_\_\_\_  
Chief Procurement Officer



## ATTACHMENT A REQUIREMENTS

1. **TECHNICAL SERVICES AND SCHEDULE:** The Contractor shall provide and implement the system as follows:  
A. **EQUIPMENT**

1. The Contractor will provide the digital camera system ("the equipment") for use in vans owned by the City. Currently, there are two City-owned vans with the equipment installed. The City has the option of supplying additional vehicles for use of the equipment. If so, Contractor will provide and install the equipment in those vehicles. As soon as practical, the City owned van equipped with wet film technology will be switched over to digital technology at no cost to the City.
2. City shall not guarantee nor be under any minimum required usage of the photo radar unit.
3. Contractor will provide Field Service Technicians, spare parts and equipment to repair any malfunctions with the equipment within 48 Hours, excluding weekends and holidays.
4. The use of a photo radar program is considered a preventative program for safe driving therefore the City does not operate under a violation quota system. There will be no minimum number or quota of violations required to be generated through the use of the photo radar unit and equipment.
5. Contractor shall supply equipment that, to the best knowledge of the Contractor, is new, that is not obsolete or nearly obsolete (i.e. expected to become obsolete through the introduction of a new product line within the next six months following Contract execution), used or remanufactured.
6. Should new equipment or a technological upgrade become available during the course of the Contract, the Contractor shall offer the City the opportunity to upgrade the equipment. The installation of any new technology may be at an additional cost. The exact cost will be based on the scope of the technology upgrade and negotiations at the time of the upgrade.
7. The City is only obligated to use equipment or production models that have been satisfactorily demonstrated to the City, or that have demonstrated a record of successful deployment by other law enforcement agencies.
8. Any additional photo radar system implemented shall be of new manufacture and best quality and installed in accordance with approved recommendations of the manufacturer thereof, and shall conform to the equipment specifications listed below.
9. The equipment shall meet all applicable Federal standards and specifications and be of a type approved for licensing and use in the City of Portland.
10. The equipment shall be capable of executing its functions so that it performs according to, and fulfills the requirements of, the City.

B. **SPECIFIC EQUIPMENT REQUIREMENTS:** The Contractor also shall provide the following in regard to the equipment:

1. The equipment shall be able to consistently identify a vehicle and driver traveling through a radar beam and take a photograph of the vehicle traveling in excess of a predetermined speed threshold.
2. The equipment shall be capable of detecting the speed of target vehicles when operated from a stationary vehicle and subsequently displaying that information digitally.
3. A mobile reader board shall be provided that displays the speed of passing vehicles while the photo radar unit is in use. The reader board shall display the speed in digits that are a minimum of 9-1/2, inches in height and capable of being seen. The display on the photo-radar van must be readable from a distance of 150 feet.

4. The equipment shall be capable of recording the speed of a vehicle with an accuracy of plus or minus one (1) mile per hour and shall display that information in a mile per hour format.
5. The equipment shall measure the speed of traffic that is approaching or going away from it and gather data for statistical analysis.
6. The equipment shall be capable of deployment at a wide range of sites, locations and operating conditions, including but not limited to, heavy traffic volumes, multiple lanes of traffic, adverse weather and temperature conditions, and different road surface configurations.
7. The equipment must be able to operate while vehicles are moving at speeds of 15-150 miles per hour.
8. The camera shall be able to photograph up to three actual lanes of traffic concurrently and be able to produce high resolution images of those vehicles. Photographs shall show the driver of the vehicle if a violation occurs. The photograph shall show at least one license plate.
9. Cameras shall operate at night and shall come equipped with flash attachments. Photographs taken at night shall produce high resolution images and permit the identification of the driver (if a photograph of the front of the vehicle is taken) and at least one (1) license plate.
10. The equipment shall be capable of operating in an automated mode, with easy set-up, little maintenance and minimal human intervention required after set-up.
11. The equipment shall be capable of performing internal calibration tests for speed measurement accuracy and functionality. The internal test shall produce a visual and/or auditory signal that permits an operator to determine if the equipment is functioning properly.
12. The equipment shall be capable of performing an electronic internal calibration test. If the internal calibration test shows that the equipment is failing or the calibration has been lost, the equipment shall display a failure code that is visible to the operator and shut down.
13. The equipment shall have sufficient shielding and suppression of radio frequency ("RF") current in the 800 Megahertz ("MHz") to 900 MHz band to prevent interference from a typical 30 watt Police radio transmitter operating in the same vehicle as the photo radar unit.
14. Contractor to provide a streamlined log-in procedure as well as an audible tone when a violation is captured.

**C. DOCUMENTS AND MANUALS:** Contractor shall provide the City with five (5) copies of all relevant equipment specifications, manuals and materials relating to the capabilities and operation of all the equipment. Within 90 days from date of Contract execution, the Contractor shall obtain from the manufacturer of the equipment any rights required for the City to make and provide copies of non-proprietary manuals and materials in response to any discovery requests required as a result of the use of the radar equipment.

**D. WARRANTY AND MAINTENANCE:** The Contractor shall maintain the Contractor furnished Photo Radar Enforcement System and its associated equipment in good working order for the duration of the Contract.

1. Excluding weekends and City holidays, any malfunctioning camera or other Contractor furnished equipment shall be returned to good working order within forty-eight (48) hours of notification that the equipment is not in proper working order. If it cannot be made operational, the camera or other equipment will be replaced at no charge to the City.
2. Reports of equipment malfunctions will be communicated by the City to the Project Manager, or in his/her absence, the Field Service Technician or the Lead Traffic Service Agent. Contractor shall acknowledge receipt of such calls as soon as possible.
3. An electronic log of all camera component problems reported and all repair activity will be maintained by the Contractor for each incident reported. A copy of this repair log will be provided either electronically or paper copy to the City within ten (10) days following the City's request.

4. Contractor warrants that its equipment is in good working order. Contractor will maintain all equipment provided to City throughout the duration of the Contract period.

5. In order to assure all system components are working as intended, the Contractor shall provide maintenance on the photo radar and related equipment, such as but not limited to, the camera, video, radar, and computer, during the term of this project, as required within the resulting agreement.

6. Contractor shall provide service and support in a timely manner so as to minimize the amount of time that equipment is not functioning and citations are not being issued. Excluding weekends and holidays, all repair and/or replacement parts shall be provided by the Contractor within 48 hours, excluding weekends and holidays. Substitute or replacement parts and/or equipment shall be provided by the Contractor when repair times or parts supply exceeds this time limit.

7. Contractor shall provide a preventive maintenance program in order to achieve reasonable reliability and availability of the equipment. Maintenance shall occur at regularly scheduled intervals and at times when the equipment is not being used. Maintenance shall include the running of diagnostics to ensure the early identification of any component failure.

8. Contractor shall work with the Portland Police Bureau to provide a mechanism and procedure for backing up all data files.

9. Contractor shall provide security precautions against unauthorized use and accidental destruction or modification of data as a result of human intervention or other disasters such as power failure.

E. BILLING: Contractor shall coordinate with the City's finance department to set up billing and accounting procedures acceptable to the City.

F. DELIVERY: For the City of Portland, Contractor shall deliver all equipment, F.O.B., to the Police Bureau.

Portland Police Bureau Traffic Division  
4735 E Burnside Road  
Portland, Oregon 97215

G. PHOTOGRAPH REQUIREMENTS

1. Image Technology: Contractor shall use the most current technology and most up-to-date digital camera apparatus.

2. The photographic Primary camera control unit shall produce a clear photograph that contains the following data:

- a) Display of front license plate of vehicle.
- b) Display of driver's face.
- c) Scene of location where the alleged violation occurred.
- d) Motor vehicle during the alleged violation.
- e) The day, month and year of the alleged violation.
- f) The time of the alleged violation displayed in hours, minutes and seconds.
- g) The speed of the vehicle displayed in miles per hour.
- h) Officer's identification code.
- i) Location code information.

3. The Photographic Secondary camera control unit shall automatically take a photograph without manual intervention from the Police Officer in attendance and shall contain at least the following data:

- a) Display of rear license plate of vehicle.
- b) Scene of location where the alleged violation occurred.
- c) Motor vehicle during the time of the alleged violation.
- d) Day, month and year of alleged violation.
- e) Time of the alleged violation displayed in hours, minutes and seconds.
- f) Speed of the vehicle photographed displayed in miles per hour.
- g) Officer's identification code.
- h) Location code information.

H. **IMAGE AND CITATION PROCESSING SERVICES:** Contractor shall provide all staffing required for the development and presentation of the photographic images and supplies.

1. Contractor shall provide the City with digital images of alleged violators, and photographs for court packets and citizens requesting to view their alleged violations. These photographs shall be provided to the City in hard copy and digital format.

2. Contractor will be responsible for processing all images.

3. The Contractor shall provide one Field Service Technician (FST) responsible for retrieval of photo radar images based upon a schedule established by the City. The FST will respond to any report of a photo radar camera problem. All repair activity will be tracked by the FST on an electronic maintenance log.

5. The Contractor shall collect memory cards, PR Officer Visual Observation Log and PR Equipment Set-up Checklists (as applicable) for the Contractor system. Contractor will establish a chain of custody, consistent with Oregon Law, for the alleged violation date and submit images for processing.

6. The Contractor will convert images to a digital format, compare to PR Officer Visual Observation Log (as applicable), determine and enter license plate information, view driver and ensure that the view of the driver is identifiable and is not obstructed or out of focus.

7. Contractor shall maintain access to the current motor vehicles database that is maintained by the Oregon State Department of Motor Vehicles. In addition, Contractor shall have access to current motor vehicle databases in the states of Washington, California and Idaho. Access to these databases shall be maintained for the life of the Contract.

8. The Contractor will use the DMV information, verify information collected during the viewing process, re-check license plate information and registered owner information, determine whether the gender of the driver matches the gender of the registered owner of the vehicle if the owner is an individual, compare vehicle type and owner type and prepare film negatives for storage.

9. After the verification process, the Contractor will print the citations and transmit them to the Police for approval and signature. Upon return of the approved signed citations from the Police, the Contractor will include the printed corresponding cover letter with the violation photo and the appropriate printed Affidavit of Non-Liability or Certificate of Innocence forms and mail within the guidelines in ORS State Law.

9. If the current Contractor operation's center in Portland closes, the Contractor shall provide a business plan that will identify the same access and services as the present local operation center that is acceptable to the City. The relocated operation's center shall have adequate staff to operate, manage,

maintain and keep the same service level as required by the Contract.

10. Contractor will be responsible for pick-up and delivery of data on a daily basis (to and from the respective Police Departments/Bureaus and Courts).

a) Contractor will use the license plate number from the photographs to identify the vehicle owner from the Department of Motor Vehicles records.

b) Contractor shall ensure that the gender of the registered owner of the vehicle appears to be the same as the person whose photograph is taken.

11. Contractor shall prepare warning letters or citations and notice letters for all persons who appear to have violated the speed limit.

12. Contractor shall obtain the Police Officer's signature for each citation and shall mail letters and citations to the identified vehicle owners within six (6) business days following the alleged violation.

J. **RECORDS AND ARCHIVING:** The Contractor shall maintain and provide supporting records of violations to the City and Courts and shall maintain all photographs in a manner that preserves their chain of custody to ensure their admissibility in court.

1. Contractor shall maintain a list of all voided and destroyed images.

2. City directs the Contractor to store all digital images for which citations have been issued for a period of two (2) years from the date of the citation or 30 days after disposition of the case, whichever is later. Contractor shall keep all images for which citations are not issued for at least 30 days. When citations are dismissed by the police Bureau or the Circuit court or when citations are not issued, the City directs the contractor to destroy all images after 30 days. City directs Contractor to delete all images for which citations have been issued for a period of two (2) years from the date of the citation or 30 days after disposition of the case.

3. The City will require online storage of images for the time periods referenced in Subsection 3 above and shall provide an authenticated listing of all archival records.

4. Retrieval of archived information shall be available within five business days of a request for retrieval.

K. **STATISTICAL ANALYSIS AND REPORTS**

1. Contractor shall provide reports that show and analyze time, date, speed, number of vehicles, and other data required for automated citation generation and traffic analysis. The reports shall be submitted to the City within 30 days of the end of each calendar month and shall include such information as is mutually agreed to by both Parties to this agreement including the following mandatory items:

- a) Client Monthly Summary Report
- b) Issuance Analysis Report
- c) Officer Summary Report
- d) Officer Activity Report
- e) Deployment Summary Report
- f) Location Activity Report
- g) Current list of all valid location codes with information, including the court location, speed zone, applicable ORS statute and description of the geographic location.

2. **Additional Reports.** Contractor shall provide additional reports at City's request. Such additional reports will be mutually agreed upon by the contractual Parties as they may be subject to additional fees charged by Contractor.

3. Contractor shall provide the City with a monthly Activity Report within ten (10) days following the end of each month. The monthly report shall, at a minimum, include the following information:

- a) The total number of citations issued.
- b) The total number of photographs taken and percentage of total vehicles whose photograph was taken that a violation notice was sent.
- c) The total number and percentage of violations, delineated by speed and location, with time deployed at locations.
- d) Hours of use at any one site.

L. **TRAINING REQUIREMENTS:** The Contractor shall provide a minimum of four 2-day Photo Radar Operator training classes per Contract year for City of Portland police personnel who will operate the system, which will include both classroom and hands-on training. The maximum class size will be 12 persons. Such training will occur in City provided facilities, unless otherwise agreed upon by the Parties. The Contractor will provide the following additional training:

1. The Contractor shall provide technical instruction on equipment use and operation. Course content shall include: the theory of the device; the technical knowledge required for court purposes; photography principles; and actual deployment techniques. Contractor shall provide up to four training classes at no cost to the City. Contractor shall supply all technical training materials and handouts in sufficient quantities to cover the training of identified persons.
2. Contractor shall provide up to two additional training sessions and materials to Multnomah County judges and Court staff if requested by the City.

M. **COURT ASSISTANCE:** The Contractor shall provide, as reasonably necessary, a person who is able to be qualified as an expert witness under current court requirements to testify in court in regard to photo radar technology along with any documentation that may be required. Services may include but not be limited to:

1. The Contractor will provide the appropriate paper copy of the issued citation to the Court, together with an electronic text file that contains the following information: Officer name, DPSST number, citation number, name of the alleged violator, the alleged violation, fine amount, any enhanced penalty indication, court hearing date and time, court location, courtroom number, and any other necessary information that the court may require and that has been discussed and mutually agreed upon.
2. Within five (5) business days (but before the Court date) of notification from the Court of scheduled cases, the Contractor will prepare and provide documentation to the officer who will testify about the alleged violation. Such documentation will include information about the operation of the camera, a checklist regarding camera operation and repair, two photographs, maintenance logs (if necessary or requested), a contact log showing any contacts with the alleged violator and any other information that may be required. Exceptions shall be considered those cases added by the Court System outside of normal channels.
3. Contractor shall provide City and/or Courts with a minimum of three (3) photographs for each citation issued (front and two rear photographs) when requested. The photograph shall be a minimum 3 by 5 inches, unless a larger photograph is necessary to view the driver/violation or to prosecute the case.
4. Contractor shall work with City to develop acceptable warning, explanatory, and other letters or correspondence for the court case.
5. The Contractor shall work with City personnel and the Court in order to develop and update the forms library as it relates to legal forms and court documentation:
  - a) Develop an acceptable citation form.
  - b) Implement and utilize electronic signatures and court filing of citations.
  - c) Receive and process the Certificate of Innocence and Non-Liability forms; a listing of citations to be dismissed shall be provided to the Portland Police Bureau as they are processed.
  - d) The City shall audit, review and check Certificate of Innocence forms with photographic images taken of alleged violators to determine whether owners are accurately responding to the citations.

- e) The Contractor will provide secure, online access for the public to view images on which citations were based.

**N. COMMUNICATIONS/PUBLIC EDUCATION**

1. Contractor shall be available to act as a resource during certain events planned as part of the photo radar communications, and public education strategy. This includes, but is not limited to, equipment demonstration, as part of community presentations, if it is determined to be in the interest of the City and the Contractor.

2. Contractor shall provide City with public information materials. These materials should include, but are not limited to, brochures and other printed information describing what photo radar is, how photo radar works and what benefits the use of photo radar provides.

**O. TELEPHONE HOT LINE:** The Contractor shall provide a telephone hotline that will permit callers to obtain basic information during the normal work week.

1. The Contractor will staff the telephone hotline from 8:00 a.m. to 5:00 p.m. Monday through Friday of each week excluding holidays. During other times, Contractor's hotline will permit callers to obtain information and to leave a voice message. The letters that accompany citations issued will have the toll-free number written on them.

2. The City shall provide Contractor with answers to questions that are frequently asked by the public when it calls the hotline. Contractor shall provide those answers to the public in response to their questions.

**2. WORK PERFORMED BY THE CITY:** Bureau staff shall make available sufficient hours of staff personnel as is required to meet with the Contractor and provide such information as required. The Office of Management and Finance has assigned a project manager who will oversee the work and provide support as needed.

The City shall be responsible for implementing and maintaining usual, customary and appropriate internal accounting procedures and controls, internal controls and other appropriate procedures and controls for the City. These controls will include information technology, proprietary information, and trade secret safeguards if appropriate to City work.

**3. TIME IS OF THE ESSENCE:** Contractor shall make every reasonable effort to meet established delivery dates and other deadlines. Circumstances that may delay the delivery of goods and services from established delivery dates and other deadlines, including excusable delays and force majeure events, shall be reported to the City immediately upon discovery. The City and Contractor shall mutually agree upon any schedule or pricing change due to excusable delays or force majeure events in writing. In the event Contractor does not meet the established delivery dates or other deadlines and Contractor has failed to cure such breach within fifteen (15) days of written notice by the City, the City may obtain the undelivered goods and/or non-performed service from another source, and no recurring charges, one-time charges, or termination charges or other penalties shall be due the Contractor. In addition, the City will be entitled to reasonable compensation as stated under REMEDIES.

**4. CONSIDERATION:** Maximum payment to the Contractor shall not exceed \$750,000.00/year with the fixed monthly fee combined with a tiered fee payment in accordance with Attachment B; with the Contractor billing the City on a monthly basis for the total hours worked.

**5. DELIVERY:** All goods, materials and services shall be FOB delivered to the Portland Police Bureau at 4735 E. Burnside Road, Portland, OR 97215 or as designated by the work conducted within this Contract. All prices offered shall be inclusive of all shipping and delivery costs. The Contractor must be prepared to furnish the items as agreed upon by the contractual Parties after receipt of an order.

With assembly, installation, calibration and other services required under this Contract, offered prices shall include all costs associated with delivery, assembly, setup, and proper disposal of packaging material. The offer price shall be exclusive of any sales, purchaser, or consumer tax. Tax exemption certificates will be furnished to the successful Offeror, upon request.

Delivery of the Item(s) on the purchase order shall not be completed until all discrepancies have been corrected. Items not meeting Contract specifications shall be returned at Contractor's expense. Contractor shall replace rejected items within as agreed upon by the contractual Parties after receipt of re-order request.

Acceptance occurs when the City authorizes payment of the invoice.

**6. PRICES AND PRICE CHANGES:** Initial Contract prices shall be as established herein. Unit prices shall remain firm through the first two years of the Contract. At the end of the two-year period following the date of acceptance, price changes may be allowed herein. Contractor agrees to provide pricing for all products for which Contractor is an authorized distributor for the duration of this Contract. Following the end of the one year period referenced above, City and Contractor acknowledge that prices for goods and services furnished by Contractor under this Contract may need to be adjusted during the term of the Contract due to changes in Contractor's prices, rate plans, or product offerings. Such price changes shall be documented in writing between Contractor and City's Chief Procurement Officer as amendments.

Contractor shall submit any proposed pricing revisions in writing to the Project Manager for consideration at least thirty (30) days before the proposed effective date. All proposed price adjustments shall be calculated consistent with the methodology used to calculate the prices set forth in Section 8, Escalation/De-Escalation, the Contractor shall certify this in its request for price adjustments. Price adjustments shall become effective thirty (30) days from the date of last signature on the Contract amendment document or as otherwise stated therein. Except that no increase in price adjustments shall become effective prior to a date one year following the date of acceptance. Price adjustments will only become effective by fully executed amendments, following receipt by the Project Manager of the requested price adjustment.

**7. ESCALATION/DE-ESCALATION:** Pricing offered under Request for Proposal #109992 may be adjusted up or down on a cent-for-cent basis via pass-through from the manufacturer after the second year, supported by submission of copies of the manufacturer's price change notices, and corresponding to changes in the manufacturer's wholesale posted/or book price, and in effect to all similar classes of customers at the time of delivery. Additionally, all price reductions shall be passed on, in total, as of the effective date. The City of Portland shall have the option of accepting the price increase or canceling the balance of the Contract. The Contractor shall notify the City of all price increases and decreases as far in advance of the effective date as possible. No upward price adjustment of any sort will be allowed during the first two years of the Contract period. All decreases will be passed on to the City as of the effective date, not at the end of the first year period. Notification shall be in writing and will be confirmed in writing by the City of Portland.

It is anticipated that the Contractor may introduce promotional pricing during the term of this Contract and in that event, Contractor shall offer and City may take advantage of such promotional pricing if the City satisfies all terms and conditions necessary to qualify. For the purpose of this section, the term "promotional pricing" includes the cost of goods and services as well as the addition of features, functionality, or additional usage of goods and services. The Contractor shall immediately notify the City's Chief Procurement Office in writing of such promotional pricing.



187059

**ATTACHMENT B**  
**CONTRACTOR'S PRICE PROPOSAL\***

\* note: original lease of wet film equipment shall be a fixed \$1,500/month until converted to digital equipment; processing costs remain as stated in the contractor's price proposal



RFP# 109992  
 City of Portland, Oregon  
 Request for Proposals for  
 Photo Radar System

## F CONSIDERATION

### ACS Price Proposal

ACS is pleased to offer a price proposal that will enable the City to upgrade the remaining film photo radar system with a state of the art digital camera system, while also receiving a 10% discount in comparison to the current monthly fee. Moreover, if selected, upon execution of a new five year agreement, ACS will immediately discount the City's current monthly fee 5% for the remaining term of the existing contract year. In addition to this favorable new contract pricing and discount on existing pricing, other value considerations for the City include the following:

- ACS has established and successful relationships with the Police Bureau and Courts, experienced staff with specific knowledge of the Portland program, and a focus on personal service through a local office. Entering into a contract with a new vendor will ensure down time during a transition with negative safety and financial impacts for the City
- If a new vendor is selected, City staff will have to invest significant time in assisting a new vendor in setting up their program and learning to use their software
- Only ACS offers the City the flexibility to maintain film camera photo radar systems and/or convert to new digital technology on an as needed basis, weighing all relevant financial and operational considerations
- Retrofitting film vans with ACS digital camera systems will produce better issuance rate and financial results for the City than retrofitting with competitor systems

ACS is pleased to propose the fee schedule outlined below. The proposed fees are inclusive of all services requested in the RFP and meet or exceed all RFP requirements

- The offered pricing provides the City the opportunity to transition its full program to latest generation digital photo radar systems while also decreasing its monthly spend on services
- As demonstrated with the recent RS-GS11 installation in the City's newest photo radar vehicle, the improved technology will significantly increase issuance rates and program revenue
- Through the proposed 5% discount on ACS fees for the remainder of the current contract year, the City can immediately decrease vendor costs -- this is a benefit no other vendor can provide
- Guarantee of revenue neutrality

Fixed monthly fee combined with a tiered fee per payment (similar to current pricing structure)

Type of System	Fixed Monthly Fee	Payments Collected in Month	Fee Per Payment
Digital	\$2000	1 - 800	\$25.65
		801-1200	\$20.90
		1201-1600	\$19.00
		1601+	\$17.10



## APPENDIX A

Contractor shall observe all applicable state and local laws pertaining to public contracts including the City's Equal Benefits Ordinance and its administrative rules, all of which are incorporated by this reference. Failure to comply with the Ordinance permits the City to impose sanctions or require remedial actions as stated in Section 13.1 of the rules. ORS Chapters 279A, 279B and 279C require every public contract to contain certain provisions. Pursuant to those chapters, the following provisions shall be a part of this contract, as applicable.

Pursuant to ORS 279B.220, on every public contract, the contractor shall make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract; shall pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract; not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished, and; pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

▪ Pursuant to ORS 279C.505, on public improvement contracts, the contractor shall make payments promptly, as due, to all persons supplying to such contractor labor or material for the prosecution of the work provided for in such contract. The contractor shall pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of the contract. The contractor shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. The contractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. Contractor shall demonstrate that an employee drug-testing program is in place.

▪ Pursuant to ORS 279C.510 (1), in every public contract for demolition the contractor shall salvage or recycle construction and demolition debris, if feasible and cost-effective. Pursuant to ORS 279B.225 and 279C.510 (3) in every public contract and every public improvement contract for lawn and landscape maintenance, the contractor shall compost or mulch yard waste material at an approved site, if feasible and cost-effective.

▪ Pursuant to ORS 279B.230(1), in every public contract, the contractor shall promptly, as due, make payment to any person, partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

▪ Pursuant to ORS 279B.230(2), in every public contract, all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

▪ Pursuant to ORS 279B.235(1), persons may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it. In such cases, the employee shall be paid a) at least time and half pay for all overtime in excess of 8 hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or b) for all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and c) for all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

▪ Pursuant to ORS 279C.515(1), on public improvement contracts, if the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public contract as such claim becomes due, the proper officer or officers representing the state, county, school district, municipality, municipal corporation or subdivision thereof, as the case may be, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of such contract. The payment of a claim in the manner authorized by ORS 279C.515 shall not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

▪ Pursuant to ORS 279C.515(2), on public improvement contracts, if the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within 30 days after receipt of payment from the contract agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the 10-day period that payment is due under ORS 279C.580(4) and ending upon final payment, unless payment is subject to a good faith dispute as defined in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90-day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is 30 days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed 30 percent. The amount of interest may not be waived.

▪ Pursuant to ORS 279C.515 (3), in every public improvement contract and every contract related to the public improvement contractor, if the contractor or subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580.

- Pursuant to ORS 279C.520, no person shall be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services as defined in ORS 279C.100, the employee shall be paid at least time and a half pay for all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or for all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and for all work performed on Saturday and on any legal holiday specified in ORS 279C.540. The contractor shall give notice to employees who work on a public contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. In the case of contracts for personal services as defined in ORS 279C.100, an employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under these contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. sections 201 to 209 from receiving overtime. Persons employed under contracts for services shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279C.540 (1) (b)(B) to (G) and for all time worked in excess of 10 hours a day or in excess of 40 hours in a week, whichever is greater. The contractor shall give notice to employees who work on a contract for services in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.
- Pursuant to ORS 279C.530(1), in every public improvement contract, the contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to the employees of such contractor, of all sums which the contractor agrees to pay for such services and all monies and sums which the contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. In every public contract, subject to ORS 279C, all employers working under the contract are subject employers that shall comply with ORS 656.017.
- Pursuant to ORS 279C.580(3)(a), the contractor shall include in each public improvement subcontract for property or services entered into by the contractor and a subcontractor, including a material supplier, for the purpose of performing a construction contract, a payment clause that obligates the contractor to pay the subcontractor for satisfactory performance under its subcontract within 10 days out of such amounts as are paid to the contractor by the public contracting agency under such contract, and an interest penalty clause that obligates the contractor to pay to the subcontractor an interest penalty on amounts due in the case of each payment not made in accordance with the payment clause included in the subcontract pursuant to ORS 279C.580 (3), for the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made, and computed at the rate specified in ORS 279C.515 (2).
- Pursuant to ORS 279C.580(4), the contractor shall include in each of its subcontracts for a public improvement, for the purpose of performance of such contract condition, a provision requiring the subcontractor to include a payment clause and an interest penalty clause conforming to the standards of ORS 279C.580 (B) (4) in each of its subcontracts and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.
- Pursuant to ORS 279C.830(1)(a) workers shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840.

July 25, 2008

**AMENDMENT 1  
TO THE SERVICES CONTRACT BETWEEN ACS STATE & LOCAL SOLUTIONS,  
INC. AND THE CITY OF PORTLAND, OREGON FOR PHOTO RADAR SYSTEM**

THIS AMENDMENT No. 1 ("Amendment") is entered into and made effective this 15th day of December, 2010, by and between the City of Portland, Oregon ("City"), and ACS State & Local Solutions, Inc. ("ACS"), referred to individually as "party" and collectively as "parties."

WHEREAS, on April 1, 2010, the parties entered into an agreement for ACS to provide a photo radar system to the City ("Agreement");

WHEREAS, the parties wish to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and ACS mutually agree to the following:

1. Section 1(A)(1) of Attachment A (Requirements) is hereby amended to reflect that ACS will provide and install the equipment into a third van provided by ACS.
2. All other terms and conditions set forth in the Agreement are unchanged and remain in full effect.

IN WITNESS WHEREOF, City and ACS have caused this Amendment to be signed by their duly authorized officers on the day and year first set forth hereinabove.

ACS STATE & LOCAL SOLUTIONS, INC

CITY OF PORTLAND, OREGON

By: [Signature]

By: [Signature]

Title: Vice President

Title: Sergeant / PPIB Traffic

By: [Signature]

Title: Chief Procurement Officer

**APPROVED AS TO FORM**

[Signature]  
**CITY ATTORNEY**

**CITY OF PORTLAND**  
**CONTRACT NO. 31000129**  
**AMENDMENT NO. TWO (2)**

This Amendment made and entered into this twenty-ninth day of August, by and between ACS State & Local Solutions, Inc (Contractor), hereinafter called Contractor, and the City of Portland, Oregon (City), a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

In connection with the December 15, 2010 Amendment 1 to the Services Contract between the Contractor and the City for Photo Radar System, the City Police Bureau, Traffic Division acknowledges and agrees that ACS has delivered to the City the third photo radar van (Third Van); 2010 Chevrolet Express, VIN# 1GNUGCD41A1175906, Oregon License Plate # 026FFD, referenced in Amendment 1 to the Photo Radar System Services Contract (Contract). This Amendment #2 clarifies certain rights and responsibilities of the Parties with regard to the City's use of the Third Van.

1. Third Van ownership, title, registration, and maintenance will be the sole responsibility of ACS. ACS also will carry required vehicle insurance covering all periods during which the Third Van is under ACS' custody or control. In the event of a mechanical malfunction, ACS will be responsible for the necessary repairs to return the Third Van to good working order.
2. The City shall be responsible for any and all physical damage to the Third Van, including the installed photo radar equipment, while in the custody and control of the City. The City agrees to indemnify, save and hold harmless ACS from any and all liability and associated costs for any claim of any nature, including but not limited to property damage or bodily injury, arising out of the City's operation or use of the Third Van.
3. The City will provide fuel for all periods during which the Third Van is under the City's custody or control. When not in use in the field, the Third Van will be housed in the Traffic Division garage.
4. The \$2,000 per month fixed fee set forth in the Contract shall not apply to the Third Van. The per-citation paid fee set forth in the Contract shall apply to the Third Van.
5. This Amendment shall remain in effect for the term of the Services Contract and may be terminated at any time by mutual consent of the Parties.
6. All other terms and conditions remain unchanged.

**ACS LOCAL & STATE SOLUTIONS**

BY:

Allen Shutt 9/13/11  
 Vice President Allen Shutt Date

Address: 8260 Willow Oaks Corporate Drive  
 Second Floor  
 Fairfax, VA 22031  
 Telephone No.: 703-891-8700  
 Fax No: 703-891-8839

**CITY OF PORTLAND**

Approved as to form

Paula Henry Christine Moody 9/15/11  
 CITY ATTORNEY Christine Moody, Chief Procurement Officer Date

Exhibit D

187059

**CITY OF PORTLAND**  
**CONTRACT NO. 31000129**  
**AMENDMENT NO. THREE (3)**

**FOR**  
**PHOTO RADAR SYSTEM**

The Contract was made and entered into on the first day of April, 2010 by and between ACS State & Local Solutions, Inc., hereinafter called Contractor, and the City of Portland, a municipal corporation of the State of Oregon, by and through its duly authorized representatives, hereinafter called City.

The effective date of this Amendment is April 2, 2012.

1. Contractor's previous name of ACS State & Local Solutions, Inc. is hereby changed to Xerox State & Local Solutions, Inc., as filed and registered with the Oregon Secretary of State Registry Number 315787-84.
2. All other terms and conditions to remain unchanged.

**XEROX STATE & LOCAL SOLUTIONS, INC.**

BY: Allen Shutt  
Allen Shutt SVP 8/20/14  
 (Name/Title/Date) Date

Address: 8260 Willow Oaks Corporate Drive, Sixth Floor  
 Fairfax, VA 22031  
 Telephone No. 703-891-8700  
 Fax 703-891-8839

**APPROVED AS TO FORM**

Approved as to form:

[Signature]  
 City Attorney  
**CITY ATTORNEY** 11/14/14

**CITY OF PORTLAND**

BY: Christine Moody  
 Christine Moody, Chief Procurement Officer Date

11/20/14