

**RED LIGHT CAMERA SAFETY PROGRAM ENFORCEMENT
Third Amendment of Agreement**

This Third Amendment ("Third Amendment") of an Agreement ("Agreement" or "Contract") is between the County of Suffolk ("the County"), a municipal corporation of the State of New York, acting through its duly constituted Department of Public Works ("the Department"), located at 335 Yaphank Ave, Yaphank, NY 11980; and

XEROX STATE & LOCAL SOLUTIONS, INC. ("Contractor" or "XEROX" or "Vendor"), a New York corporation duly authorized to do business in New York and having its principal office at Xerox State & Local Solutions, Inc., located at 12410 Milestone Center Dr., Germantown, MD 20876 ("Xerox").

The parties hereto desire to continue to make available to the County all required professional services to plan, design, bid, implement, operate, maintain, and manage a Red Light Camera System in specified locations in Suffolk County in accordance with applicable State and County laws, rules and regulations.

Term of Contract: This Contract shall be effective upon full execution for a term to expire on December 31, 2018.

Total Cost of Contract: Shall be as set forth in Article IV of the Agreement, as amended February 15, 2011 by Amendment No. One (Amendment No. One) as amended April 25, 2012 by Amendment No. Two (Amendment No. Two), and as amended by this Third Amendment.

Terms and Conditions: Shall be as set forth in Articles I - IV and Exhibits 1 and 2 of the Agreement, as amended by Amendment No. One, by Amendment No. Two and by this Third Amendment.

In Witness Whereof, the parties hereto have executed this Third Amendment as of the latest date written below.

XEROX STATE & LOCAL SOLUTIONS, INC.

By: [Signature]
Name MARY TALBOT
Title VICE PRESIDENT
Fed. Tax ID # 13-199-6647
Date 11/26/12

Approved as to Legality:
Dennis M. Cohen, County Attorney
Paul J. Margiotta, Chief Deputy County Attorney
By: [Signature]
Name: Dennis M. Brown
Title: Assistant County Attorney
Date 11/30/2012

COUNTY OF SUFFOLK

By: [Signature]
Name: Regina Calcaterra ~~Regina Calcaterra~~ Dennis M. Cohen
Title: Chief Deputy County Executive
Acting
Date: 11/30/2012

Approved:
Department of Public Works
By: [Signature]
Name: Gilbert Anderson
Title: Commissioner
Date 11/29/12

Third Amendment of Agreement

WHEREAS, a red light safety program was authorized by Local Law 20-2009 and New York State Vehicle & Traffic Law § 1111-b, permitting the installation of a red light photo enforcement system at up to fifty (50) intersections in Suffolk County. Pursuant to Chapter 57 of the Laws of 2012, the New York State Legislature amended § 1111-b of the Vehicle and Traffic Law to increase the number of intersections to one hundred (100) at which photo enforcement devices may be installed. Resolution 461-2012 also authorized the County to expand the number of intersections to one hundred (100); and

WHEREAS, cameras are currently used at signalized intersections installed under the terms of a contract existing between the County and the Contractor with a term expiring on March 31, 2015; and

WHEREAS, the system was installed at no cost to the County. The Contractor provided the cameras, switches, sensors, wiring, conduit and appurtenant supporting infrastructure that records videotape and still images of vehicles approaching the signalized County/State intersections; and

WHEREAS, with the expansion of the number of intersections now authorized under state and local law where cameras may be installed, an RFP waiver request (72-2012) was submitted to authorize the County to enter into a contract amendment with the Contractor for a term to run through 2018 for the Contractor to continue to maintain the County's existing red light photo enforcement system, and for the Contractor to design, develop and maintain a system for the additional authorized intersections; and

WHEREAS, the RFP waiver request was granted on August 6, 2012, and the amendment thereof having been granted on October 25, 2012 (72-2012 as amended);

Now therefore, in consideration of the mutual provisions and covenants hereafter set forth, the parties hereto agree as follows:

I. a. Except as herein amended, all other representations, terms and conditions of the Agreement, Amendment No. One and Amendment No. Two executed prior to the date hereof are hereby ratified and confirmed to be in full force and effect.

b. Any reference heretofore made in any agreement to **ACS STATE & LOCAL SOLUTIONS, INC.** shall be construed in the first instance as reference to the **XEROX STATE & LOCAL SOLUTIONS, INC.** anything in any document to the contrary notwithstanding.

II. Paragraph 4.11(a) of Section 4 of Article I of the Agreement is amended to read as follows:

a. Award of the sub-contract will be made as directed by the County to the lowest responsive and responsible Bidder as will best promote the public interest as provided by Section 103 of the N.Y. General Municipal Law and Suffolk County Local Law 5-1993 (local preference option). The County reserves the right to reject any or all bids, to award to other than the low bidder, to waive minor informalities, to advertise for new bids, or to proceed to do the work otherwise, if, in its opinion, the best interests of the County will thereby be promoted. Prevailing wage must be paid for all the labor arising out of and in connection with this Agreement performed in the County for the construction, installation, configuration, computer programming and on-site maintenance of the cameras. Certified payrolls must be supplied for the all the labor arising out of and in connection with this Agreement performed in the County for the

construction, installation, configuration, computer programming and on-site maintenance of the cameras, and upon demand by the County, acknowledgment of payment of prevailing wage, on a form prescribed by the County.

III. Paragraph 4.21 of Section 4 of Article I of the Agreement is amended to read as follows:

If directed by the County and approved by the Suffolk County Department of Law, post signs at Designated Intersections. XEROX's engineering team shall coordinate with County transportation officials to ensure all "signage" is designed and installed according to the Federal Highway Administration's National Manual of Uniform Traffic Control Devices (MUTCD) and the New York State Supplement to the MUTCD regulations including, but not limited to, New York State Department of Transportation (NYSDOT) and County engineering standards. Signs and any related Vendor System references to signs may be changed once at no cost to the County to allow for any change in signs as required by the Department or NYSDOT.

IV. A new Section 4-A, entitled "Supplemental Obligations of the Parties" shall be added to Article I of the Agreement as follows:

4-A.1 Contractor shall:

- a. Subject to the requirements herein, design, build, operate and maintain no less than fifty (50) new Enforcement Systems at new Approaches (the "New Approaches"); provided, however, that during the Term of this Agreement, no more than four hundred (400) Enforcement Systems shall be installed at the maximum number of intersections authorized under Vehicle and Traffic Law § 1111-b of high definition video Enforcement Systems at Designated Sites meeting the Minimum Criteria as defined herein.
- b. The Minimum Criteria ("Minimum Criteria") shall be twenty-five (25) video validated violations in a sixteen (16) hour period.

4-A.2 The Department shall notify Contractor of New Approaches. Upon receipt of such notification(s), Contractor shall conduct a Site Survey of each potential New Approach included in the notification. As used in this Third Amendment, the term Site Survey means Contractor review of **a)** right-of-way issues, **b)** conflicting driveways, **c)** conflicting utilities, **d)** camera line-of-site, **e)** current and proposed conflicting construction projects, **f)** other general constructability issues, and **g)** amber time compliance with ITE guidelines. Contractor shall submit each Site Survey result to the Department as completed for review, but no later than thirty (30) days after receipt of identification of the New Approaches from the Department. The Contractor shall not be required to complete more than one hundred (100) Site Surveys a month.

4-A.3 Upon receipt of the Site Survey results, the Department shall notify Contractor of whether to conduct a video validation of each such New Approach. No later than the seventh business day after receipt of such notification, Contractor shall conduct on a business day a sixteen (16) hour video validation (6AM to 10PM). Vendor shall submit video validation results to the Department as completed for review, but no later than forty-five (45) days after receipt of notification from the Department. The Contractor shall not be required to complete more than fifty (50) video validations a month.

Contractor agrees to conduct, at its cost, up to three hundred seventy five (375) video validations under this Section 4-A.3.

- 4-A.4** Based upon video validation results, the Department shall notify Contractor no later than October 1, 2013 of new Designated Sites for installation of New Approaches (Notice to Proceed). New Approaches shall be completed within forty-five (45) days after issuance of all required permits. Contractor shall complete twenty (20) New Approaches per month. Upon receipt of such Notice, Contractor shall proceed forthwith to design and build the Enforcement Systems for the New Approaches. Reasonable time allowances shall be made to extend the time for design and construction due to events outside Contractor's control, including, but not limited to, receiving more than twenty (20) Notices to Proceed in a month, weather, issuance of government permits, governmental approvals of installations, the failure of third parties to provide goods or services in a timely manner, or the interference of third parties in the performance of the Agreement. Full documentation, including equipment order dates, plan submissions required for submissions, proof of payment to subcontractors/vendors/utilities and other required documents and other relevant documents, as required by the County, must be provided by Contractor to substantiate any delay that Contractor asserts is beyond its control. Penalties under Section 4-A.6 would not begin to accrue until the day after installation time allowances and delay conditions expire.
- 4-A.5** Notwithstanding anything to the contrary herein, the parties agree that except as provided in Sections 4-A.6 and 4-A.7 below, Contractor shall not be required to design and build Enforcement Systems for New Approaches unless the County provides Notice to Proceed pursuant to Section 4-A.4 above by October 1, 2013.
- 4-A.6** Subject to Section 4-A.4, all Enforcement Systems for New Approaches for which the Department has given a Notice to Proceed shall be completed no later than December 30, 2013. For each day beyond December 30, 2013 that a New Approach is not completed and not subject to installation time allowances or substantiated delays, Contractor shall pay County one hundred (\$100.00) dollars per day, per uncompleted New Approach. Before the assessment of this penalty, but not sooner than December 1, 2013, Contractor may request a hearing before the Commissioner of the Department and present evidence for the sole purpose of seeking a waiver of the penalty. Upon good cause shown, the County shall waive this penalty or a part thereof. Contractor shall be entitled to be represented by counsel at such hearing. Any determination made hereunder shall be reviewable pursuant to Article 78 of the New York Civil Practice Law and Rules.
- 4-A.7** The County and Contractor may mutually agree after October 1, 2013 that the Contractor shall design, build, operate, and maintain additional Enforcement Systems at Designated Sites meeting the Minimum Criteria (the "Additional New Approaches"). If the Contractor installs an Additional New Approach after October 1, 2013, and the Agreement expires more than five (5) years after the install date, the cost for the design, labor and materials for Additional New Approach shall be borne by the Contractor. If Contractor installs an Additional New Approach after October 1, 2013 and the Agreement expires less than five (5) years after the install date, the cost for the design, labor and materials for the Additional New Approach shall be shared by the County and the Contractor on a pro rata basis as follows: (i) the Contractor shall pay a sum equal to

1/60th of the cost of design, labor and materials for each month from the date of install to the date of the expiration of the Agreement; and (ii) the balance shall be payable in the form of an Adjusted Contractor Fee. For purposes of this paragraph, the Adjusted Contractor Fee means an upward adjustment in the Contractor Fee sufficient to pay in full in equal fixed monthly installments by the end of the Term of this Agreement the Contractor's Unamortized Costs for each Additional New Approach installed as set forth in this paragraph. For purposes of this paragraph, "Unamortized Costs" means an amount equal to 1/60th of the cost of design, labor and materials for each month from the end of the Term of this Agreement to the date of the fifth (5th) annual anniversary date of Notice to Proceed to install the Additional New Approach. Installation of the Additional New Approaches shall in all other respects be governed by the terms and conditions set forth in paragraphs 4-A.2 through 4-A.4 above, except that the Enforcement Systems at the Additional New Approaches built pursuant to this paragraph shall be completed and activated within forty five (45) days from issuance of all permits needed to install the Additional New Approaches.

4-A.8 In the event that the County directs Contractor to design, build, operate and maintain additional Enforcement Systems at Designated Sites not meeting the Minimum Criteria, Contractor shall be paid the fees set forth in **Paragraph 3.2(c) of Article IV** of this Third Amendment of the Agreement from the activation date of each such Enforcement System to end of the Term of this Agreement.

4-A.9 Contractor shall transition payment processing from its lockbox facility in Denver to its lockbox facility in Baltimore by no later than March 31, 2013.

4-A.10 County agrees that it will not contract for any red light photo enforcement business product or service with any other entity or person during the Term of this Agreement.

V. Paragraph 19 of Article III as set forth in the Agreement, as amended by Amendment No. One and Amendment No. Two shall be deleted in its entirety and replaced with the following paragraph:

a. If no response is received to a Notice of Liability within thirty-five (35) days of the mail date of such Notice of Liability, on day thirty-six (36) the County shall impose a twenty-five dollar (\$25.00) late penalty and Contractor shall mail a second Notice of Liability including the late penalty in the amount due. If no response is received to the second Notice of Liability within thirty (30) days of the mail date of such second Notice of Liability, on day thirty-six (36), Contractor shall notify the registrant by regular mail at his or her last known address of an impending liability finding and default, and that a default may be avoided by payment of the amount owed before the date scheduled for the default (the "Default Warning Notice"). If no response is received to a Default Warning Notice within thirty (30) days of the mail date of such Default Warning Notice, Contractor shall process defaults for the County in the court having jurisdiction over traffic infractions against the liable motor vehicle registrant at his or her last known address. Fourteen (14) days before a finding of liability and the rendering of a default judgment, the Contractor shall notify the registrant by regular mail at his or her last known address of the impending liability finding and default, and that a default may be avoided by payment of the amount owed before the date scheduled for the default.

b. Contractor shall perform debt collection services for unpaid violations. Debt collection

services may include scofflaw noticing, skip tracing, outbound telephone calling to scofflaw registrants with three or more non-paid and to registrants with partially paid citations, legal demand notices, and credit bureau reporting. In every case where payment received for a citation is less than the amount due, the Contractor shall promptly send to the liable motor vehicle registrant a letter demanding immediate remittance of any balance due from the registrant. The contents of this demand letter shall be approved by the County. Collection activities shall be in compliance with applicable Federal, State and County laws, regulations and procedures. The Contractor shall query its database at the direction of the County for purposes of securing a registration hold pursuant to § 401 of the Vehicle and Traffic Law.

VI. Section 3 of Article IV of the Agreement as amended by Amendment No. One and Amendment No. Two shall be deleted in their entirety and replaced with the following new paragraph:

3. Specific Payment Terms and Conditions

3.1 No Cost to County

- a. There shall be no expenditure by the County of any operating or capital funds related to or in connection with Contractor's establishment and maintenance of the Red Light Camera Safety Program, except as provided for in this Third Amendment of the Agreement.
- b. All payments made by the County under this Agreement are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Agreement. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Agreement or any fund source.
- c. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

VII. Paragraphs 3.2 of Section 3 of Article IV of the Agreement as amended by Amendment No. One and Amendment No. Two shall be deleted in their entirety and replaced with the following new paragraph:

3.2 Contractor Fees

Contractor warrants and represents that the overall cumulative payment rate of citations since the inception of the Red Light Safety Program is approximately eighty-two (82%) percent. Approximately sixty-eight (68%) percent of the payments were made in response to the first notice of citation sent to the motor vehicle registrant. Approximately nine (9%) percent of the

payments were made in response to the second notice of citation sent the motor vehicle registrant. Approximately six (6%) percent of the payments were made seventy-two (72) days after a notice of citation was sent to the liable motor vehicle registrant. These historical trends are presented for informational purposes only. They are no guarantee of future results. They only represent the data analyzed as the basis for the fee structure set forth herein. These trends, *per se*, shall not be construed by either party as a basis to reopen the fee structure during the Term of this Agreement.

- a. The County shall pay Contractor forty-two (42%) percent of the total of all fines and additional penalties authorized under Vehicle and Traffic Law § 1111-b collected each month. It is specifically understood and agreed to by the Contractor that it is not entitled to be paid any percentage of any administrative fee charged by County to a liable motor vehicle registrant.
- b. In addition to the fee set forth above in Paragraph 3.2(a), for each citation that Contractor mails a Default Warning Notice as set forth in Article III, paragraph 19 of this Third Amendment that results in payment of the twenty-five dollar (\$25.00) late penalty, the County shall pay Contractor twelve dollars and fifty cents (\$12.50).
- c. The County shall pay Contractor the following fees for each Enforcement System installed pursuant to Section 4-A.8 of Article IV of this Third Amendment:
 1. A fixed monthly fee of two-thousand one-hundred and thirty-two dollars (\$2,132.00).
 2. Seventeen dollars and twenty-five cents (\$17.25) for each paid citation generated from such Enforcement System.
- d. Payment transfer from Contractor to the County, and deposit and reporting requirements shall be as set forth in **Article III** of the Agreement.

VIII. Paragraph 3.3 of Section 3 of Article IV of the Agreement as amended by Amendment No. One and Amendment No. Two shall be deleted in its entirety.

IX. Paragraph 3.4 of Section 3 of Article IV of the Agreement shall be deleted in its entirety.

X. Paragraph 3.5 of Article IV of Amendment No. Two is amended to read as follows:

- 3.5 Upon the termination or expiration of the Term, XEROX shall continue to process all Notices of Violation and support the Services under the Agreement, Amendment No. One, Amendment No. Two and this Third Amendment for a period of one (1) year from the date of expiration or termination, unless sooner terminated by the County, subject to the same payment obligations from County which are in place at the time of such termination or expiration.

XI. A new Paragraph 6.5 of Section 6 shall be added to Article I of the Agreement as follows:

- a. Notwithstanding any limitations set forth in the new Section 4-A added by this Third Amendment, Contractor shall construct, at its cost, twenty-five (25) New Designated Sites for rotation of existing Enforcement Systems by no later than April 1, 2013, so long as the Minimum Criteria ("Minimum Criteria") is met for each of the twenty-five (25) new Designated Sites (the "Rotational Approaches").
- b. Upon execution of this Third Amendment, the Department shall notify Contractor of New Designated Sites for the Rotational Approaches. Upon receipt of such notification(s), Contractor shall conduct a Site Survey of each New Designated Site included in the notification. As used in this Third Amendment, the term Site Survey means Contractor review of a) right-of-way issues, b) conflicting driveways, c) conflicting utilities, d) camera line-of-site, e) current and proposed conflicting construction projects, f) other general constructability issues, and g) amber time compliance with ITE guidelines.
- c. Contractor shall submit Site Survey results to the Department for review as each Site Survey is completed but no later than thirty (30) days after receipt of identification of the New Designated Sites from the Department. The Contractor shall not be required to complete more than seventy five (75) Site Surveys a month. The Department shall immediately review the Site Survey results as received and notify the Contractor of whether to conduct a video validation.
- d. Upon receipt of such notification, Contractor shall conduct on a business day a sixteen (16) hour video validation (6AM to 10PM). The Contractor shall submit video validation results to the Department as completed for review, but no later than forty-five (45) days after receipt of notification from the Department. Contractor shall not be required to complete more than fifty (50) video validations a month. Contractor agrees to conduct, at its cost, up to seventy-five (75) video validations under this Paragraph 6.5(d).
- e. Based upon video validation results, the Department shall notify Contractor no later than February 15, 2013 of New Designated Sites for installation of Rotational Approaches (Notice to Proceed). Upon receipt of such Notice, Contractor shall proceed forthwith to design and build the Designated Sites for the Rotational Approaches. Reasonable time allowances shall be made to extend the time for design and construction due to events outside Contractor's control, including, but not limited to, weather, issuance of government permits, governmental approvals of installations, the failure of third parties to provide goods or services in a timely manner, or the interference of third parties in the performance of the Agreement. Full documentation, including equipment order dates, plan submissions required for submissions, proof of payment to subcontractors/vendors/utilities and other required documents and other relevant documents, as required by the County, must be provided by Contractor to substantiate any delay that Contractor asserts is beyond its control.
- f. The County and Contractor may mutually agree that the Contractor will build, operate and maintain more than twenty-five (25) Rotational Approaches (the "Additional Rotational

Approaches”). If the Contractor installs an Additional Rotational Approach and the Contract expires more than five (5) years after the installation, the cost for the design, labor and materials (excluding equipment) for the Additional Rotational Approaches shall be borne by the Contractor. If the Contractor installs an Additional Rotational Approach and the Contract expires less than five (5) years after the installation, the cost for the design, labor and materials (excluding equipment) for the Additional Rotational Approach shall be shared by the County and the Contractor on a pro rata basis as follows: (i) the Contractor shall pay a sum equal to 1/60th of the cost of labor for each month from the date of the rotation to the date of the expiration of the Contract; and (ii) the balance shall be payable in the form of an Adjusted Contractor Fee. For purposes of this paragraph, the Adjusted Contractor Fee means an upward adjustment in the Contractor Fee sufficient to pay in full in equal fixed monthly installments by the end of the Term of this Agreement the Contractor’s Unamortized Costs for each Additional Rotational Approach installed as set forth in this paragraph. For purposes of this paragraph, Unamortized Costs means an amount equal to 1/60th of the cost of design, labor and materials (excluding equipment) for each month from the end of the Term of this Agreement to the date of the fifth (5th) annual anniversary date of installation of the Additional Rotational Approach. Installation of the Additional Rotational Approaches shall in all other respects be governed by the terms and conditions set forth in this section 6.5, except that the Contractor shall complete the site surveys and video validations as needed for these Additional Rotational Approaches.

- f. As allowed by the involved agencies, sufficient infrastructure shall remain at a Designated Site from which an Enforcement System is rotated out in order to accommodate a subsequent rotation of an Enforcement System back into the original Designated Site. Such rotations back into an original Designated Site shall be based upon mutual agreement of the parties.
- g. Prior to the activation or deactivation of any Enforcement System for rotation, Contractor shall provide the Department with a procedure and schedule for approval. Each rotation shall require a maximum of one (1) week to complete.

XII. Paragraph 9(a) of Exhibit 1 of the Agreement as amended by Amendment No. Two shall be deleted in its entirety and replaced with the following paragraph:

a. Thirty Days Termination

The County shall have the right to terminate the Agreement without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless Contractor is given at least thirty (30) days’ notice. Upon such termination, County agrees to reimburse Contractor for reasonable, actual unamortized costs of Contractor for the installation of the New Approaches, the Additional New Approaches, the Rotational Approaches, and the Additional Rotational Approaches.

Final Version 11-17-2012

End of Text for Third Amendment

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SUFFOLK COUNTY DEPARTMENT OF LABOR – LIVING WAGE UNIT

**NOTICE OF NON-APPLICABILITY
OF LIVING WAGE LAW**

Living Wage Law, Suffolk County Code, Chapter 347 (2001)

To Be Completed By The Living Wage Unit

DATE: December 14, 2012

TO: Sandra Alfano, S. C. Department of Law

FROM: Brenda Rosenberg, Director

TELEPHONE #: 631 853-3808

EMPLOYER: Xerox State & Local Solutions, Inc.

VENDOR #: 13-1996647

REF: Red Light Enforcement Services

You are hereby notified that the response from Xerox State & Local Solutions, Inc. has been evaluated by the *Living Wage* Unit of the Suffolk County Department of Labor. We find that this employer is not covered by the Suffolk County *Living Wage* Law (Local Law #12-2001), and that the requirements of this law as currently constituted do not constrain this contractor at this time.

Brenda Rosenberg
Director of *Living Wage* Compliance
Suffolk County Department of Labor

SUFFOLK COUNTY DEPARTMENT OF LABOR
NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW
(8 U.S.C. SECTION 1324A)
WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES

VERIFICATION OF SUBMISSION OF LAWFUL HIRING OF EMPLOYEES

Suffolk County Code, Chapter 234 (2006)

To Be Completed By the Local Law Compliance Unit

DATE: December 14, 2012

TO: Sandra Alfano, S. C. Department of Law

FROM: Brenda Rosenberg, Director

TELEPHONE #: 631 853-3808

EMPLOYER: Xerox State & Local Solutions, Inc.

VENDOR #: 13-1996647

REF: Red Light Enforcement Services

You are hereby notified that the submission from Xerox State & Local Solutions, Inc. has been received by the *Lawful Hiring of Employees* Unit of the Suffolk County Department of Labor. We find that this submission is complete and is in compliance with the requirements set forth by the Suffolk County *Lawful Hiring of Employees* Law (Local Law #52-2006).

LHE-3

(01/07)

SUFFOLK COUNTY DEPARTMENT OF LABOR – LABOR MEDIATION UNIT
UNION ORGANIZING CERTIFICATION/DECLARATION – SUBJECT TO AUDIT

If the following definition of "County Contractor" (Union Organizing Law Chapter 466-2) applies to the contractor's/beneficiary's business or transaction with Suffolk County, the contractor/beneficiary must complete Sections I, III, and IV below. If the following definitions do not apply, the contractor/beneficiary must complete Sections II, III and IV below. Completed forms must be submitted to the awarding agency.

County Contractor: "Any employer that receives more than \$50,000 in County funds for supplying goods or services pursuant to a written contract with the County of Suffolk or any of its agencies; pursuant to a Suffolk County grant; pursuant to a Suffolk County program; pursuant to a Suffolk County reimbursement for services provided in any calendar year; or pursuant to a subcontract with any of the above."

Section I The Union Organizing Law applies to this contract. I/we hereby agree to comply with all the provisions of Suffolk County Local Law No. 26-2003, the Suffolk County Union Organizing Law (the law) and, as to goods and/or services that are the subject of the contract with the County of Suffolk shall not use County funds to assist, promote, or deter union organizing (Chapter 466-3 A), nor seek reimbursement from the County for costs incurred to assist, promote, or deter union organizing. (Chapter 466-3 B)

Check if
Applicable



I/we further agree to take all action necessary to ensure that County funds are not used to assist, promote, or deter union organizing. (Chapter 466-3 H)

I/we further agree that I/we will not use County property to hold meetings to assist, promote or deter union organizing. (Chapter 466-3E)

I/we further agree that if any expenditures or costs incurred to assist, promote, or deter union organizing are made,

I/we shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. I/we agree that such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Department of Law upon request. (Chapter 466-3I)

I/we further affirm to the following as to goods and/or services that are the subject of the contract with the County of Suffolk:

- I/we will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
- I/we will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
- I/we will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;
- I/we understand my/our obligation to limit disruptions caused by prerecognition labor disputes through the adoption of nonconfrontational procedures for the resolution of prerecognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
- I/we have or will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely, and quality provision of goods and services to the County. I/we shall include a list of said procedures in such certification.

Section II

Check if
Applicable

The Union Organizing Law does not apply to this contract for the following reason(s):

Section III

Contractor Name: Xerox State & Local Solutions, Inc. Federal Employer ID#: 13-1996647

Contractor Address: 12410 Milestone Center Drive Amount of Assistance: _____

Germantown, MD Vendor #: _____

Contractor Phone #: 301-820-4202

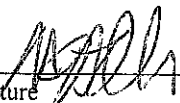
Description of project or service: Turnkey photo red light enforcement services with compensation based on percent of revenue and fines collected.

Section IV

In the event any part of the Union Organizing Law, Chapter 466 of the Laws of Suffolk County, is found by a court of competent jurisdiction to be preempted by federal and/or state law, this certification/declaration shall be void *ab initio*.

Section V

I declare under penalty of perjury under the Laws of the State of New York that the undersigned is authorized to provide this certification and that the above is true and correct.



Authorized Signature

December 3rd, 2012
Date

Mark Talbot, Senior Vice President
Print Name and Title of Authorized Representative

Suffolk County Form 22
Contractor's/Vendor's Public Disclosure Statement

Pursuant to Section A5-7 of the Suffolk County Administrative Code, this Public Disclosure Statement must be completed by all contractors/vendors that have a contract with Suffolk County, **with the exception of hospitals; educational or governmental entities; not-for-profit corporations; and contracts providing foster care, family day care providers, or child protective consulting services, who do not have to fill out this form at all.**


1. Contractor's/Vendor's Name Xerox State & Local Solutions, Inc.
Address 12410 Milestone Center Drive
City and State Germantown, MD Zip Code 20876
2. Contracting Department's Name Suffolk County Purchasing Office
Address 360 Yaphank Avenue, Yaphank, NY 11980
3. Payee Identification or Social Security No. 13-1996647
4. Type of Business Corporation Partnership Sole Proprietorship Other
- 5.a Is contractor/vendor entering into or has contractor/vendor entered into a contract with Suffolk County in excess of \$1,000? Yes No.
- 5.b Has contractor/vendor entered into three or more contracts, including the one for which you are now completing this form, with Suffolk County, any three of which, when combined, exceed \$1,000? Yes No.
6. Table of Organization. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, names and addresses of all partners, and names and addresses of all corporate officers. Conspicuously identify any person in this table of organization who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary.)
See attached list of officers.

7. List all names and addresses of those individual shareholders holding more than five percent (5%) interest in the contractor/vendor. Conspicuously identify any shareholder who is also an officer or an employee of Suffolk County. (Attach additional sheet if necessary).
Xerox Business Services, LLC owns 100% of Xerox State & Local Solutions, Inc.
No officers have an ownership interest in Xerox State & Local Solutions, Inc.

8. Does contractor/vendor derive 50% or more of its total revenues from its contractual or vendor relationship with Suffolk County? Yes No.

9. If you answered yes to 8 above, you must submit with this disclosure statement, a complete financial statement listing all assets and liabilities as well as a profit and loss statement. These statements must be certified by a Certified Public Accountant. (Strike this out if not applicable.)
10. The undersigned shall include this Contractor's/Vendor's Public Disclosure Statement with the contract. (Describe general nature of the contract.) Turnkey photo red light enforcement services with compensation based on percent of revenue and fines collected.
11. **Remedies.** The failure to file a verified public disclosure statement as required under local law shall constitute a material breach of contract. Suffolk County may resort, use or employ any remedies contained in Article II of the Uniform Commercial Code of the State of New York. In addition to all legal remedies, Suffolk County shall be entitled, upon a determination that a breach has occurred, to damages equal to fifteen percent (15%) of the amount of the contract.
12. **Verification.** This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: December 3rd, 2012
 Printed Name of Signer:
 Title of Signer:
 Name of Contractor/Vendor:

Signed: 
 Mark Talbot
 Senior Vice President
 Xerox State & Local Solutions, Inc.

UNIFORM CERTIFICATE OF ACKNOWLEDGMENT
 (Within New York State)

STATE OF NEW YORK)
 COUNTY OF _____) ss.:

On the ____ day of _____ in the year ____ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

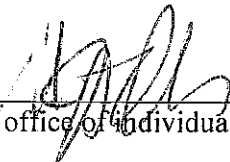
 (Signature and office of individual taking acknowledgement)

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF Maryland)
)ss.:
COUNTY OF Frederick)

On the 3rd day of December in the year 2012 before me, the undersigned, personally appeared Mark Talbot personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in Germantown, Maryland.

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)



(Signature and office of individual taking acknowledgement)

Rebecca A Finkelman

REBECCA A FINKELMAN
Notary Public-Maryland
Frederick County
My Commission Expires
June 30, 2014

LOCAL LAW 25 AS AMENDED

PURSUANT TO LOCAL LAW NO. 25-1990, AS AMENDED, THE FOLLOWING ITEMS ARE TO BE COMPLETED BY ALL CONTRACTORS.

Reference: LOCAL LAW 14-1976
 LOCAL LAW 6-1979
 LOCAL LAW 28-1993
 LOCAL LAW 28-2004


1. The entity signing this document acknowledges that they have read and are familiar with the provisions of Local Law 25-1990 as amended.
2. Do you possess a record of felony conviction(s) within the ten years preceding the date of submission of the bid involving the offense(s) of extortion, coercion, bribery, theft, fraud, violence (specifically relating to business, labor or commerce) sabotage, collusive bidding/bid rigging, combination in restraint of trade, conspiracy and/or attempts of any of these offenses?
 ___ Yes X No
3. Has your firm/corporation, association, partnership, institution, joint venture, or joint stock association been convicted of any of the offenses listed in question 2 above within the ten years preceding the date of the bid on this municipal project or contract?
 ___ Yes X No
4. If a corporation, are there any shareholders owning over 5% of the outstanding shares of the corporation, or officers of the corporation who have been convicted of a felony criminal conviction(s) within the ten years preceding the date of submission of the bid involving any of the offense(s) listed in question 2 above?
 ___ Yes X No
5. Does any relative within the third degree of consanguinity of an officer of the firm/corporation or of a shareholder owning over 5% of the outstanding shares of the corporation possess a record of a felony conviction within the ten years preceding the date of submission of this bid involving any of the offenses listed above in question 2 above? ___ Yes ___ No Please see Attachment 1.

If the response to any question is yes, state the offense, date of conviction and court of conviction.

OFFENSE	DATE OF CONVICTION	COURT

6. If the answer to any of the questions above is yes you will be determined to be a "non-responsible bidder", except as permitted by Local Law 25-1990 as amended.
7. Any contract entered into in violation of this law shall be null and void ab initio and any entity entering into such agreement shall not be entitled to any compensation pursuant to said agreement.
8. Any intentional or knowing misrepresentation made pursuant to the requirements of Local Law 25-1990 as amended shall constitute an unclassified misdemeanor, and the person making such intentional or knowing misrepresentation shall be subject to punishment of a fine of \$1,000 and/or up to one year of imprisonment and shall be barred from bidding on future County contracts. Each such violation shall constitute a separate and distinct offense.

Verification. This section must be signed by an officer or principal of the contractor/vendor authorized to sign for the company for the purpose of executing contracts. The undersigned being sworn, affirms under the penalties of perjury, that he/she has read and understood the foregoing statements and that they are, to his/her own knowledge, true.

Dated: November 29, 2012 Signed: 
Printed Name of Signer: Mark Talbot
Title of Signer: Senior Vice President
Name of Contractor/Vendor: Xerox State & Local Solutions, Inc.

UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Within New York State)

STATE OF NEW YORK)
COUNTY OF) ss.:

On the ___ day of _____ in the year 200_ before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

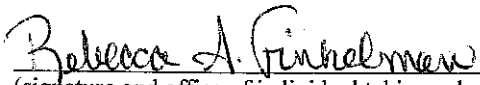
(signature and office of individual taking acknowledgement)

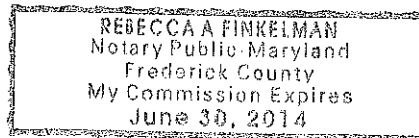
UNIFORM CERTIFICATE OF ACKNOWLEDGEMENT
(Without New York State)

STATE OF Maryland)
)ss.:
COUNTY OF Frederick)

On the 29th day of November 2012 in the year 200- before me, the undersigned, personally appeared Mark Talbot personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual(s) made such appearance before the undersigned in Germantown, Maryland.

(Insert the city or other political subdivision and the state or country or other place the acknowledgement was taken)


(signature and office of individual taking acknowledgement)



AFFIDAVIT OF COMPLIANCE
WITH THE REQUIREMENTS OF
THE E-VERIFY PROGRAM
DEPARTMENT OF PUBLIC WORKS

State of ~~New York~~ MARYLAND

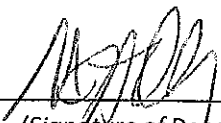
County of Suffolk ~~FREDERICK~~

Mark Talbot, being duly sworn, deposes and says:
(Print Name of Deponent)

I am the owner/authorized representative of Xerox State & Local Solutions, Inc.
(Circle one) (Name of Corp., Business, Company)
(hereinafter the "Contractor").


I certify that the Contractor has enrolled, and is in compliance with the E-Verify Program Requirements and further confirm, in good faith, that the Contractor shall comply with E-Verify Program Requirements and the County of Suffolk's E-Verify procedures.

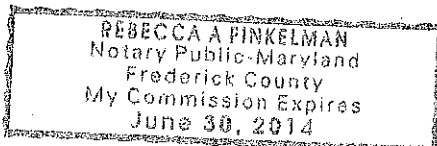
False statements made herein are punishable as a Class A misdemeanor pursuant to section 210.45 of the Penal Law.


(Signature of Deponent)

Sworn to before me this 3rd day

of December, 2012


(Notary Public)



Directors and Officers of
Xerox State Local Solutions, Inc.

Name	Title
David A. Amortieil	Executive Vice President
Troy R. Anderson	Vice President
Hubert P. Auburn	Vice President
Richard J. Bastan Steve Beer	Vice President
Nicholas Bevilacqua	Assistant Secretary
Glen Scott Bienacker	Vice President
David H. Bywater	President
Rich Castranova	Vice President
Michael Cerone	Vice President
Nancy Collins	Senior Vice President
David P. Cummins	Senior Vice President
Tom Davies	Senior Vice President
Michael M. Davis	Vice President
Paul R. Dorin	Vice President - Finance
Michael Festa	Vice President - Licensing
Trudy D. Fountain-James	Vice President, Assistant Secretary
Stephanie Grossman	Vice President
Kevin Hagan	Vice President
Randy G. Hale	Vice President
Michael L. Moore	Vice President
Donald Hubicki	Vice President
David R. Jarrett, Jr.	Vice President - Real Estate
Eric Jean	Vice President
Alan R. Jolly	Vice President
Zahoor A. Karamally	Vice President
Jeremy Katz	Vice President
Kevin R. Kyser	Vice President
Michael Langenohl	Vice President
John A. London	Vice President
Luis Madariaga	Vice President
David N. Mahony	Director, Treasurer, Vice President
Mark Mayo	Vice President
Tim McGinn	Chief Financial Officer
J. Michael Peffer	Senior Vice President
John Polk	Vice President
John F. Rivera	Director, Vice President, Secretary
Richard J. Russin	Vice President
Will F. Saunders	Assistant Treasurer
Nancy A. Schnepf	Senior Vice President, Assistant Secretary
	Senior Vice President
	Vice President

Directors and Officers of
Xerox State Local Solutions, Inc.

Name

Stacey Sellers
Allen Shutt
David A. Splitt
Mark J. Talbot
William Thurman
Craig Venet
Nancy P. Vineyard
Paul R. Webber, IV
Darin Wright
David Wright

Title

Vice President
Senior Vice President
Senior Vice President
Senior Vice President
Vice President
Vice President
Vice President
Assistant Secretary
Vice President
Senior Vice President

Attachment 1

Xerox State & Local Solutions, Inc. does not track or solicit this type of information regarding the relatives of corporate officers. All material legal issues regarding our corporate officers are disclosed in the filings submitted to the US Securities and Exchange Commission by our ultimate corporate parent, Xerox Corporation.



*Xerox Confidential and Proprietary
The contents of this proposal are subject to the disclosure
statement on the title page of this proposal.*

