

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201**

**NOTICE OF AWARD OF CONTRACT**

Xerox State and Local Solutions, Inc. 8260 Willow Oaks Corporate Drive Sixth Floor Fairfax, VA 22031	DATE ISSUED:	01/01/2016
	CONTRACT NO:	674-15
	CONTRACT TITLE:	Parking Enforcement System (including maintenance and support of hardware and software)

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**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER.  
NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY  
PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

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This contract term covered by this contract is effective **IMMEDIATELY** and expires on **April 6, 2021**. Upon satisfactory performance by the Contractor, the County may, through issuance of a Notice of Renewal, authorize continued operations of the Contractor for not more than **five (5)** additional twelve (12) month periods ("Subsequent Terms").

CONTRACT PRICING:

**See Exhibit B Fee Schedule and Summary**

ATTACHMENTS:

**Agreement 674 – 15**

**Exhibit A: Statement of Work**

**Exhibit B: Fee Schedule and Summary**

**Exhibit C: Functional Requirements**

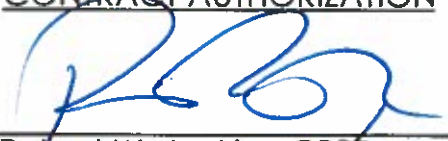
**Exhibit D: Non-Functional/Technical Requirements**

EMPLOYEES NOT TO BENEFIT:

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.**

VENDOR CONTACT: Karen Tate Michele McCarthy Jeff Frank	PHONE:	Karen Tate: 202-276-6088 Michele McCarthy: 508-816-4772 Jeff Frank: 202-486-3104
	EMAIL:	Karen.tate@xerox.com Michele.mccarthy@xerox.com Jeff.frank@xerox.com
COUNTY CONTACT: Suzanne Straus	PHONE:	703-228-3207
	EMAIL:	sstraus@arlingtonva.us

CONTRACT AUTHORIZATION

  
Robert W. Jenkins, CPPB  
Assistant Purchasing Agent

01/05/16  
Date

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**AGREEMENT NO. 674-15**

THIS AGREEMENT is made, on the date of execution by the County, between Xerox State and Local Solutions, Inc. ("Contractor") a Maryland Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of:

This Agreement,  
Exhibit A – Scope of Work  
Exhibit B – Fee Schedule and Summary  
Exhibit C – Functional Requirements  
Exhibit D – Non-Functional Requirements  
Exhibit E – County Nondisclosure and Data Security Agreement

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the "Contract" or the "Agreement."

**2. SCOPE OF WORK**

The Contractor agrees to perform the services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to implement a parking enforcement system, including maintenance and support of the hardware and software. The Contract Documents set forth the minimum work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work further defined in Exhibit A.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency requesting the work under this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its work pursuant to the Contract Documents.

**4. CONTRACT TERM**

The term of this Agreement will commence upon execution of the Contract by the County and shall be completed no later than five years plus ninety-five days from the commencement date ("Initial Term Upon satisfactory performance by the Contractor, the County may, through issuance of a Notice of Award, authorize continued operations of the Contractor for not more than five (5) additional twelve (12) month periods ("Subsequent Term").

#### **5. CONTRACT AMOUNT**

The County will pay the Contractor in accordance with the terms of the Payment paragraph below, and Exhibit B – Pricing for the Contractor's completion of the Work described and required in the Contract Documents. The Contractor agrees that it shall complete the Work for the total amount specified in this section ("Contract Amount") unless such amount is modified as provided in this Agreement. The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by the County and the Contractor, and a County Purchase Order is issued covering the expected cost of such services.

#### **6. PRICE ADJUSTMENTS**

The Contract unit price(s) shall remain firm throughout the first three (3) years of the Initial Term. Pricing adjustments after year three will follow the payment schedule set forth in Exhibit B.

#### **7. PAYMENT**

The Contractor will be paid monthly upon its submission of a complete invoice, satisfactory to the Project Officer that meets the requirements of this section and other applicable provisions of the Contract. Within ten (10) days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total number of tickets issued during the preceding month. The Project Officer shall either approve the invoice or require corrections. The County will pay the Contractor within thirty (30) days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer.

#### **8. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b) Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

#### **9. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia.

In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **10. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **11. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of this Contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d) The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- e) The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

#### **12. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, 1950, as amended, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as that term is defined in the federal Immigration Reform and Control Act of 1986.

#### **13. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **14. SOFTWARE LICENSE TERMS**

Any software license to be executed by the County with the Contractor shall contain the following terms:

##### **A. LICENSE GRANT**

In connection with the transfer of possession of the software package provided pursuant to this Contract, the Contractor hereby grants to Arlington County a non-exclusive license to use the software program(s) (Software) and user manuals, technical manuals, and other information (Documentation) for the software package during the Contract Term.

##### **B. OWNERSHIP**

The Contractor will provide the County with a software license, but title to the Software and Documentation, all copies thereof and all rights therein, including all rights in patents, copyrights, and trade secrets applicable thereto, shall remain vested in the Contractor, regardless of the form or media in or on which the original and other copies of the Software and Documentation may subsequently exist. Nothing contained herein shall be deemed to convey any title or ownership interest in the program module(s), Software or Documentation to the County.

The County agrees not to disclose, transfer, provide or otherwise make available in any form, except as otherwise provided in the Contract Documents, the software package or any portion thereof, to any person other than employees of the County without the prior written consent of the Contractor, and any such disclosure or transfer shall be consistent with the use in a single-user computer system.

The County agrees not to reverse compile or disassemble the Software.

The County agrees that it will not, in any form, export, re-export, resell, ship, or divert or cause to be exported, re-exported, resold, shipped, or diverted, directly or indirectly, the Software and Documentation or any direct product thereof without first obtaining the requisite license or approval from the Contractor.

##### **C. COPYING RIGHTS**

The County may make copies of the Software and Documentation, as required for backup or modification purposes in support of its use of the Software and Documentation, but the County must include existing copyright notices on any such copies, or modifications. Such notice(s) may appear in several forms, including machine-readable form, and the County agrees to reproduce such notices(s) in each form in which it appears, to the extent it is physically possible to do so.

##### **D. TERM**

The term of this license agreement is for the duration of the Agreement. The Contractor may terminate this license if the County is in default of any of the terms and conditions of this Agreement, and termination is effective if the County fails to correct such default within thirty (30) days after written notice thereof by the Contractor.

#### **E. SOFTWARE WARRANTY AND MAINTENANCE**

The Contractor warrants that the software will conform to the requirements and specifications as set forth herein. The Contractor warrants the operation of all Software for the term of this Contract and will provide all revisions, updates, upgrades, and minor releases to both the Software and supporting Documentation during that warranty term as long as this Contract remains effective.

#### **15. HARDWARE WARRANTY AND MAINTENANCE**

The Contractor represents and warrants that all goods provided by it to the County pursuant to this Contract, will be new, free from defects in material and workmanship, and will conform to, and comply, function, and perform in accordance with the requirements and specifications, and that the Contractor will make all necessary adjustments, repairs, and replacements to maintain all goods in such condition during the term of the applicable warranty, in accordance with the terms and conditions hereof. The Contractor further warrants that each product furnished pursuant to this Contract will perform such general and specific operations and have such general and specific characteristics as described and claimed for them in any of the Contractor's published literature, descriptions, and specifications whether or not such literature, descriptions, and specifications are included or referenced by a purchase order or this Contract.

All warranties shall survive inspection, acceptance, and payment, as long as this Contract remains in effect, and the County is current in its payments for on-going support services.

The County may, without notice to the Contractor, and at the County's sole option, connect to the hardware purchased pursuant to this Contract any equipment manufactured or supplied by others including, but not limited to, peripheral equipment, other computers, communications equipment, terminal devices, and the like, provided there is a standard, industry-established Ethernet or RS232 interface available. The Contractor shall promptly disclose upon the County's request, subject to confidentiality, trade secret and non-competition agreements, the technical specifications for any given interface point of the parking enforcement system. The County shall accurately and fully advise the Contractor, in writing, at least thirty (30) days before the County intends to connect either a new class of hardware or any hardware that will be directly connected to the CPU, and the Contractor shall have the right to inspect, at its own cost, the specifications and installation of any such new equipment.

XEROX MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS. FURTHER, XEROX EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM OR ANY IMPROVEMENTS WILL BE USABLE BY LICENSEE IF THE COMPONENT SYSTEM HAS BEEN MODIFIED BY ANYONE OTHER THAN XEROX, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.

#### **16. PROJECT STAFF**

The County will, throughout the Initial Contract Term and any Subsequent Contract Term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors pursuant to this section, the Contractor must provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

#### **17. BACKGROUND CHECK**

Any Contractor employee or subcontractor assigned by the Contractor to work under this Agreement at the County's site or remotely as determined by the County Project officer, shall be subject to a County standard background check, including fingerprinting by the County Sheriff's Office and a credit check. Permission

to work onsite or remotely shall be contingent on an outcome of the background check acceptable to the County.

**18. SUPERVISION BY CONTRACTOR**

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

**19. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

The Contract shall remain in force for the Initial Contract Term or any Subsequent Contract Term(s) and until the County determines that all of the following requirements and conditions have been satisfactorily met: the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents, including warranty and guarantee periods. However, the County shall have the right to terminate this Contract sooner if the Contractor is in breach or default or has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

If the County determines that the Contractor has failed to perform satisfactorily or otherwise breached the Contract, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure such failure(s) within at least fifteen (15) days before termination of the Contract takes effect ("Cure Period"). If the Contractor fails to cure within the Cure Period or as otherwise specified in the notice, the Contract may be terminated for the Contractor's failure to provide satisfactory Contract performance. Upon such termination, the Contractor may apply for compensation for Contract services satisfactorily performed by the Contractor, allocable to the Contract and accepted by the County prior to such termination unless otherwise barred by the Contract ("Termination Costs"). In order to be considered, such request for Termination Costs, with all supporting documentation, must be submitted to the County Project Officer within fifteen (15) days after the expiration of the Cure Period. The County may accept or reject, in whole or in part, the application for Termination Costs and notify the Contractor of same within a reasonable time thereafter.

Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination, including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Work or the cost of repairing or correcting any unsatisfactory or non-compliant work performed or provided by the Contractor or its subcontractors. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County. Additionally, and notwithstanding any provision in this Contract to the contrary, the Contractor is liable to the County, and the County shall be entitled to recover, all damages to which the County is entitled by this Contract or by law, including, and without limitation, direct damages replacement costs, refund of all sums paid by the County to the Contractor under the Contract and attorney fees and costs incurred by the County to enforce any provision of this Contract.

Except as otherwise directed by the County in the notice, the Contractor shall stop work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims. Any purchases after the date of termination contained in the notice shall be the sole responsibility of the Contractor.



In the event any termination for cause, default, or breach shall be found to be improper or invalid by any court of competent jurisdiction then such termination shall be deemed to have been a termination for convenience.

## **20. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the County's Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination and any other reasonable termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all designated work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

## **21. INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards, and commissions (collectively the "County" for purposes of this section) from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, resulting from or arising out of the Contractor's negligent acts or omissions, including the negligent acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the work called for by the Contract Documents.

This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

## **22. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that no intellectual property rights (including copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor shall pay all copyright, patent or other royalties, if any, in respect of the use of the software or System. The Contractor shall defend, at its expense, any action or claim brought against the County to the extent that the action or claim is based on a claim that the manufacture, sale, operation or use of the Equipment or Licensed Software (or any part thereof) infringes any third party's U.S. patent rights or breaches any third party's U.S. copyright or industrial property rights and the Contractor shall pay any and all costs (including but not limited to fines, penalties, license fees, court costs, attorney's fees and any costs or fees to the United States Patent and Trademark Office) and damages payable by the County in respect

of any such action. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after notice by the County, the Contractor fails to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse the County for any and all expenses, including but not limited to, reasonable attorneys fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by the County and failure to do so may result in such amounts being withheld from any amounts due to the Contractor under this Contract.

In addition, and without obviating the Contractor's responsibilities set forth above, if the Equipment or Software (or any part thereof) becomes or in the Contractor's opinion is likely to become the subject of a claim based on an alleged infringement or breach as aforesaid, Contractor may, at its expense and option, with prior written notice of agreement by the County, do one of the following:

- A. modify the System so that there is no longer any infringement or breach without adversely affecting the functional capabilities of the System;
- B. procure for the County the right to continue to use the System;
- C. substitute for the relevant Equipment or Licensed Software other equipment or software having a capability equivalent to the replaced Equipment or Licensed Software at no further expense to the County.

The Contractor shall have no liability respecting any claim of infringement or breach as aforesaid based entirely upon the combination, operation or use of the Equipment or Licensed Software with equipment, software, apparatus, devices or items not supplied by the Contractor and in a manner not substantially consistent with the Contractor's specifications and instructions.

### **23. OWNERSHIP AND RETURN OF RECORDS**

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose the County's data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are the exclusive property of the County ("Record" or "Records"), and all such Records shall be provided to and/or returned to County within 15 days of County request upon completion, termination, or cancellation of this Contract. County Records shall be provided to the County in electronic file formats and County data will further be provided in a delimited file format. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of the County. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract.

No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

#### **24. DATA SECURITY AND PROTECTION**

The Contractor shall hold County Information in the strictest confidence and comply with all applicable County security and network resources policies as well as all local, state and federal laws or regulatory requirements concerning data privacy and security. The Contractor shall develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted County Information received from, created or maintained on behalf of the County and strictly control access to County Information. For purposes of this provision, and as more fully described in this Contract and the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" (also referred to as "County Data" or "data") includes, but is not limited to, electronic information, documents, data, images, and records including, but not limited to, financial records, personally identifiable information, Personal Health Information (PHI), personnel, educational, voting, registration, tax or assessment records, information related to public safety, County networked resources, and County databases, software and security measures which is created, maintained, transmitted or accessed to perform the work under this Contract.

- A. **County's Non-Disclosure and Data Security Agreement (NDA).** The Contractor shall require that an authorized Contractor designee, and all key employees, agents or subcontractors working on-site at County facilities or otherwise performing non-incidental work under this Contract, sign the NDA (attached as an Exhibit hereto) prior to performing any work or permitting access to County networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to the County Project Officer upon request.
- B. **Use of Data.** The Contractor shall ensure that the use, distribution, disclosure or access ("use") to County Information and County networked resources shall not occur in an unauthorized manner. Use of County Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of County Information and any non-compliance with this DATA SECURITY AND PROTECTION provision or any NDA.
- C. **Data Protection.** The Contractor agrees that it will protect the County's Information according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by the County, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- D. **Data Sharing.** Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclosure, sell or grant access to County Information to any third party without the express written authorization of the County's Chief Information Security Officer or designee.
- E. **Security Requirements.** The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store County Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store County Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the County's Chief Information Security Officer or designee, the downloading of County information onto laptops

or other portable storage medium is prohibited without the express written authorization of the County's Chief Information Security Officer or designee.

- F. **Data Protection Upon Conclusion of Contract.** Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all County Information to the County unless the County requests that such data be destroyed. This provision shall also apply to all County Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) days after the conclusion of this Agreement and shall certify completion of this task, in writing, to the County Project Officer.
- G. **Notification of Security Incidents.** The Contractor agrees to notify the County Chief Information Officer and County Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of County Information.
- H. **Subcontractors.** To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing County Information and a copy of their disaster recovery plan/s.

## **25. VIRGINIA FREEDOM OF INFORMATION ACT**

The parties understand and agree that the County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 et. seq, the Virginia Freedom of Information Act ("VFOIA"). All public records in the County's custody, possession or control shall be open to the public for inspection and copying to the extent such disclosure is required by law. Certain exemptions or exclusions may apply but it is the Contractor's obligation to assert any applicable VFOIA exclusions or exemption, to the satisfaction of the County Project officer, within the statutory deadlines. Thereafter it is the obligation of the Contractor to defend and indemnify the County from any claim or suit that may arise as a result of the withholding of records. The County Project Officer shall make available to the Contractor any VFOIA request in which the Project Officer reasonably believes the Contractor may have an interest in.

## **26. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer was made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

## **27. COUNTY EMPLOYEES**

No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

## **28. FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

The County shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, or an act of God beyond control of the County that make performance impossible or illegal, unless otherwise specified in the Contract.

#### **29. AUTHORITY TO TRANSACT BUSINESS**

The Contractor shall pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of the County.

#### **30. RELATION TO COUNTY**

The Contractor is an independent contractor and neither the Contractor nor its employees or subcontractors will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, the County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by the County for its employees.

#### **31. ANTITRUST**

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under this Contract.

#### **32. REPORT STANDARDS**

Reports or written material prepared by the Contractor in response to the requirements of this Contract or a request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to the County, the Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

#### **33. AUDIT**

Upon request, the Contractor will provide to the County the audit report publicly filed by the Contractor's independent audit firm when it is available after the close of the Contractor's fiscal year.

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must reimburse the County for the overcharges and for the reasonable costs of the County's examination; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects. For purposes of this section, the books, records and other documents related to this Contract shall consist of those which are specifically relevant to the delivery of services required under this Agreement and exclude proprietary and confidential financial records of the Contractor that contain cost or expense related information including, but not limited to, labor expenses, depreciation scheduled and service delivery costs.

**34. ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this Contract, without the prior written consent of the County.

**35. AMENDMENTS**

This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Notwithstanding any provision to the contrary herein, no provision of the Arlington County Purchasing Resolution or any applicable County policy is waived in whole or in part.

**37. DISPUTE RESOLUTION**

All disputes arising under this Agreement, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted to the Project Officer for decision at the time of the occurrence or beginning of the work upon which the claim is based, whichever occurs first. Any such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than sixty (60) days after final payment. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Arlington County Purchasing Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, which is incorporated herein by reference. A copy of the Arlington County Purchasing Resolution is available upon request from the Office of the Purchasing Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, County Manager, County Board, or a court.

**38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work

under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**39. ARBITRATION**

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

**40. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

**41. NO WAIVER**

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

**42. SEVERABILITY**

The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

**43. NO WAIVER OF SOVEREIGN IMMUNITY**

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by the County pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

**44. SURVIVAL OF TERMS**

In addition to any numbered section in this Agreement which specifically state that the term or paragraph survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP AND RETURN OF RECORDS; AUDIT; INTELLECTUAL PROPERTY INDEMNIFICATION; WARRANTY; CONFIDENTIAL INFORMATION AND DATA SECURITY.

**45. HEADINGS**

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or a limitation on the scope of the particular section to which the heading precedes.

**46. AMBIGUITIES**

Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**47. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Contracts,  
Xerox State & Local Solutions, Inc.  
8260 Willow Oaks Corporate Drive, 6<sup>th</sup> Fl.  
Fairfax, VA 22031

TO THE COUNTY:

\_\_\_\_\_, Project Officer  
\_\_\_\_\_  
\_\_\_\_\_

AND

Robert W. Jenkins., Assistant Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**48. NON-DISCRIMINATION NOTICE**

Arlington County does not discriminate against faith-based organizations.

**49. INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a standard ACORD form type Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides, and acceptable to the County. The minimum insurance coverage shall be:

- a) Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of \$100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b) Commercial General Liability - \$1,000,000 combined single limit coverage with \$2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.
- c) Business Automobile Liability - \$1,000,000 Combined Single Limit (Owned, non-owned and hired).
- d) Additional Insured - Arlington County, and its officers, elected and appointed officials, employees, and contract-related agents shall be included as an additional insureds for claims caused by the negligent acts or omissions of Contractor on the Commercial General Liability insurance;; and evidence of the Additional Insured wording shall be typed on the certificate. Such additional insured requirement may be met through a blanket additional insured basis.
- e) Cancellation - If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. It is the Contractor's responsibility to notify the County upon receipt of a notice indicating that the policy will not be renewed or will be materially changed. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be renewed or replaced with another policy consistent with the terms of this Contract, and the County notified of the replacement, in such a manner that there is no lapse in coverage. Not having the required insurance throughout the Contract Term is grounds for material breach and termination.
- f) Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Contract, until the applicable statute of limitations has expired.



g) **Contract Identification** - The insurance certificate shall state this Contract's number and title.

The Contractor shall be responsible for any deductible or self insurance component applicable to the General Liability, Automobile Liability, Intellectual Property or any other policies required herein, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this Contract insurance in the same form and manner as specified for the Contractor at subcontractor's expense. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon request by the County.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self-insurance for all or any part of the insurance required.

#### **50. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, INDEMNIFICATION, TORT, NEGLIGENCE, OR OTHER CAUSE OF ACTION. THE PARTIES AGREE THAT THIS LIMITATION SHALL APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES OR IF, UNDER APPLICABLE LAW, NON-DIRECT DAMAGES ARE CONSIDERED TO BE DIRECT DAMAGES.

EXCEPT FOR AMOUNTS EXPRESSLY DUE AND PAYABLE TO PROPOSER UNDER THIS CONTRACT, IN NO EVENT SHALL EITHER PARTY TO THIS CONTRACT BE LIABLE TO THE OTHER PARTY FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THREE HUNDRED THOUSAND DOLLARS (\$300,000). NONE OF THE LIMITATIONS CONTAINED HEREIN WILL APPLY TO CLAIMS BROUGHT PURSUANT TO SECTION 22 (INTELLECTUAL PROPERTY INDEMNIFICATION) OR TO CLAIMS OF PERSONAL INJURY OF DEATH.

#### **51. ACCESSIBILITY OF WEB SITE**

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other third party websites, the Contractor shall perform such work in compliance with the Americans with Disabilities Act of 1990 (ADA).

#### **52. ADA COMPLIANCE**

Compliance with the Americans with Disabilities Act of 1990 (ADA) shall be the sole responsibility of the Contractor. The Contractor shall defend and hold the County harmless from any expense or liability arising from the Contractor's non-compliance therewith. The Contractor's responsibilities related to ADA compliance shall include, but not be limited to, the following:

- a. **Access to Programs, Services and/or Facilities:** The Contractor shall ensure its programs; services and facilities are accessible to persons with disabilities. If a particular facility or program is not accessible, the Contractor shall provide equivalent services in an accessible alternate location or manner to ensure that persons with disabilities are not denied access to services.
- b. **Effective Communication:** The Contractor, upon request, shall provide appropriate aids and services to facilitate effective communication with qualified persons with disabilities so that such persons can participate equally in the Contractor's programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and

communications accessible to people who have speech, hearing, or vision impairments, as required by the ADA.

- c. Modifications to Policies and Procedures: The Contractor shall make the necessary modifications to its policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy the Contractor's programs, services, and activities, as may be required by the ADA. For example, individuals with service animals are welcomed in the Contractor's offices or facilities, even where pets are generally prohibited.
- d. The Contractor shall not place a surcharge on a person with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- e. Employment: The Contractor shall not discriminate on the basis of disability in its hiring or employment practices.
- f. Responding to inquiries from the U.S. Department of Labor.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

AUTHORIZED  
SIGNATURE: 

NAME: MICHAEL E. BEVIS  
TITLE: ASST. PURCHASING AGENT

DATE: 01/01/16

XEROX STATE & LOCAL SOLUTIONS, INC.

AUTHORIZED  
SIGNATURE: 

NAME AND  
TITLE: Brett A. Peze, Vice President

DATE: 12/30/15

AGREEMENT NO. 674-15  
EXHIBIT E

NONDISCLOSURE AND DATA SECURITY AGREEMENT  
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Xerox (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter "information") confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 674-15 (the "Project" or "County Agreement" as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as "information" or "County information").

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter "his") Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as "information" or "County information").

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor's work site or the County's physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor's security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this Nondisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this Nondisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.

At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature:



Printed Name and Title:

Brett A. Peze, Vice President

Date:

12/30/15

<b>Exhibit B: Fee Schedule and Summary</b>	
<b>Description</b>	<b>Pricing Model*</b>
Contract Year 1 (First 12 months after Go-Live)	\$23,900/mo + \$0.75/issued ticket above 10,415 tickets each month and including up to 50 hours customization**
Contract Year 2	\$23,900/mo + \$0.75/issued ticket above 10,415 tickets each month and including up to 50 hours customization
Contract Year 3	\$23,900/mo + \$0.75/issued ticket above 10,415 tickets each month and including up to 50 hours customization
Contract Year 4	(\$23,900/mo + \$0.75/issued ticket above 10,415 tickets each month)* 3% or CPI-U*** whichever is lower at the time and including up to 50 hours customization
Contract Year 5	Contract Year 4 Pricing Model* 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
<b>If renewal option is exercised, Xerox will replace all handhelds and the following pricing would be in place.</b>	
Contract Year 6	Contract Year 5 Pricing Model * 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
Contract Year 7	Contract Year 6 Pricing Model * 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
Contract Year 8	Contract Year 7 Pricing Model * 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
Contract Year 9	Contract Year 8 Pricing Model * 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
Contract Year 10	Contract Year 9 Pricing Model * 3% or CPI-U whichever is lower at the time and including up to 50 hours customization
*Price adjustment (beginning in Contract Year 4) will only be requested if it results in a price increase.	
**Customization requiring more than the included 50 hours annually will be performed at a fixed rate of \$150/hr.	
***CPI-U is defined as the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas	

## EXHIBIT A: STATEMENT OF WORK

### Contents

1. General Requirements
2. Scope of Work, Implementation Deliverables and Post-Deployment Support and Maintenance
3. Contractor Roles and Key Personnel
4. Schedule
5. Escalation Procedure
6. County Provided Items
7. County Governance

#### 1. General Requirements

The Contractor shall provide a hosted parking enforcement system ("System") that meets the functional and non-functional/technical requirements as set forth in Exhibits C and D and also meets the following requirements.

- 1.1 Configurability: Allow changes in functionality for issuing, assessing fees, fines and penalties and initiating a court hearing.
- 1.2 Automation: Automate processing to ensure data quality and accurate and timely output of and access to information to internal and external customers.
- 1.3 Integration: Consolidate and/or replace functions of existing non-integrated databases, spreadsheets, reports and other tools providing for accurate citation issuance and processing.
- 1.4 Resources: Require no additional staff resources other than those supporting the existing system.
- 1.5 Capability Replacement: Replace current business processes with no loss of functionality and minimum impact to customers.
- 1.6 Improve overall customer experience by improving external customer call hold and response times and providing more efficient appeals support.
- 1.7 Empower County staff with better tools to do their jobs at the office and in the field.
- 1.8 Provide a commercial off the shelf (COTS) product that evolves with technology innovations, and provides the ability to easily implement upgrades and/or add additional modules as business requirements and technology change.

#### 2. Scope of Work, Implementation Deliverables, Post-Deployment Support and Maintenance and Equipment Provision

##### 2.1 Scope of Work

The Contractor perform specified implementation and support for a parking enforcement System, including but not limited to project management, configuration, customization (where necessary), data conversion, system interfaces, testing, training, implementation and post-implementation maintenance and support.

The high level functionality the System shall perform includes:

- 2.1.1 Contractor supplied and supported wireless-enabled field devices to issue and print parking citations;
- 2.1.2 Contractor-hosted parking enforcement software system for processing issued citations;
- 2.1.3 Constituent and County staff web interfaces;
- 2.1.4 Reporting and analysis tools to address the County's current needs that are flexible and intuitive to allow new reports and analyses to be developed as needed;

- 2.1.5 Contractor-staffed customer support desk for the sending, receiving and processing of citation appeal requests; and
- 2.1.6 Contractor-staffed customer helpdesk for all citation and System related questions from County staff and customers.

## 2.2 Implementation Deliverables

The Contractor shall submit a report accompanying the deliverable that describes the work completed and how it meets the acceptance criteria for the deliverable. The County Project Officer will review and approve/decline deliverables within 10 business days of receipt. The Contractor shall, within 5 business days of receipt of a decline from the County Project Officer, produce a plan for resolving any declined deliverables, including a proposed schedule. All implementation deliverables must be approved by the County Project Officer prior to System go-live.

### 2.2.1 Requirements Documentation

The Contractor will analyze business processes and workflows, functional and non-functional requirements and propose the optimal System configuration to meet the County's needs. The Contractor will identify which requirements are met with standard functionality and which require business process change or customization.

#### 2.2.1.1 Requirements Traceability Matrix [Due Day 38 from Contract Effective Date]

The Requirements Traceability Matrix must identify all County functional and non-functional requirements and define the Contractor's specific solution for meeting the requirement. The Requirements Traceability Matrix must be updated during testing planning to map requirements to testing scenarios and also updated to reflect business process changes and/or customizations identified and approved in the Gap Analysis Report.

*Acceptance Criteria:* The Requirements Traceability Matrix must reflect functional and non-functional requirements based on those documented in Exhibits C and D, input from the Contractor and also requirements analysis meetings with the County. The Requirements Traceability Matrix must accurately and clearly describe how each requirement will be by the Contractor. Requirements that will be met by Contractor staff must include how and when the work will be completed and anything needed from the County. Requirements met by System functionality must be described such that a County user can follow the description to perform the required action in the System. The Requirements Traceability Matrix must be updated to indicate which test scenario will encompass each requirement and to reflect the findings of the Gap Analysis Report.

#### 2.2.1.2 Gap Analysis Report [Due Day 43 from Contract Effective Date]

The Gap Analysis Report must identify those functional and/or non-functional County requirements that are not met with standard functionality and will therefore require business process change and/or customization. The Gap Analysis must define proposed business process or workflow changes that, if implemented, will meet the County's requirements within the existing functionality of the Contractor's System. If no functionality or business process change will meet the County's requirements, the Contractor must provide a cost estimate, schedule and scope implications for each proposed customization not included in Exhibit B. Customization must be approved by the County Project Officer before

development is begun. All customization proposed by the Contractor in Exhibits C and D is included in the Contractor's pricing in Exhibit B.

*Acceptance Criteria:* The Gap Analysis Report must specify which County requirements are not met with out-of-the-box Contractor System functionality and/or Contractor staffing and document the nature of the proposed process or workflow change (e.g., before and after). The Contractor must identify any other requirements that will be affected by each business process or workflow change. Proposed customizations must identify the nature of the proposed customization (e.g., current and proposed functionality) and specify how the customization will meet the County's requirements. Customization proposals must include all specified components.

#### 2.2.1.3 Application Configuration [Due Day 36 from Contract Effective Date]

The Contractor shall configure the System to meet the County's requirements, as specified in the Requirements Traceability Matrix. The Contractor will deploy a tested and approved System in a production environment, including converted data and active System interfaces and integrations as detailed in an Application Configuration Document. The Application Configuration Document shall be incorporated into the disaster recovery documentation and tested as part of disaster recovery testing.

*Acceptance Criteria:* The Application Configuration Document shall describe how the System is configured to meet the County's requirements. The Application Configuration Document shall include application and interface settings and any integration with third-party products. The Application Configuration Document shall specify how settings tested and approved in the test environment will be migrated to and validated in the production environment. The Application Configuration document must be incorporated with the disaster recovery documentation and updated/tested in the routine disaster recovery testing.

### 2.2.2 Reporting

The Contractor shall provide a detailed plan to transition from the current system to the Contractor's System with no impact to daily operations of the System's users. The Contractor shall report progress weekly to the County Project Officer.

#### 2.2.2.1 Project Management Plan [Due Day 25 from Contract Effective Date]

The Contractor will develop a detailed Project Management Plan, laying out the key milestones and deliverables for Project completion. The Plan will reflect both the Contractor and County responsibilities necessary for successful implementation of milestones and deliverables. The Plan will be refined and kept current throughout the Project and will serve as the Project road map. Progress against the Plan will be reported weekly to the County Project Officer via the Weekly Status Reports. The Project Management Plan must describe the scope, objectives, assumptions, constraints, risks, issues, resources, milestones, deliverables, Project team including roles and responsibilities, stakeholders, change control and budget that will guide the management of the Project.

*Acceptance Criteria:* The Project Management Plan must include at least the topics specified and demonstrate a clear understanding of the software development lifecycle and the unique aspects of implementing the Contractor's System in the County environment.



2.2.2.1 Project Work Plan [Due Day 32 from Contract Effective Date]  
The Project Work Plan must identify the specific approach to implementation and rollout to be employed for the County, *including* work for planning, requirements analysis, data conversion, interface development, production and test environment setup, system configuration, testing, training, deployment to production, post-production support and generation of all required documentation. Each listed task must include at least: resources, dependencies, start date, proposed end date, actual end date, % complete. The approach must include the timing for implementation and any recommended phasing of module rollout. The Project Work Plan must be in Microsoft Project format. Progress against and adjustments to the plan will be reported weekly to the County Project Officer.

*Acceptance criteria:* The Project Work Plan must cover all listed implementation and rollout components and include the required fields per task. The Project Work Plan must present an implementation that yields a rollout in 15 weeks.

2.2.2.2 Weekly Status Reports [Reporting to being Day 35 from Contract Effective Date]

The Contractor must report weekly through go-live on the status of the Project to the County Project Officer in a County-approved written format. Status reports must include tasks worked on and completed in the prior week, tasks planned to be worked on in the upcoming two weeks, tasks that were or will be completed later than scheduled with explanations regarding the delay and implications for the overall schedule, open issues (e.g., risks, change orders, decisions) with designation of who is responsible for addressing the open issue and must also include provision of updated Project management and work plans.

*Acceptance Criteria:* Weekly Status Reports must be submitted in a timely manner and include all required components.

2.2.2.3 Deployment Plan [Due Day 65 from Contract Effective Date]

The Deployment Plan must include all steps, preparatory and during rollout, to complete the introduction of a fully functional production environment. The Deployment Plan must cover introduction of the production environment (equipment and supporting software), application installation and configuration, data conversion and enabling/scheduling of System interfaces. Tasks for each category will be in sequential order and include a due date (and time, if relevant), and who is completing the task and dependencies. The Deployment Plan must also include rollback procedures in the event the deployment is unsuccessful, and must define what an unsuccessful deployment is.

*Acceptance Criteria:* The Deployment plan must include tasks and associated characteristics for the designated components to be deployed, include no downtime during parking enforcement hours and include a tested rollback plan.

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2.2.3 Data Conversion

The Contractor will extract, transform and load all designated current and historical required data from the County's legacy system(s) to the Contractor's System. County data fields will be mapped to the Contractor's System and such mapping will be performed with approval by County subject matter experts. Converted Data will be reconciled with record counts and

control totals from the legacy system(s), loaded in test and production environments and validated by the Contractor and County staff.

#### 2.2.3.1 Data Conversion Strategy Document [Due Day 14 from Contract Effective Date]

The Data Conversion Strategy document must establish the approach to data conversion for all historical data to be converted (as specified in Exhibit D), the timing of data conversion in relation to County business cycles, the data sources, the approach to data cleansing and transformation, mapping of data elements from the legacy system(s) to the new System, the approach to constructing new data if no legacy data source exists, tools to be used to extract, transform and load data, approach to manual data conversion where applicable, approach to reconciliation of conflicting sources of information where applicable and methods for ensuring all records from the legacy system(s) are actionable after migration to the Contractor's System.

*Acceptance Criteria:* The Data Conversion Strategy document must include all designated sections and meet the County's schedule requirements.

#### 2.2.3.2 Data Mapping Document [Due Day 21 from Contract Effective Date]

The Data Mapping Document must identify all required and desired fields to be used in the Contractor's System and map the County's legacy data to these fields including a description of any transformation or cleansing that needs to be done. The Data Mapping Document will also include those County fields for which there is no equivalent field in the Contractor's System and reflect whether and how those fields will be converted.

*Acceptance Criteria:* The Contractor must identify all required fields for the Contractor System modules the County will be using and map the County's legacy data to these fields. A final disposition for all Contractor required fields and County data must be recorded in the Data Mapping Document.

#### 2.2.3.3 Data Conversion [Due Day 60 from Contract Effective Date]

Converted data must be loaded in test and production environments for validation. Contractor and County staff must approve the data conversion.

*Acceptance Criteria:* The Converted Data must be validated by Contractor and County subject matter experts for counts, control counts, accuracy and the ability to act upon all records from the legacy System(s).

### 2.2.4 System Interface Development

The Contractor will develop all designated interfaces to and from the Contractor's System, including extract, transform and load processes and scheduling batch processes. System interfaces will be reconciled with record counts and control totals from data source and data destination and loaded in test and production environments. See Exhibit D for descriptions of the specified interfaces.

#### 2.2.4.1 System Interface Strategy Document [due Day 45 from Contract Effective Date]

The System Interface Strategy document must establish the approach to developing and verifying system interfaces including the data to be shared, the source and destination data sources, the approach to and tools for extracting,

transforming and loading the data, establishing the frequency of data refreshes based on County requirements, the scheduling of batch processes and exception handling for failed extraction, transformation and/or loading.

*Acceptance Criteria:* The System Interface Strategy document must include all designated sections and meet the County's schedule requirements.

#### 2.2.4.2 System Interfaces [Due Day 66 from Contract Effective Date]

System interfaces must utilize best practices in data sharing and be installed in test and production environments for validation. System interfaces will include batch job scheduling and error handling processes and notifications.

*Acceptance Criteria:* All System interfaces specified in the County's requirements (see Attachment YY) must be implemented and installed in a test environment for validation. The System interfaces must be validated by Contractor and County staff for counts, control totals, accuracy, batch scheduling, error handling and the ability to look up and act upon refreshed data.

### 2.2.5 Testing

#### Documentation

The System shall include environments for test and production. The Contractor shall install, configure and tune the application hardware and install and configure the current version of the application, including system interfaces and converted data, in both environments. The Application Platform in test must be fully functional and reflect the specifications in the Application Configuration Document. The Application Platform in production must match the Application Platform in test exactly or with any exceptions documented. The Contractor must conduct the tests, document test results, make necessary repairs and retest the System. At least one iteration of Contractor end-to-end testing must occur in a fully configured test environment with converted County data and enabled System interfaces.

#### 2.2.5.1 Testing Plan [Due Day 57 from Contract Effective Date]

Based on the Requirements Traceability Matrix, the Contractor must develop a Testing Plan. The Testing Plan must establish the testing approach, including scope, timing and nature of each round of testing. The Testing Plan must reflect the approach to testing any scheduled application releases during the County's implementation. The Testing Plan must include specific test cases and scenarios for unit testing, System end-to-end testing, regression tests, interface and integration tests, data conversion tests and user acceptance tests, and also define who will perform the tests.

*Acceptance Criteria:* The Testing Plan must include test scenarios and testing of all application components, data conversion, interfaces and any customization introduced either for the County or as a result of a schedule application release. The testing scenarios designations must be reflected in the Requirements Traceability Matrix to ensure all requirements are tested.

#### 2.2.5.2 User Acceptance Testing Checklist "Pass" Test Results [Due Day 70 from Contract Effective Date]

Once the Contractor is satisfied the System performs in accordance with the requirements, the Contractor must conduct user acceptance testing, including coordinating testing sessions (scheduling, equipment, environments, location), proctoring onsite, providing application specific expertise to answer questions and issue tracking for any defects or open questions identified during testing. The

County expects to perform user acceptance testing on a fully installed and configured testing environment with all County data accessible therein. All interfaces should be verifiable within the testing environment. The Contractor will track, resolve and test all reported issues during acceptance testing and present the updated testing environment to the County for validation within three days of the acceptance testing results being conveyed to the Contractor. Test Results demonstrate the outcome of testing against the user acceptance testing portion of the Testing Plan, including a pass/fail indicator for each test case or scenario, date encountered, priority of the issue (e.g., fatal, serious, work-around exists, cosmetic), remediation plan for failed tests, status, date resolved, date retested and summarized results indicating volume of failed tests and their breakdown by priority.

*Acceptance Criteria:* Test Results must be reflected on a version of the Testing Plan that reflects the Pass/Fail status of each test case or scenario, with a clear path to resolution for each failed test. Failed tests must be tracked as designated. The Tested System must pass user acceptance testing wherein Test Results are updated until all tests have a pass status or are otherwise accepted by the County Project Officer.

#### 2.2.6 User Manuals

The Contractor will prepare the documentation necessary to allow business users [Public Service Aides in the Police Dept and Treasurer's office staff who manage payment, fees and penalties], application administrators [1 power user each from the Police Dept and Treasurer's Office] and infrastructure support staff [staff in Technology Services who facilitate connection to the Contractor's hosted System] to understand the functions and features of the System and to operate and monitor the System processes and field devices. All documentation must be written in clear, concise, easily understood and grammatically correct English and available in digital and paper formats.

##### 2.2.6.1 Business User Manual [Due Day 71 from Contract Effective Date]

The Business User Manual must provide instructions to business users to navigate the System and field device screens, to create, update and delete System records, to search for existing records, to run reports and queries and to generate tickets and correspondence. The Business User Manual must include sections on Frequently Asked Questions and Quick Tips.

*Acceptance Criteria:* The User Manual must include all specified components and encompass all functions and processes to be used by County onsite and field users as defined in the Requirements Traceability Matrix.

##### 2.2.6.2 Application Administrator Manual [Due Day 71 from Contract Effective Date]

The Application Administrator Manual must provide instructions for application administrators to modify the configurable application settings and include explanations of the effect of those changes on the business processes. The Application Administration Manual must also provide instructions for verifying the successful completion of all incoming and outgoing interfaces and the steps to re-run an interface after correcting any issues.

*Acceptance Criteria:* The Application Administrator Manual must encompass all functions and processes included in the Application Configuration Document and all System interfaces.

#### 2.2.6.3 Infrastructure Documents [Due Day 75 from Contract Effective Date]

Infrastructure Documents must include (1) an updated data model showing all data tables and fields and including a data dictionary and (2) definition of all supported Application Program Interfaces [APIs] for data sharing.

*Acceptance Criteria:* Infrastructure Documents must include all requested components and provide information needed for County staff to query and share data.

### 2.2.7 Training

The Contractor will ensure knowledge transfer has occurred by developing and implementing a plan such that the County Project team [senior managers in the Police Dept and Treasurer's Office and the County's Project Officer], business users, application administrators, Contractor help desk (all tiers) and Contractor System infrastructure operators are knowledgeable about the System and prepared to perform their System-related duties. The Contractor will provide business user and application administration training to County staff and ensure Contractor support staff are trained to support the County's implementation.

#### 2.2.7.1 Training Strategy Document [Due Day 75 from Contract Effective Date]

The Training Strategy Document identifies the approach, type and duration of training, course outlines and course schedules for the business users, application administrators and support personnel, whether those staff are Contractor or County staff.

*Acceptance Criteria:* The Training Strategy Document will include all designated components for all specified user roles.

#### 2.2.7.2 Training Course Materials [Due Day 77 from Contract Effective Date]

Training Course Materials will expand upon the course outlines identified in the Training Strategy Document and serve as training manuals during new user training sessions. The Training Course Materials will include descriptions, screenshots, summarized information, tips and recommended usage guidelines. Training Course Materials must be made available in digital and paper format.

*Acceptance Criteria:* Training Course Materials must cover all business user and application administrator screens and tasks.

#### 2.2.7.3 Staff Training [Due Day 87 from Contract Effective Date]

The Contractor must ensure all County business users, County application administrators and Contractor support personnel have completed all approved training courses associated with their role. The Contractor must conduct training for County staff onsite at County facilities and must coordinate training sessions (scheduling, equipment, environments, and location) with the County Project Officer. Training will be in small group sessions of up to five County staff each, and targeted to the responsibilities and System permissions of the attendees. Based on County staffing, the Contractor will provide five training sessions for parking enforcement personnel, seven sessions for Treasurer's Office staff, two sessions for secondary users and one session for application

administrators. If training for one or more users groups will exceed three hours, a second session will be established, i.e., five training sessions for parking enforcement personnel would become ten training sessions. The Contractor will also ensure that the Contractor's staff are trained on their operational roles and in providing helpdesk support for the County's implementation.

*Acceptance Criteria:* All Contractor and County staff with a use or support role in the System must have completed training following the Test Plan and using the Training Course Materials.

## 2.3 Post-Deployment Support and Maintenance

The Contractor will provide post-deployment support and maintenance of the System as follows:

### 2.3.1 County Staff Support

2.3.1.1 The Contractor will provide County staff with helpdesk support for the duration of the contract.

2.3.1.2 Helpdesk support shall be available from the Contractor's local office between 8am and 6pm, and when support is needed outside business hours, the County may contact the Contractor's helpdesk support at its data center 24 hours a day, seven days a week.

2.3.1.3 The Contractor will accept helpdesk requests via calls to a toll-free 800 or local number and/or via email.

2.3.1.4 The Contractor will provide a single point of contact for County staff to contact in the event of any escalation of helpdesk support requested by the County.

2.3.1.5 The Contractor's local staff will respond to helpdesk inquiries warranting an onsite visit between 8am and 6pm.

2.3.1.6 Helpdesk requests submitted by the County will be prioritized based on operational impact and urgency of the request, according to the following Severity Levels:

2.3.1.6.1 Severity 1 (Full outage of eTIMS® back-office system or PocketPEO® enforcement application) – major business impact (non-trivial loss of revenue, non-trivial expense impact, widespread incident); normal business operations cannot be conducted; multiple end users are unable to run a production application

2.3.1.6.2 Severity 2 (Web application outage) – substantial business impact; normal business operations are significantly impeded; System functionality is severely limited for multiple end users; System has experienced continual or repeated incidents

2.3.1.6.3 Severity 3 (eTIMS® back-office Subsystem) – limited business impact; normal business operations are minimally impeded; one or more end users are unable to use portions of the System functionality; incident is not continual or is repeated infrequently

2.3.1.6.4 Severity 4 (Customer Inquiry) – no business impact; normal business operations are not impeded; designated as customer inquiry

2.3.1.7 The Contractor will assign the Severity Level based on information gathered from the County. The County may request escalation of any request by contacting the local representative/single point of contact. Any request that

has not been resolved within the time parameters for its Severity Level will automatically be escalated to the next higher Severity Level.

2.3.1.8 The Contractor agrees to achieve the following Helpdesk response and resolution times and to credit the County for non-compliance during standard operating times of Monday – Friday 8:00 a.m. to 5:00 p.m.

2.3.1.8.1 Severity Level 1: 15 minutes response time and 2 hour resolution

2.3.1.8.2 Severity Level 2: 2 hour response time and 8 hours resolution

2.3.1.8.3 Severity Level 3: 4 hours response and estimate for resolution

2.3.1.8.4 Severity Level 4: 8 hours response and estimate for resolution

2.3.1.9 The Contractor agrees to credit the County \$200/hour for each hour in excess of the committed resolution time for Severity Level 1 and \$50/hour for each Severity Level 2 requests during standard operating times of Monday – Friday 8:00 a.m. to 5:00 p.m. If a Severity Level 2 request is escalated to Severity Level 1 because initial resolution time was not met, that request will be considered as two requests when considering compliance credits.

2.3.1.10 The Contractor will provide post go-live onsite training at the County's request up to two times per year at no additional cost to the County. The County anticipates making training requests as a result of significant System upgrades and/or County staff changes. Training options will be the same as those available during implementation training.

## 2.3.2 External Customer/Constituent Support

The Contractor will provide County constituents with helpdesk support for the duration of the contract. Support is comprised of the following tasks and expected response times:

2.3.2.1 Answer calls with less than two minutes hold time for the caller

2.3.2.2 Respond to calls and emails within one business day

2.3.2.3 Send affidavit forms to requesting customers within one business day of request

2.3.2.4 Process received affidavit forms within three business days of receipt, including entering the affidavit into the System, assigning a hearing date based on the County's Court calendar, close the citation record in the System and mail notification of County hearing date to the customer. The three business days excludes any delays caused by the County's provision of available Court dates.

2.3.2.5 Process Court packets between ten and 30 days before the hearing date, including preparing the Court packet and emailing and/or mailing the Court packet to specified recipients.

2.3.2.6 The Contractor agrees to credit the County \$500 for that month's invoice if average hold time for that month is between two and five minutes. The Contractor agrees to credit the County \$2,000 for that month's invoice if average hold time for that month is in excess of five minutes.

## 2.3.3 Application Hosting

### 2.3.3.1 Hosting of eTIMS® back-office system and PocketPEO® Enforcement Application

2.3.3.1.1 The Contractor shall house the servers and systems that run the System from its Tarrytown NY Data Center and shall maintain the services, security and redundancy as set forth in Exhibit D for Data Center, Data Confidentiality (with the exception that encryption for data at rest will be available for personally identifiable information by System implementation go-live), Overall Data Privacy Policy and Controls, Internet Data Encryption, Secure and Encrypted File Transfer Protocol (with the exception that security protocol TLS 1.0 will be upgraded to TLS 1.1 by System go-live), Multi-tenant Data Protection, Separate Data Files, User ID Person Table Controls and Independent Batch Processing Jobs.

2.3.3.1.2 The Contractor shall ensure the System has sufficient database and file storage to run optimally and shall increase both as needed with no additional cost to the County.

### 2.3.3.2 Backups and Disaster Recovery

2.3.3.2.1 Back-ups of all computer programs, software and files will be performed via full weekly back-ups and incremental daily back-ups. Back-up copies will be stored at an off-site facility within 24 hours of the completion of the save process.

2.3.3.2.2 In the event of an unplanned System outage, the Contractor shall notify the County within 15 minutes of the outage. Service shall be restored via redundant servers within four hours with data loss of no more than 30 mins.

2.3.3.2.3 In the event of a catastrophic disaster to the data center ("force majeure"), the Contractor shall activate their disaster recovery plan and restore service to the mainframe, eTIMS® back-office system and web pages within 36 hours and including all database updates up to the last incremental daily backup such that no more than one business day's data will be lost. The disaster recovery plan shall include established procedures for back-up of all software, computer programs, files, computerized procedures and application configuration settings. The disaster recovery plan shall be tested and updated as needed at least annually, with notice given to the County after each test and update cycle.

### 2.3.3.3 Upgrades and Maintenance Releases

2.3.3.3.1 The Contractor will perform daily maintenance of up to 15 minutes and monthly maintenance of up to four hours outside the hours of 6am and 9pm EST.

2.3.3.3.2 The Contractor will schedule additional maintenance time for needed database and/or application updates outside the hours of 6am and 9pm. If urgent maintenance is required to be scheduled between 6am and 9pm, e.g., to address a security risk, the Contractor will contact the County Project Officer for approval prior to performing the maintenance.

2.3.3.3.3 The Contractor will schedule upgrade releases and notify the County Project Officer of the availability of the release for testing. The Contractor will establish, host, support and refresh a test



environment for County staff to access to verify and approve upgrades prior to their introduction to the County's production environment. The Contractor will make the County aware of new features and bug fixes and will configure to display those new features the County wishes to test. Approved new features will be configured in production by the Contractor as part of the upgrade process. The Contractor will confirm County approval for the upgrade, including any scheduled downtime, prior to performing the upgrade in production. The Contractor will confirm if the upgrade was successful or had to be rolled back for any reason.

#### 2.3.4 Customization

As business and legislative requirements change after implementation, the County may request customization of the System and/or modifications to existing interfaces. The County will provide requirements for the requested change and work with the Contractor to finalize the approach to implementation, including a contract amendment to reflect the work and cost for such work. The Contractor will provide a not-to-exceed hours estimate to complete the change and a schedule by which the change will be available to the County for testing and implementation. The Contractor shall include up to 50 hours of customization work annually in the monthly fee charged to the County to cover these minor modifications. Any work requested and approved above the 50 hours will be performed by the Contractor at a fixed rate of \$150/hour for the duration of the contract. Upon approval of the scope and hours estimate by the County, the Contractor will begin work on the change. Upon acceptance of the change by the County, the Contractor will reflect the actual cost in the monthly invoices submitted to the County.

#### 2.3.5 Security

The Contractor shall make available access logs of authorized users and intrusion detection and reporting to the County as requested by the County. The Contractor shall restrict access to the System and the back-end database to authorized users, and shall provide specified County staff with direct access to the County's data via named user credentials and/or API.

2.3.6 The Contractor agrees to credit the County 10% of a monthly payment due if there is unplanned System downtime of PocketPEO® enforcement application between 6am and 9pm EST Mon – Sat in excess of eight hours in that month AND the 8+ hour downtime in the month was the second month with 8+ hour downtime in the fiscal year starting July 1. The Contractor agrees to credit the County 50% of a monthly payment due if there is unplanned System downtime of PocketPEO® enforcement application between 6am and 9pm EST Mon – Sat in excess of eight hours in that month AND the 8+ hour downtime of PocketPEO® enforcement application in the month was the third or greater month with 8+ hour downtime in the fiscal year starting July 1. The Contractor agrees to credit the County 50% of a monthly payment due if total unplanned downtime between 6am and 9pm EST Mon – Sat is in excess of 16 hours in that month.

2.3.7 The Contractor agrees to credit the County 10% of a monthly payment due if there is unplanned System downtime of eTIMS® back-office system between 8am and 6pm EST Mon – Fri in excess of eight hours in that month AND the 8+ hour downtime in the month was the second month with 8+ hour downtime in the fiscal year starting July 1. The Contractor agrees to credit the County 50% of a monthly payment due if there is unplanned

System downtime of eTIMS® back-office system between 8am and 6pm EST Mon – Fri in excess of eight hours in that month AND the 8+ hour downtime in the month was the third or greater month with 8+ hour downtime in the fiscal year starting July 1. The Contractor agrees to credit the County 50% of a monthly payment due if total unplanned downtime of eTIMS® back-office system between 8am and 6pm EST Mon – Fri is in excess of 16 hours in that month.

2.3.8 The Contractor will submit a monthly invoice and three supporting reports to the County. Upon receipt of the invoice and reports, the County will review the materials within ten business days. If approved, payment will be issued within 30 days of the received date for the invoice and reports. If the County rejects the invoice, payment will be issued within 30 days of the received date of a replacement invoice and reports that are approved. Supporting reports will substantiate compliance or non-compliance with the Contractor's support commitments and County credit for non-compliance as specified above.

2.3.8.1 Report 1: The Customer Calls report will include a record for each call received and include the call ID, date received, time call made, time call answered, time call abandoned, total hold time (whether answered or abandoned) and a summary table with total calls received, total calls answered, total calls abandoned, average hold time, minimum hold time and maximum hold time.

2.3.8.2 Report 2: The County Support report will include a record for each support ticket submitted by the County (via phone or email) and include the ticket #, County staff to report the issue, date/time reported, date/time responded, severity level, date/time estimated to be resolved, date/time resolved, time to respond, time to resolve and indicators if response time goal was met and resolution time goal was met, and a summary table of total support requests in each severity level and average time to respond and resolve.

2.3.8.3 Report 3: The Downtime report will include a record for each System downtime between the hours of 6am and 9pm EST, and include the date/time of the downtime, the date/time of service restoration, the total downtime and an indicator whether the downtime was planned or unplanned and a summary table of total downtime, planned downtime and unplanned downtime.

2.3.8.4 Report 4: Pricing adjustments as specified in Exhibit B must be communicated to the County via a fourth report to accompany the first monthly invoice after the effective date of the pricing adjustment. The Pricing adjustment report will indicate the exact pricing adjustment and provide the CPI-U as of the effective date of the pricing adjustment.

## 2.4 Equipment Provision

2.4.1 The Contractor shall provide thirty (30) Motorola MC9500 field devices including enabled wireless service and Lithium Ion 4800mAh rechargeable batteries and thirty (30) Zebra QLn320 3-inch printers, with (a) car charger accessories, (b) hands-free accessories and (c) ruggedized cases for the field device. All equipment is warranted by Contractor for the duration of the Contract.

2.4.2 If an equipment unit fails, the County will return the unit to the Contractor, at the County's expense, for repair or replacement. The Contractor will repair or replace the unit and return it to the County at the Contractor's expense. Repairs or replacements

will be returned to the County within seven (7) days from when the Contractor receives it. Failure is defined as a unit that can no longer perform the functionality specified for it in the Contract and includes breakages due to normal wear and tear and replacement rechargeable batteries for the field devices. Units will be returned with the software necessary to perform the functions specified in the Contract; no other software will need to be restored or reinstalled. If an equipment unit is lost, the Contractor will replace the lost unit with one of equal or greater functionality within seven (7) days from when the County reports the loss and requests replacement. The Contractor will automatically wipe the data from lost field devices when the County reports the loss. For replacement due to equipment loss, the County is responsible for paying for the replacement or the amount paid for the unit at purchase, whichever is lower. Charges will be reflected in the monthly invoice from the Contractor to the County.

- 2.4.3 The Contractor will perform an equipment replacement at the start of a contract extension, if this option is exercised, including field devices, printers and accessories, at no additional cost to the County.

### 3. Contractor Roles and Key Personnel

The Contractor shall appoint a team of Contractor staff for the implementation and support of the System for the duration of the contract. The Contractor shall appoint at least the following roles (titles may be different but responsibilities must be covered):

#### 3.1 Project Sponsor

The Project Sponsor will provide support for financial and resource commitments and to serve as an escalation point of contact.

#### 3.2 Project Manager

- 3.2.1 The Project Manager must ensure the System developed and work performed by the Contractor meets the County requirements. The Project Manager will ensure successful, on-time implementation of the requirements and deliverables, follows best practices for project management and the software development lifecycle. The Project Manager is responsible for coordination of all Contractor activities and is the primary point of contact and coordination between the Contractor and the County. The Project Manager is also responsible for communicating tasks that are to be completed by County staff and for scheduling and monitoring the performance of these tasks. The Project Manager must be available to the County as needed, onsite and offsite, as of the Effective Date of the Agreement through acceptance of the final deliverable. The Project Manager will work onsite at the County as needed and at least for requirements analysis and validation tasks, data conversion validation, user acceptance testing, training and issuing and configuration of field devices. Onsite work will be conducted at the County's Courthouse Plaza and/or Police Department locations.

- 3.2.2 The Project Manager will meet the following criteria:

- 3.2.2.1 At least five years technology project management, including COTS implementation project management experience
- 3.2.2.2 Implementation project management experience with the Contractor's parking enforcement product
- 3.2.2.3 Thorough understanding of project management best practices and software development lifecycle
- 3.2.2.4 Ability to relate well to senior management, directors of government departments, elected officials, County management, parking enforcement personnel and technical personnel

- 3.2.2.5 Excellent analytical, communication and facilitation skills
- 3.2.2.6 Expertise with and ability to speak authoritatively on the Contractor's product
- 3.2.2.7 Expertise with requirements gathering and validation, documentation, training and testing
- 3.2.2.8 Ability to understand the possibilities of information technology and to communicate those possibilities to business users so as to enable them to make decisions to take the best advantage of information technology
- 3.2.2.9 Ability to lead business users through a structured process to arrive at informed decisions
- 3.2.2.10 Strong desktop computing skills (e.g., Microsoft Project, Visio and Office products)

### 3.3 Data Conversion Specialist

- 3.3.1 The Data Conversion Specialist must ensure that the County's legacy data for closed and pending citations is successfully converted to the Contractor's System. The Data Conversion Specialist is responsible for mapping the County's data fields to the Contractor's data model, for producing reports confirming all legacy records have been migrated to Contractor's System, for cleansing and transforming County data where non-matching data will prevent records from being actionable and for identifying default values for records when County data does not have a matching field to insert into a required Contractor's data field. The Data Conversion Specialist will be available to the County as needed from the Effective Date of the Agreement until data conversion is accepted by the County. The Data Conversion Specialist will work onsite at the County as needed and at least for data conversion validation. Onsite work will be conducted at the County's Courthouse Plaza and/or Police Department locations.
- 3.3.2 The Contractor Data Conversion Specialist will meet the following criteria:
  - 3.3.2.1 At least two years data conversion implementation experience with the Contractor's parking enforcement system
  - 3.3.2.2 Thorough understanding of data extract, transform and load (ETL) best practices
  - 3.3.2.3 Expertise with relational database systems (RDBMS) and SQL
  - 3.3.2.4 Ability to work effectively with users to elicit and validate requirements
  - 3.3.2.5 Ability to translate technical concepts into terms business users can understand and evaluate
  - 3.3.2.6 Strong analytical skills

### 3.4 Analyst/Subject Matter Expert

- 3.4.1 The Analyst/Subject Matter Expert will serve as the liaison between the Contractor technical staff and the County business staff in determining how the System will be configured to meet County requirements. The Analyst/Subject Matter Expert is responsible for drafting the Requirements Traceability Matrix and the Gap Analysis Report and may lead the development of test scenarios and provide oversight of County staff testing. The Analyst/Subject Matter Expert will be available to the County as needed from the Effective Date of the Agreement through user acceptance testing, and must be onsite during Gap Analysis and Testing. The Analyst/Subject Matter Expert will work onsite at the County as needed and at least for gap analysis and testing. Onsite work will be conducted at the County's Courthouse Plaza and/or Police Department locations.

3.4.2 The Contractor Analyst/Subject Matter Expert will meet the following criteria:

3.4.2.1 At least two years configuration implementation experience with the Contractor's parking enforcement system

3.4.2.2 Thorough understanding of the Contractor's parking enforcement System configuration options

3.4.2.3 Expertise understanding customer functional requirements and mapping them to the Contractor's System using a combination of configuration, process adjustment and customization specification

3.4.2.4 Ability to lead users through a structured process to arrive at informed decisions

3.4.2.5 Ability to translate technical concepts into terms business users can understand and evaluate

3.5 The Contractor's Key Personnel will be those proposed in the Contractor's response to the Request for Proposal. The Contractor may not remove and/or change the Key Personnel for the duration of implementation without the express written consent of the County Project Officer. Issues identified by the County Project Officer regarding performance of any Contractor employee shall be addressed by the Contractor immediately and a proposed resolution must be provided to and approved by the County's Project Officer, leading to replacement of staff, if necessary, within two weeks after County Project Office notifies the Contractor. Contractor staff working onsite at the County may not work on any other Contractor projects without prior written notice and approval by the County Project Officer.

3.6 If any Key Personnel become, or are expected to become, unavailable for work under this Contract, the Contractor will immediately notify the County Project Officer, and will, subject to the concurrence of the County Project Officer, promptly replace such personnel. Requests for approval of substitutions will be in writing and will provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the County Project Officer to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or greater than the Key Personnel being replaced. The County Project Officer will evaluate such requests, interview proposed substitutes and promptly notify the Contractor in writing whether the proposed substitution is acceptable.

#### 4. Schedule

The System must be implemented by April 4, 2016. Cutover and go-live event must be approved by the County Project Officer before the go-live steps begin.

#### 5. Escalation Procedure

In the event the County and Contractor are unable to resolve an issue or conflict, the following escalation procedure will ensure that the next level of management is informed and provided with the opportunity to make a decision that will allow the Project teams to move forward with the Project in concert and in accordance with the decision. Project situations that may require escalation may include but not be limited to conflicting resource demands threatening the Project schedule, dependencies not being met, scope disagreements and issues with the quality of functionality of the Contractor's deliverables.

5.1 Escalation Level 1 – County Project Officer and Contractor Project Manager

5.2 Escalation Level 2 – County Chief Deputy Treasurer and Deputy Chief of Police, Systems Management Division and Contractor Project Sponsor

### 5.3 Escalation Level 3 – County Treasurer and Chief of Police and Contractor Vice President

The use or non-use of this procedure does not alter, restrict or modify the remedies afforded elsewhere in the Agreement.

## 6. County Provided Items

### 6.1 Workspace

The County will provide workspace and individual workstations, including meeting rooms, for any Contractor staff working onsite. The County shall also provide reasonable access to appropriate network and internet connectivity, telephones and printing and copying capabilities.

### 6.2 Access

The County will provide any required identification and access cards and building access including nights and weekends. All Contractor employees shall comply with the terms and conditions of such. Access is revocable at the discretion of the County Project Officer.

### 6.3 County Staff Resources

The County will provide a County Project Officer, subject matter experts and testers from the appropriate County offices to perform analysis, data conversion mapping and testing in a timely manner in accordance with the schedule defined and agreed to by the County Project Officer and Contractor Project Manager.

### 6.4 Training

The County will provide facilities and PCs with internet access for training.

### 6.5 Communications

The County will instruct all County team members that all direct communication between the Contractor and County staff will be copied to the Contractor Project Manager. The Contractor Project team will also copy the County Project Officer on all communications. The County Project Officer or designated representative from the County will perform all communications with contact persons representing other County systems or external service providers unless approved by the County Project Officer.

**Exhibit C: Functional Requirements**

**Xerox shall complete the S/C, Hrs and Contractor Comments columns.**

**Key**

**S** = The requirement is met by standard, out of the box functionality of the System or the System may be configured to meet the requirement without requiring custom work. In the Comments column, provide a description of how the requirement would be met in the System.

**C** = The requirement can only be met by customizing the System. In the Comments column, describe the proposed custom approach and estimated level of effort.

#	Category	Description	S/C	Xerox Comments
1	Issue Citation	The System shall allow users to create a new ticket record via a field device or from a desktop computer based upon ticket number (automatically assigned by System), license plate, street address of violation, violation type, issuer's name and badge ID#, date and military time ticket issued, and vehicle descriptors: make, model, color, type (e.g., 2-door).	S	
2	Issue Citation	The System shall allow users to enter a license plate and receive all notifications in order to determine if a ticket should be issued before entering citation information.	S	We will create a flat file that will be imported to each device once it is docked. These files will contain notifications, determined in conjunction with the County.
3	Issue Citation	The field device printer shall allow the printing and reprinting of an issued citation.	S	
4	Issue Citation	The field device shall allow users to re-issue a ticket, including editing citation information after the initial ticket has been printed while retaining the original ticket number, and require a reason for the re-issue and the ability to print the re-issued ticket.	S	We will provide handheld functionality to re-issue tickets for Void/replace situations.

- 5 Issue Citation  
The System shall allow users to issue a ticket as a warning or a citation.  
The System shall allow the field user to seamlessly modify any citation fields once a citation ticket is initiated until the citation is printed.
- 6 Issue Citation  
a violation code; the descriptions shall be printed on the citation ticket.
- 7 Issue Citation  
The System shall allow field users to enter multiple violations on a single citation ticket.
- 8 Issue Citation  
The System shall display the parking fine for each violation on the field device when selecting the violation code and on the printed ticket.
- 9 Issue Citation  
Xerox shall supply all required ticket stock, envelopes, and other miscellaneous supplies that are necessary for system operation on a quarterly schedule, based on County approval of the ticket format and quantity order.
- 10 Issue Citation  
Xerox shall supply field users with paper tickets in the event a field device cannot be used. The paper tickets shall have back-of-ticket text that matches the back-of-ticket text at the time the paper tickets are printed and the front-of-ticket shall include labeled fields for license plate number, state, plate type, vehicle make, vehicle body, date, military time, location, list of possible violations including warning ticket, violation remarks, user defined text regarding payment, officer signature line, badge #, comments. The front of ticket will also use one of two standard headers, reflecting County enforcement personnel and Airport enforcement authorities.
- 11 Issue Citation  
The System shall push a notification to field device users if the vehicle in the process of being ticketed is on the boot list or if the known owner of the vehicle is flagged as scofflaw.

S we will create a flat file that will be imported to each device once it is docked. These files will contain notifications to the user that the vehicle is on the boot or scofflaw list



14 Issue Citation The System shall push a notification to field device users if the vehicle in the process of being ticketed is on the Do Not Ticket list managed by County staff.

We will create a flat file that will be imported to each device once it is docked. These files will contain notifications to the user that the vehicle is on the Do Not Ticket list.

We can create a process that will alert the field device users if a vehicle has been booted or towed within the previous 48 hours.

15 The System shall push a notification to field device users if the vehicle in the process of being ticketed was booted or towed in the previous 48 hours, including whether the action was a boot or tow, when the boot or tow occurred and who requested the boot or tow.

Clarification from negotiation: Due to the requirement of creating a real-time query into eTIMS® at the time of the ticket, Xerox would need to build a real-time interface so when PCA tries ticketing a plate we'll send a query to see if the plate has been booted/towed in past 48 hours. 160 hours is appropriate for this item. We can add additional data elements from the

16 Issue Citation System shall allow field users to cancel ticket records started in error. S

17	Issue Citation	The System shall allow authorized field and desk users to void issued tickets and shall capture who, when and reason code, optional comments.	S	Authorized field device supervisors will have the ability to void tickets in the field. Authorized users will have the TOP SECRET authorization to void a ticket after it has been issued (desk users).
18	Issue Citation	Field devices shall be capable of taking a digital image associated with an issued citation, having that image be automatically attached and displayable within the citation record in the System.	S	
19	Issue Citation	The System shall capture free-form comments from a field or desk user creating a citation ticket that are available in the System for viewing and extraction but not printed on the ticket.	S	
20	Issue Citation	The field device shall be able to process and hold in memory during offline operation at least 200 tickets.	S	
21	Issue Citation	The field device shall check against the Pay by Cell interface before field users print a citation and notify the field users if parking payment has been made since the field user created the citation ticket.	S	We will create an interface that will permit a check against Pay by Cell application to see if vehicle is still eligible for ticketing.
22	Issue Citation	<p>The System shall offer automatic license plate recognition, integrated with field devices as well as car-mounted, for the purposes of:</p> <ul style="list-style-type: none"> <li>* tracking parking duration (e.g., chalking, feed the meter)</li> <li>* verify permit parking or zoned parking</li> <li>* track scofflaws</li> <li>* stolen vehicles</li> <li>* NCIC/VGIN wanted checks</li> <li>* registered owner's licensed status</li> </ul>	S	
23	Issue Citation	The field device shall be GPS-enabled such that citation locations are automatically captured and Pay by Cell zones are recognized.	S	

24	Issue Citation	<p>The System shall automatically generate a confirmation report when a field device is synched with the System after running in offline mode that shows ticket number for each ticket written and an indicator of the success or failure to create the record in the System. When failures to sync are present in the report, the System shall identify the cause of the failure and allow the user to re-synch when the issue has been corrected.</p> <p>The System shall allow authorized staff to enter and edit payment, partial payments, adjustments and/or refund information. Payment required fields will include posted date, received date, amount, transaction ID, payment source (lockbox).</p> <p>The System shall compute and display fine(s), penalties, total payment due, balance.</p> <p>The System shall allow staff to enter separate fees in optional fee fields (e.g. boot fees, etc.) and include these fees in balance, fines and payment calculations.</p> <p>The System shall calculate late fees based on a date algorithm.</p>	S
25	Motorist Pays		S
26	Motorist Does Not Pay		S
27	Motorist Does Not Pay		S
28	Motorist Does Not Pay		S

29 Motorist Does  
Not Pay

The System shall automatically flag for issuance the 1st and 2nd late notifications for unpaid citations when the owner has been identified and configurable time thresholds have passed. The system will pass this information to the ACE system via the Active Ticket Update Interface.

We will build an interface to update this client specific information. Clarification from Negotiation:  
Creating an interface to an unknown system provides Xerox with a lot of risk. If it is creating a flat-file and sending once daily via SFTP that is less than 320 hours; however, if we are creating a real-time interface to a system we haven't worked with before, that could possibly require up to 320 hours. The actual data elements are not so much the concern as the process to move the data. We will provide authorized users with the ability to override or

30 Motorist Does  
Not Pay

The System shall allow staff with the proper authority to override or change late fees and provide a drop-down box input to indicate the reason for the override.

31 Motorist Does  
Not Pay

The System shall allow the County to pre-register commercial fleets to allow for "lump sum" billing for all parking tickets associated with fleet vendor's vehicles. The System shall automatically update any unpaid citations to a closed status when three years from the issue date has passed unless the county has obtained a civil judgment against the vehicle owner, in which case the ticket may remain open/pending for ten years from the date of judgment. The System shall allow the user to reopen/adjust the citation ticket status if payment is received or if users override the closure.

S

S

32 Motorist Does  
Not Pay

The System shall allow staff with the proper authority to override or change late fees and provide a drop-down box input to indicate the reason for the override.

S

33	Motorist Appeals	The System shall track citation appeals data including at least affidavit mailed date, affidavit received date, court date, name of person who filed the affidavit, notes; if any citation ticket information is required, prepopulate that information within the citation appeal record.	S
34	Motorist Appeals	The System shall allow authorized users to select and update the citation appeal status from a configurable appeal status list.	S
35	Motorist Appeals	The System shall allow staff to record available hearing dates and times for citation tickets by issuer and how many hearings may be assigned on a given date. Xerox shall mail out and receive affidavits for citation tickets, enter the appeal information into the System, receive and manage predefined Court parking hearing dates and times, assign hearing dates in the System, prepare a Court packet (ticket, affidavit, hearing information), notify the customer of the hearing date and forward the Court packet to designated County staff and update the citation ticket status according to the County appeals workflow to reflect these steps taken by the Xerox. The System shall automatically link citation appeal data with main citation ticket data.	S
36	Motorist Appeals		S
37	Motorist Appeals		S
38	Motorist Appeals	The System shall display a message or easily identifiable indicator on the main citation ticket record when a citation has been appealed.	S
40	Reports	The System shall allow users to generate an enforcement productivity report, run by user ID and/or date range and includes all tickets issued, ticket number, issuer ID, date issued, location, time issued, status. The System shall allow users to run a report of all hearings scheduled by date and/or issuer ID and include issuer ID, hearing date, ticket number, owner name, violation type, violation date.	S
41	Reports		S

42	Reports	<p>The System shall allow users to run a ticket overview report by date issued range and/or user ID group (County, Metro, Airport), and list results by user ID group, # of tickets issued, # voided, # dismissed in Court, # warnings, # paid, amount paid. Report should be able to be run by summary (just counts) or detailed view (for each category of outcome and including ticket number, date issued, violation type, void reason, hearing date or payment source).</p> <p>The System shall allow users to run a financial transactions report that is run by date range and includes all payments made, late fees assessed, fines applied, other fees applied (e.g., booting), payments reversed, refunds, payments transferred.</p> <p>The System shall allow users to generate an owner and/or vehicle statement that lists all, open and/or closed citations and list for each ticket the ticket number, issue date, violation, status, amount due and a total amount due.</p>	S	
43	Reports		S	
44	Reports		S	
45	Reports	<p>The System shall allow user to generate a specific citation ticket, either as an image of the actual ticket or a formatted report including ticket data.</p> <p>The System shall allow users to generate an overpayment (any payment that comes in after a ticket has a \$0 balance) report run by ticket date, overpayment date, overpayment amount (max or min), payment source and/or owner name (including none) where overpayment transaction has not been refunded or transferred; include input parameter fields in report as well as ticket number and status.</p> <p>The System shall allow users to generate an overpayment report run by ticket date, overpayment date, overpayment amount (max or min), payment source and/or owner name (including none) where overpayment transaction has not been refunded or transferred AND owner has one or more open tickets in the System; include input parameter fields in report as well as ticket number, status (overpayment and open ticket(s))</p>	S	We will provide a facsimile for field device/electronic tickets.
46	Reports		S	
47	Reports		S	

48	Reports	The System shall allow users to generate a report of ticket numbers that are paid but not associated with an issued ticket, including payment ticket number, payment date, payment amount, payment source.	S	
49	Reports	The System shall allow users to generate a report of all tickets refunded by date range, including ticket number, owner name, owner address, refund amount, refund date, user who processed refund.	S	
50	Reports	The System shall allow users to generate a report of all reversed payment transactions by date, including reversal amount and user who processed the reversal.	S	
51	Reports	The System shall allow users to generate a report of all closed (voided, suspended, dismissed, paid) tickets by date range, include ticket number, issue date, violation code, close reason, close date, user who processed the close.	S	
52	Reports	The System shall allow users to generate a report of mismatched tickets where issued ticket vehicle characteristics (e.g., make) do not match registration vehicle characteristics, include ticket number, license plate number, state, ticket make and model, registration make and model.	S	
53	Reports	The System shall allow users to generate a report of open (unpaid) tickets with no registered owner information by state recorded on ticket, including ticket number, license plate number, state and ticket date.	S	
54	Application Administration	The System shall allow authorized users to designate fields as required and shall visually identify the required fields to the user.	S	
55	Application Administration	The System shall perform validity checks on all required fields to ensure entered values fall within expected and allowable options.	S	
56	Application Administration	The System shall allow application administrators to override validity checks for specific citation tickets without changing System settings.	S	We allow authorized users to override certain business rule checks, depending on what field is being checked.

57	Application Administration	System shall be capable of providing configurable user-defined fields that are fully searchable and reportable (e.g., a field to reflect a vehicle owner is in judgment if that indicator not already present in the System).	S	We provide the ability for users to create configurable searches using Business Objects.
58	Application Administration	The System shall allow application administrators to edit labels for system fields and picklists in coordination with Xerox if there are implications for the printing of the citation.	S	We allow each client to provide certain fields that can have customized labels.
59	Application Administration	The System shall support citation ticket statuses of Payment Due, Paid, Voided, Dismissed in Court, No Payment Due (Warning) and automatically update citation ticket status based on the County-defined criteria for each status.	S	
60	Application Administration	The System shall allow application administrators to update the fee structure and require provision of a reason for the change.	S	
61	Application Administration	The System shall allow users to be categorized as County enforcement, Airport enforcement and Metro enforcement and based on the user ID, assign ticket numbers that are distinguishable between the groups and allow for reporting based on user group.	S	
62	General	<p>The System shall allow citation tickets to be searchable by:</p> <ul style="list-style-type: none"> <li>* Ticket Number</li> <li>* Customer Name</li> <li>* SSN No or Tax ID</li> <li>* License Plate Number</li> </ul>	S	eTIMS® allows for search by each of the required fields. SSN or Tax ID number will be stored in license number, which is searchable.
63	General	The System shall allow users to perform wildcard searches for all search criteria.	S	
64	General	Attached files shall be viewable, printable and made visible to the user by an indicator when files have been attached. At a minimum, the System shall allow Microsoft Office 2013, PDF and JPG file formats and allow upload of large files up to 5MB.	S	



65	General	The System shall display a citation ticket history with all actions taken on a ticket, when the actions were taken and who performed the action.	S
66	General	The System shall allow users to enter multiple comments for citation tickets, and present all entered comments with the date entered, user ID and navigational elements to ensure all comments are readily visible.	S
67	General	The System shall notify via popup or other highly visual cue any users viewing a citation ticket record if another concurrent user has made a change that results in a status change to the viewed record.	S
68	General	The System shall allow users to view all citation tickets associated with a license plate number or vehicle owner from the citation record. Ticket details shall include ticket number, issue date, violation, status, amount due and a total amount due.	S
69	General	The System shall automatically flag the vehicle owner as a scofflaw and show an indicator in the System if a vehicle has three or more past due citation tickets.	S
70	General	The System shall allow users to flag vehicles when they have been deemed ready to be booted or towed, and shall track when the booting or towing is performed and who requested the booting or towing.	S

71	General	<p>The System shall provide a convenient portal that displays all tickets associated with a specified license plate number. Users may search by exact license plate number and search results shall include citation ticket number, issue date, violation type, violation location, fine amount, balance due, most recent payment date, affidavit received date, affidavit mailed date, hearing date, ticket status, appeal status for each ticket associated with that license plate as well as a total payment due across all tickets associated with the license plate. Customers shall be able to submit an affidavit for a specific ticket via the customer portal and receive confirmation of submission including a confirmation copy of the completed affidavit via email.</p> <p>The Vendor shall notify online submitters of the hearing date via email, as provided by customer, as soon as the hearing date is assigned. The customer portal shall also include configurable text wherein the application administrator may add instructional text and a link to the external payment system.</p> <p>The System shall provide an online help repository that shows help topics based on the modules in use and also allows keyword and hierarchical search.</p>	S
72	General		S

## Exhibit D: Non-Functional/Technical Requirements

### Xerox

#### Key

**S** = The requirement is met by the proposed System and falls within the standard System configuration. In the Comments column, provide a description of how the requirement is met by the System.

**C** = The requirement can only be met by modifying the recommended System configuration and/or support model or customizing the System. In the Comments column, describe how the System configuration or support model would have to be modified and any implications of the modification.

#	Category	Description	S/C	Xerox Comments
1	Application	The System shall track all System data changes by recording the user ID, date and time of the new or changed data.	S	All payment, correspondence, disposition, suspend, notes and various ticket actions are recorded to ticket history.
3	Application	The System shall have a uniform design and intuitive user interface, including menu controls, navigation and screen layout.	S	eTIMS core functionality will support Safari, Chrome and IE. Other components of eTIMS will run in Microsoft IE. eTIMS is Internet accessible and remote users can access the system via a laptop or workstation from remote locations.
4	Application	The System shall operate fully within the latest version of all common browsers (Safari, Chrome, Internet Explorer, Firefox) within six months of release of a new version and support at least 2 prior browser versions.	S	
5	Application	The System shall be fully or mostly accessible via field device, with data entered by any user in the field or otherwise, available to all users upon saving. The System shall be configurable and allow for application administrators to edit security access, security profiles, business rules, lists (e.g., status, violation code, change reasons), rates, fee structures, formulas and algorithms (e.g., late fee and due date formulas), business and workflow rules, explanatory text, labels, scheduled batch jobs without requiring custom programming.	S	
7	Application	The System shall allow screen values and labels to be copied and pasted to other locations within the application and to external applications.	S	
8	Application	The System shall auto-expand all data-entered fields (e.g., comments) such that all content is displayed by default.	S	
9	Application		S	

10 Application	The System shall include a reporting portal with pre-defined reports and ad hoc reporting capability. All reports shall be exportable to at least Excel, CSV and PDF formats. Automated report generation and delivery by email attachment is preferred.	S	
11 Application	The System shall include any customizations coded to meet County requirements in the base code for the application, which shall be automatically included in any upgrades and also included in Xerox testing and validation prior to an application release.	S	
12 Application	The System shall be designed to support high user and transaction volumes, including 100 simultaneous users and at least 1,500 daily business transactions. Xerox shall use its existing tools to extract, transform, cleanse and load into the System citation ticket records from the County's Duncan AutoPROCESS system running on Oracle 11g ~850,000 records, including all open tickets and all closed tickets issued within the previous five years such that the closed tickets are retrievable through the System's search functions and the open tickets are searchable and fully actionable in the System.	S	
13 Conversion	Data	S	As described in our proposal, Xerox uses Sungard as our DR site. Once all of the backup tapes necessary for system recovery have been delivered and installed, system recovery is standard within eight hours.
14 Recovery	Disaster Recovery	S	
15 Recovery	The System shall include a disaster recovery site that may be rolled over to in the event the primary site(s) is out of service. Service on the disaster recovery site shall begin no more than 1 hour after rollover.	S	
16 Field Device	Disaster Recovery	S	Xerox provides fully redundant servers with failover capabilities. In most cases databases can be recovered within a few hours.
17 Field Device	Xerox shall perform a failover to a secondary set of servers or to a database recovery site in the event of a System outage, equipment failure or database corruption, and restore a database backup no more than 30 minutes prior to the System impairment. Xerox shall provide field devices to allow for enforcement, ticket issuing and ticket printing for 30 field devices.	S	
18 Field Device	The System shall provide a real-time, wireless and/or telecommunications service connection between the System and field devices.	S	
19 Field Device	The field device, including printer, shall include (a) a battery that can be fully charged in less than 10 hours, (b) a car charger accessory, (c) a hands-free accessory for carrying the field device, including printer and (d) a ruggedized case that is part of or added to the unit.	S	
	The field devices shall be able to be operated in an offline mode in the event wireless and/or telecommunications service is not available, with all issued ticket data to be synced with the System when service is restored or via a docking station.	S	

20	Field Device	The System shall ensure that each issued ticket has a unique and valid tracking number and can be printed for the motorist, even when the ticket is being issued in offline mode. Validity shall be verified via Mod 11 check digit algorithm.	S
21	Field Device	The System shall prevent the duplication of ticket data when said data is updated in real-time in the System and/or updated after being offline.	S
22	Field Device	The field device shall retain all entered data when operating in offline mode even if there is low/no battery charge and/or field device is turned off or malfunctions.	S
23	Field Device	The field device shall be able to be charged and/or synched after being used in offline mode automatically, without requiring a user to monitor the processes.	S
24	Field Device	The field device, including printer, keys shall be labeled and large enough for accurate use when gloves are worn.	S
25	Field Device	The field device, including printer, shall run for at least 10 hours without requiring a battery charge.	S
26	Field Device	The field device, including printer, shall show the remaining battery charge available and have a low power source detector that alerts the user at a point when the user has sufficient time to complete a ticket.	S
27	Field Device	The field device printer shall print an issued ticket within 15 seconds from initiating the print function.	S
28	Field Device	The field device, including printer, shall be sealed against weather, moisture, dirt and other elements as encountered in rigorous daily use.	S
29	Field Device	The field device printer paper and ink shall be able to withstand adverse weather conditions and chemicals such as windshield washer fluid.	S
30	Field Device	The field device, including printer, shall have an automatic brightness display for visibility in dark areas and direct sunlight.	S
31	Hosting	Xerox shall offer a high-availability System architecture with multiple servers/server slices for application and database services and a secondary set of servers for automatic failover.	S
32	Hosting	The System shall perform scheduled backups of all System servers and have an established recovery process.	S
33	Hosting	The System shall have monthly availability of at least 99.8%, including planned System maintenance.	S
34	Hosting	Xerox shall operate and maintain the application according to an agreed-upon Service Level Agreement.	S
35	Hosting	Xerox shall maintain production and test environments for the County and shall install upgrades, patches and new releases in the test and production environments at the County's request.	S
36	Hosting	Xerox shall offer scheduled system upgrades and maintenance utilizing best practice change control processes.	S
37	Hosting	The System database and file storage shall be extensible to the County's needs without adjustment to the payment structure.	S
38	Hosting	The System shall operate fully on desktops running Windows 7 or greater and using Office 365/hosted exchange with the Microsoft Office 2013 productivity suite.	S

39	Hosting	Xerox System host facility shall be certified for disaster recovery.	S
40	Hosting	Xerox shall notify the County within 15 minutes of a System outage and when service is restored.	S
41	Hosting	Xerox shall schedule planned System downtime to occur only in non-County enforcement hours.	S
42	Hosting	Xerox shall notify the County if planned or unplanned System downtime will last more than four hours.	S
43	Interface	<p>The System shall use its standard processes and tools to export all changes in ticket fines or status, new or updated owner information and whether the ticket is due for a 1st of 2nd late notice.</p> <p>Title: Active Ticket Updates</p> <p>Data Source and Destination: Parking Enforcement &gt; GenTax (ACE)</p> <p>Frequency: Daily (AM transfer)</p> <p>See Attachment E for sample file with field definitions.</p>	C
44	Interface	<p>The System shall use its standard processes and tools to export all newly issued tickets.</p> <p>Title: New Tickets</p> <p>Data Source and Destination: Parking Enforcement &gt; GenTax (ACE)</p> <p>Frequency: Daily (AM transfer)</p> <p>See Attachment E for sample file with field definitions.</p>	C

The System shall use its standard processes and tools to export tickets for which a refund is to be issued. Upon successful export, a report shall be generated which includes a count of tickets to be refunded, total refund amount and the ticket numbers to be refunded.

Title: Refund Tickets

Data Source and Destination: Parking Enforcement > GenTax (ACE)

Frequency: Weekly (AM transfer)

See Attachment E for sample file with field definitions.

C

The System shall use its standard processes and tools to import payment information.

Title: Payment Information

Data Source and Destination: GenTax (ACE) > Parking Enforcement

Frequency: Daily (PM transfer)

See Attachment E for sample file with field definitions.

C

The System shall use its standard processes and tools to export vehicle characteristics for which owner information is unknown and convey that to a specified network location for upload to State DMVs and VCIN. The System shall track the number of extracts and after 3 extracts shall not extract the vehicle characteristics again.

Title: Vehicle Characteristics for Owner Lookup

Data Source and Destination: Parking Enforcement > Network Location

Frequency: On Demand

See Attachment E for sample file with field definitions.

The System shall use its standard processes and tools to import State DMV and VCIN files to System owner contact and vehicle characteristics fields.

C

We export owner information for our DMV processing to other systems, but because this is a new interface, it will require customization. System interfaces are standard for certain processes.

#### 47 Interface

Title: Owner and Vehicle Data for Import

Data Source and Destination: Network Location > Parking Enforcement

Frequency: On Demand

See Attachment E for sample files with field definitions.

The System shall use its standard processes and tools to import Pay by Cell session and vehicle information, including zone #, license plate, parking start, parking end, and make it available to parking enforcement personnel via the field device.

S

#### 48 Interface

Title: Pay by Cell Transactions

Data Source and Destination: Parkmobile > Parking Enforcement

Frequency: Real Time, On Demand

S

#### 49 Interface

The System shall use its standard processes and tools to import stolen tag and stolen vehicle information and make it available to parking enforcement personnel via the field device.

Title: Vehicle License Plate Check

Data Source and Destination: VCIN and NCIC > Parking Enforcement

Frequency: Real Time, On Demand

- 50 Interface S The System shall support ASCII format data files and secure, web-based APIs for
- 51 Interface S scheduled income and outgoing interfaces and future data exchange.

- 52 Interface S The System shall include scheduling tools for batch processes and System interfaces.

- 53 Interface S The System shall provide error handling to notify specified users when an interface has failed to complete successfully, including the reason for the and/or records that caused the failure.

- 54 Interface S The System shall verify that all incoming and outgoing interfaces are completely received and loaded (incoming) or received only (outgoing).

- 55 Security S The System shall provide access logs of authorized users and intrusion detection and reporting.

- 56 Security S The System shall support database access security and provide the County with at least read-only access to the County data.

- 57 Security S The System shall support security profiles maintained by an application administrator to restrict or allow access by individual named user and/or by user roles to modules and screens.

- 58 Security S The System shall support security profiles maintained by an application administrator to restrict or allow viewing and editing of modules, screens and fields.

- 59 Security S The System shall automatically purge citation ticket records on a schedule defined by the County in order to remain in compliance with Virginia code on the retention schedules for records containing personally identifiable information.

- 60 Security S The System shall offer automatic user log off if a workstation is inactive for a specified period of time.

- 61 Security S The System shall lockout users who unsuccessfully attempt to login after a configurable number of tries.

- 62 Security S The System shall provide industry standard encryption for data at rest and while receiving or sending sensitive or confidential data via interface or integration.

- 63 Security S Xerox shall address any security breach within 8 hours with a permanent fix or patch and within 15 days with a permanent fix if needed.

- 64 Security S Xerox shall provide secure website browser access to the System, at least TLS 1.1 and shall disallow access via SSL version 3.0.

- 66 Security S The System shall mask password character entry from being displayed on the application login screen.

Most security breaches can be resolved and fixed within 8 hours.



The System shall use its standard processes and tools to export to a specified network location all citations, including citation number, vehicle make/model and license plate, date of violation, violation code and comments, issuing personnel, fee and status.

Title: New and Updated Citation Status

Data Source and Destination: Parking Enforcement > Police Records Management System

Frequency: Daily (1PM transfer)

67 Interface

S