

RESOLUTION OF THE CITY COUNCIL

No. 322

Approved August 3, 2016

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following Change Order #1 Contract Award by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

Xerox \$150,000.00
(Public Works)

IN CITY COUNCIL

AUG 02 2016

READ AND PASSED

PRES.

CLERK

I HEREBY APPROVE.

Mayor

Date:

8/3/16

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island
Office of the Internal Auditor

May 16, 2016

Ms. Lori Hagen
City Clerk's Office
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Lori:

I am writing to request that the following requested contract award be submitted to the City Council and the Finance Committee for approval.

- *Department of Public Works* – Approval of a Change Order #1 in an amount of \$150,000 to Xerox for the Processing of Environmental Tickets. This change order increases the total contract to \$354,000. The funding code for this contract is 101-106-53430.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", is written over the printed name.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc:

James Lombardi, City Treasurer/ Sr. Advisor to City Council
Alan Sepe, Director of Public Property
Russell P. Knight, Director of Public Works



CITY OF PROVIDENCE
Jorge O Elorza, Mayor

May 9, 2016

The Honorable Jorge O Elorza
Chairman, Board of Contract & Supply
City Hall
25 Dorrance Street
Providence, RI 02903

RE: Change Order 1 – Xerox – Processing of Environmental Tickets

Dear Mayor:

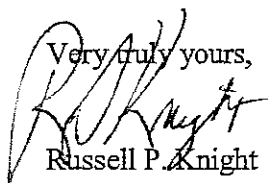
The Department of Public Works respectfully requests the award of Change Order No. 1 to Xerox. On November 4, 2013, the Board of Contract and Supply awarded the above bid based on volume of tickets issued.

This change order would increase the purchase order amount by \$150,000 to a revised award of \$354,000.00. This is the amount that will be needed to cover environmental ticket violation services for the 2015/2016 Fiscal Year.

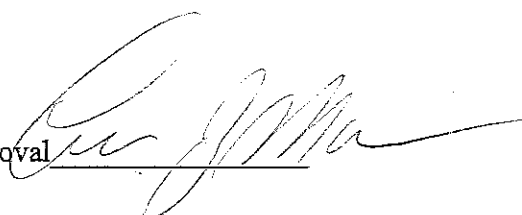
The above is charged to Account Code 1-101-106-53430

Thank your for your assistance and please feel free to call me if you have any questions.

Very truly yours,


Russell P. Knight
Director

RPK:cm

Finance Approval 

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905 401 467-7950 ph / 401 941-2567 fax
www.providenceri.com

CONTRACT BETWEEN
THE CITY OF PROVIDENCE AND
ACS STATE & LOCAL SOLUTIONS INC
TO PROVIDE
MUNICIPAL COURT PARKING AND MOVING
VIOLATIONS PROCESSING & MANAGEMENT SERVICES

July 2004

CONTRACT BETWEEN
THE CITY OF PROVIDENCE AND
ACS STATE & LOCAL SOLUTIONS, INC.
TO PROVIDE
MUNICIPAL COURT PARKING AND MOVING
VIOLATIONS PROCESSING & MANAGEMENT SERVICES

July 2004

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EXHIBITS

- I. CITY Request for Proposal (Incorporated by Reference
- II. Affiliated Computer Services State & Local Solutions Proposal (Incorporated by Reference

CONTRACT BETWEEN
THE CITY OF PROVIDENCE
AND ACS STATE & LOCAL SOLUTIONS, INC.

This CONTRACT is entered into by and between the City of Providence, a municipal corporation (hereinafter referred to as the "CITY"), and ACS State & Local Solutions, Inc., (hereinafter referred to as "CONTRACTOR"), to provide Municipal Court parking and moving violations processing and management services.

THE PARTIES AGREE AS FOLLOWS:

1. APPLICABLE DOCUMENTS

The CITY's Request for Proposals ("RFP") dated December 2003 (incorporated by reference as Exhibit I) and CONTRACTOR's Proposal dated February 2004 (incorporated by reference as Exhibit II) are attached to and form a part of this CONTRACT.

In resolving any conflict about the requirements or terms of this CONTRACT, the order of precedence shall be:

- This CONTRACT
- CITY's RFP - Exhibit I
- CONTRACTOR'S Proposal - Exhibit II

2. DEFINITIONS

As used herein, terms are as defined in the CITY's RFP.

3. ADMINISTRATION OF CONTRACT - CITY

3.1 CITY PROJECT DIRECTOR

CITY Project Director for this CONTRACT will be:

Director of Public Property 

3.2 RESPONSIBILITIES

CITY's Project Director, or designee, shall monitor and administer this CONTRACT to secure compliance with all of its objectives, technical standards, and requirements.

CITY's Project Director, or designee, shall schedule regular meetings with CONTRACTOR's Project Manager.

CITY's Project Director will provide direction to CONTRACTOR in the areas relating to policy, information requirements, and procedural requirements.

CITY's Project Director shall monitor CONTRACTOR's status reports for compliance with project requirements and schedules.

CITY's Project Director shall monitor CONTRACTOR's compliance with and quality of delivered product for all facets of the proposed service levels.

3.3 NOTICES

The Director of Public Property or his designee shall execute all notices or demands authorized or required to be under this CONTRACT on behalf of CITY.

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to CITY and/or CONTRACTOR at their addresses, designated below, or at such other address that CITY or CONTRACTOR shall have furnished in writing to the other.

If to CITY:
City of Providence
Attn: Director of Public Property
25 Dorrance Street
Providence, RI 02903

If to CONTRACTOR:
ACS State & Local Solutions, Inc.
Attn: Director of Contracts, Municipal Services
1835 Market Street
9th Floor
Philadelphia, PA 19103

3.4 APPROVAL OF INVOICES

All invoices submitted by the CONTRACTOR for payment must be approved by the Project Director or designee. If a portion of an invoice is disputed, the CITY shall notify the CONTRACTOR of the amount in dispute and shall approve for payment that portion of the invoice which is not in dispute.

ADMINISTRATION OF CONTRACT - CONTRACTOR

4.1 CONTRACTOR'S PROJECT MANAGER

CONTRACTOR's Project Manager shall be a full-time employee of CONTRACTOR, who shall be responsible for CONTRACTOR's day-to-day project activities.

4.2 RESPONSIBILITIES

CONTRACTOR agrees to provide the CITY all of the products and services specified at the described level in the CITY's RFP as stated in CONTRACTOR's Proposal and in this CONTRACT, including all enhancements and additional products and services which the CONTRACTOR's Proposal states shall be provided to the CITY at no additional cost.

4.3 MEETINGS

CONTRACTOR's designated Project Manager shall report as specified by the CITY's Project Director on operations under this CONTRACT including, but not limited to:

- A) Any difficulties encountered by CONTRACTOR which could jeopardize the completion of project schedules, or maintenance of the system at appropriate levels of service.
- B) Progress made in correcting deficiencies previously identified.

4.4 SUBMISSION OF INVOICES

CONTRACTOR shall submit to CITY's Project Director a monthly invoice in a format specified by the CITY, which shall include but not be limited to:

- A) Description of services and/or deliverables rendered during the period.
- B) Detailed accounting, including any supporting or authorizing documentation of billable services necessary for verification and evaluation of CONTRACTOR's charges. The documents shall include but not be limited to processing records, invoices and reports. Failure to adhere to specified formats or to submit the necessary supporting or authorizing documentation will cause the CITY to deny the expense.

PRODUCTS AND SERVICES

Pursuant to the provisions of this CONTRACT, CONTRACTOR shall:

- A) Process parking and moving violations for the Providence Municipal Court in full compliance with the Statement of Work detailed in the CITY's RFP, Exhibit I hereof.
- B) Provide a Parking Management Support System in full compliance with the CITY's RFP, Exhibit I hereof.

6. **PERIOD OF PERFORMANCE**

5 yrs + 2 yrs option

The Period of Performance shall commence upon both parties' execution of this CONTRACT and shall run for a period of five (5) years, unless sooner terminated as provided herein. This Contract may be extended, according to terms mutually agreed by the CITY and CONTRACTOR, for two (2) one-year periods. The request to execute each Contract extension shall be provided by the CITY to the CONTRACTOR at least ninety (90) days prior to the termination of the Contract term.

7. **CHANGES AND AMENDMENTS OF TERMS**

Any change or modification which affects the scope of work, period of performance, payments, or any other term and condition included in this Contract, shall be in writing and executed by the authorized officials of both parties. Until such modification or other direction is approved in writing, CONTRACTOR shall not be required to perform such changed effort.

8. **ITEMS AGREED TO BY CONTRACTOR AND CITY** - The following are clarifications of the CITY's RFP and the CONTRACTOR's Proposal and supercede the language contained therein. All other CONTRACT items are defined in the CITY's RFP and CONTRACTOR's Proposal in accordance with Article 1 of this CONTRACT.

8.1 **COMPREHENSIVE PER TICKET PRICE**

The CONTRACTOR shall be compensated by the CITY for the provision of a basic Court Case Management System and related violations processing services as follows:

- Tier 1 - \$2.67 per ticket up to 400,000 tickets issued in a contract year
- Tier 2 - \$2.42 per ticket for any tickets issued above 400,000 in a contract year

8.2 **DELINQUENT COLLECTION PRICE**

The CONTRACTOR shall receive contingency fee payments as follows:

- Tier 1 (\$0 - \$8,000,000 in delinquent collections) 18% ?
- Tier 2 (\$8,000,001 and above in delinquent collections) 14%*

LDC

Two percent (2%) of the Tier 2 contingency fee will be dedicated to a "technology fund" which can be used by the CITY to purchase technology services and upgrades from the CONTRACTOR for the Municipal Court and Police Department.

For purposes of contingency fee payments under Tier 1 and Tier 2, delinquent collections shall not include meter revenues from current or replacement meters. Delinquent collections shall include all payments made more than 32 days after ticket issuance or after a citizen's scheduled hearing date, whichever comes later.

Upon execution of this Contract, the CITY shall cease assignment of unpaid tickets to any collections vendors, recall any tickets previously assigned to collections vendors, notify collections vendors to cease all collections activities, and take all appropriate steps to turn over all the backlog to the CONTRACTOR as soon as contractually allowed.

8.3 PARKING METER SERVICES

CONTRACTOR shall replace existing meters with single-space, single pole double head electronic meters, or multi-space meters capable of accepting non-cash payment media. Single-space meters shall have the capability to integrate with multi-space meters. Configurations of single-space and multi-space meters must be agreed to by both CITY and CONTRACTOR and multi-space meters will not exceed ten. If the CITY desires additional multi-space meters (configurations, the CITY and CONTRACTOR shall negotiate terms for installation, integration, and operation. The City will waive all permitting fees for meter replacement and new installation.

CONTRACTOR shall perform all meter maintenance and collections of existing meters as well as new meters installed during the contract term. Standard operating procedures for maintenance and collections will be agreed during the implementation period.

8.4 HANDHELD TICKET WRITING EQUIPMENT

CONTRACTOR shall provide an additional six (6) handheld ticket writing devices, of the CONTRACTOR's choosing, for use by the Brown University security force at no additional cost.

8.5 TICKET ISSUANCE

The CONTRACTOR's scope of service and technology deliverables are based on the CITY's good faith estimate of four hundred thousand (400,000) average annual ticket issuance over the first three (3) years of this Contract. If this is not achieved, the comprehensive per ticket price will be adjusted over the last two (2) years of the Contract to make up for this shortfall.

from Brown
?

The CITY will make a good faith effort to maintain 23 Parking Enforcement Officers on the street during peak enforcement periods, including those at Brown University.

8.6 OTHER SERVICES

POSTAGE

Postage costs for the CITY's 14-day notice shall be reimbursed to the CONTRACTOR at cost. The CONTRACTOR shall obtain the most favorable postage rates available.

\$

At the City's option, to assist the CITY in tracking racial profiling data, CONTRACTOR shall receive \$2.42 for each moving violation posted to a racial profiling database to be maintained by the CONTRACTOR. This database shall include report writing capability to allow analysis of racial profiling data.

Racial Profiling

CONTRACTOR shall provide its imaging and Racial Profiling Program ("RPP") systems at no cost to the CITY in Year 2 provided that the CITY's ticket issuance in Year 1 exceeds 300,000.

? on truck

\$

CONTRACTOR shall be allowed to charge a \$3.00 convenience fee to citizens for each pay-by-web and pay-by-phone payment processed

?

9. GENERAL CONTRACT REQUIREMENTS

9.1 CONFIDENTIALITY OF INFORMATION

CONTRACTOR hereby agrees to hold confidential all information obtained pursuant to this CONTRACT unless otherwise authorized by CITY.

9.2 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this CONTRACT to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services to clients and to sustain itself, CITY shall not inhibit CONTRACTOR from publicizing its role under this CONTRACT. All publicity materials shall be developed in a professional and accurate manner.

9.3 PROPRIETARY CONSIDERATIONS

CITY and CONTRACTOR agree that all materials and information produced pursuant to this CONTRACT, with the exception of the CITY's data maintained in the CONTRACTOR's system, shall be the sole property of CONTRACTOR, and that CONTRACTOR'S work papers and all system hardware, software, system

documentation and manuals are and shall remain the sole property of the CONTRACTOR.

Any material and information produced under this CONTRACT which the CONTRACTOR considers to be proprietary and confidential shall be plainly and prominently marked by CONTRACTOR as "Trade Secret," "Proprietary," or "Confidential."

CITY agrees not to reproduce or distribute CONTRACTOR's proprietary material to non-CITY agencies without the prior written permission of the CONTRACTOR. CITY further agrees to only distribute such proprietary materials to CITY agencies on a need-to-know basis.

CITY's obligation pursuant to this Article shall not apply to any material, data or information not plainly or predominantly marked with restrictive legends as set forth herein, or if disclosure of any material, data or information is required under the Access to Public Records Act, or pursuant to the order of any court.

9.4 APPLICABLE LAW, INTERPRETATION AND ENFORCEMENT

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of Rhode Island, and the CITY including but not limited to laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This CONTRACT shall be enforced and interpreted under the laws of the State of Rhode Island. CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this CONTRACT.

If any part, term or provision of this CONTRACT shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this CONTRACT, the validity of the remaining portions of provisions shall not be affected thereby.

In the event that any new or amended statutory or judicial authority causes a material change in the Statement of Work herein, the parties agree to negotiate a change order for a new scope and price consistent with the material change.

9.5 TERMINATION - Either CONTRACTOR or the CITY shall have the right to terminate this Contract:

- 9.5.1 Termination for Cause: for a material breach or default by either CONTRACTOR or the CITY of the terms and conditions of this Contract or the attachments hereto; provided, however, that the non-defaulting party shall first have notified the other party in writing of the proposed default, and the specific grounds therefore, and given the other party a thirty (30) day

period to cure or to demonstrate that such cure cannot be effected within thirty (30) days and be diligently working towards such cure.

9.5.2 Force Majeure: Except for the obligation to pay amounts due and owing by CITY, neither party shall be liable for any delay or failure of performance due to any reason or unforeseen circumstance beyond the affected party's reasonable control, including acts of God, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, epidemics, or labor disputes. The obligations and/or rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of excusable delay. However, in the event that a Force Majeure event shall last for more than thirty (30) days, either party may terminate this Contract upon written notice to the other party. The requesting party shall treat such termination as a termination for convenience.

9.5.3 Termination for Convenience: CITY may terminate this Contract without cause and in its sole discretion at any time by giving CONTRACTOR thirty (30) days written notice of such termination. In the event of a termination for convenience, CONTRACTOR shall be paid any fees due at the time of termination, plus any and all reasonable costs incurred at the request of CITY in terminating the operation of the program. In addition, CONTRACTOR shall be paid an amount representing a recovery of any and all of the un-amortized Program costs. Further, the Contractor shall be entitled to recover its subcontractor settlement costs, employee reduction-in-force and relocation costs, the administrative and professional costs associated with preparing the termination proposal and a reasonable profit thereon.

9.5.4 Termination for Convenience by the CONTRACTOR: CONTRACTOR may terminate this Contract without cause and in its sole discretion at any time by giving the CITY ninety (90) days written notice of such termination.

9.6 RECORDS AND AUDITS

CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain accurate and complete employment records and other records relating to its performance of this Contract. CONTRACTOR agrees that the CITY, or its authorized representatives, upon reasonable notice, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract during normal business hours. Such material shall include applicable financial records (except that it shall not include CONTRACTOR's costing rates, actual costs and profit), time cards, and other

necessary employment records (subject to applicable confidentiality restrictions). Records shall be kept and maintained by CONTRACTOR and shall be made available to the CITY during the term of this Contract and for a period of one year thereafter, unless a longer period is required by Federal or State regulation. All such material shall be maintained by CONTRACTOR. The CITY agrees to maintain the confidentiality of such materials, at a minimum, in accordance with the provisions of Article 9.3, Proprietary Considerations.

9.7 PERSONNEL

9.7.1 It is understood and agreed that CONTRACTOR is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of CITY. CONTRACTOR shall have no power to incur any debt, obligation or liability on behalf of the CITY, or otherwise act on behalf of the CITY as an agent.

9.7.2 CONTRACTOR shall be solely responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract, all employee compensation and benefits. CITY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, and local taxes, or other compensation, benefits, or taxes, for any personnel provided by or on behalf of CONTRACTOR.

9.7.3 CONTRACTOR understands and agrees that all persons directly hired by CONTRACTOR and performing work under this Contract are, for purposes of workers' compensation liability, the sole employees of CONTRACTOR or its subcontractors or suppliers and not employees of the CITY. CONTRACTOR shall be solely liable and responsible or require its subcontractors to be responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

9.8 SUBCONTRACTING

No performance of this CONTRACT or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of CITY which shall not be unreasonably withheld. Any subcontractors identified in the CONTRACTOR's proposal shall be deemed to be pre-approved unless otherwise notified by the CITY. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this CONTRACT without express written consent of CITY shall be null and void and shall constitute a breach of the terms

of this CONTRACT. In the event of such a breach, this CONTRACT may be terminated forthwith.

9.9 INDEMNIFICATION AND INSURANCE

9.9.1 Subject to the provisions of Article 9.16, CONTRACTOR agrees to indemnify, defend and hold harmless the CITY and its officers, employees and agents against any and all threatened or pending claims, actions, losses and damages (including all costs and expenses and reasonable attorney fees including costs incurred by City Solicitor) arising out of or in connection with the negligent or willful misconduct of CONTRACTOR, its employees and agents.

9.9.2 CITY agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, directors, shareholders, affiliates, employees and agents against any and all threatened or pending claims, actions, losses and damages of any kind (including all costs and expenses and reasonable attorney fees including costs incurred by City Solicitor) arising out of or in connection with the negligent or willful misconduct or intentional wrong of the CITY, its employees or agents.

9.10 INSURANCE POLICY REQUIREMENTS

9.10.1 CONTRACTOR shall purchase and maintain the insurance required in this paragraph. CONTRACTOR shall maintain, at its own expense, Commercial General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. All insurance required to be purchased and maintained by CONTRACTOR shall be obtained from insurance companies that are duly licensed or authorized in the State of Rhode Island.

9.10.2 CONTRACTOR shall furnish the CITY a standard certificate of liability insurance in which the CITY is an additional insured with CONTRACTOR.

9.10.3 CONTRACTOR will maintain a program of workers' compensation insurance in an amount and form to meet all applicable requirements, including employer's liability. This insurance shall protect CONTRACTOR against all claims under Rhode Island worker's compensation laws. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a worker's compensation law. CONTRACTOR shall require each subcontractor similarly to provide worker's compensation insurance for all of the latter's employees to be engaged in such work.

9.11 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all applicable **provisions** of the Federal Fair Labor Standards Act, and shall **indemnify**, defend, and hold harmless the CITY, their officers, employees **and agents from any** and all liability, including, but not limited to, wages, overtime pay **and penalties**, arising under any wage and hour law including but not limited to the **Federal Fair Labor Standards Act**, for work performed by CONTRACTOR's **employees**.

9.12 NON-DISCRIMINATION REQUIREMENTS

CONTRACTOR shall not discriminate on **the** basis of race, gender, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of employees, subcontractors, vendors or suppliers. CONTRACTOR understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in **contract** termination, debarment, or **other** sanctions. This language shall be in contracts between CONTRACTOR **and** any subcontractors, vendors and suppliers.

9.13 CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings used in this Contract are for convenience only and are not part of this Contract and shall not be used in construing this Contract.

9.14 WAIVER

No waiver of any breach of any provision of this Contract shall constitute a waiver of any other breach of such provision. Failure of any party to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The specific rights and remedies set forth in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

9.15 AUTHORIZATION

Both parties represent and warrant that the person executing this Contract for that party is an authorized agent who has actual authority to bind that party to each and every term, condition, and obligation of this Contract and that all requirements of both parties have been fulfilled to provide such actual authority.

9.16 DAMAGES

Both parties agree that no party to this Contract shall be held responsible for any consequential, indirect, special or exemplary damages arising out of its negligent or wrongful performance.

9.17 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, this provision shall not be deemed to authorize CONTRACTOR to assign or otherwise transfer its rights and obligations under this Contract without prior approval of the CITY, which such approval shall not be unreasonably withheld. Any assignment or transfer without prior approval of the CITY shall be void.

9.18 ENTIRE CONTRACT

This Contract supercedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any parties, which are not embodied herein.

9.19 EXECUTION

This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties. In approving this Contract, it shall not be necessary to produce or account for more than one such counterpart.

9.20 INFORMAL DISPUTE RESOLUTION

At the request of either party, the parties will attempt to resolve any dispute arising under or relating to the Contract, through an informal resolution process mutually agreed to by the parties.

9.21 MISCELLANEOUS

9.21.1 Notice of Delays: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this CONTRACT, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

9.21.2 Excusable Delays: In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or local government in either sovereign or contractual capacity, acts of terrorism, fires, floods; epidemics; quarantine restrictions; strikes;

and freight embargoes or delays in transportation and delivery; to the extent that they are not caused by the party's willful or negligent acts or omissions, and to the extent that they are beyond the party's reasonable control.

9.21.3 Additional Services In the event that the CITY desires the CONTRACTOR to perform additional services related to violations processing, moving violation analysis, public safety, automated issuance programs, parking management consulting services, on street/off street parking management services, court operations, records management, etc. not specifically outlined under this scope of work, the CITY and CONTRACTOR may mutually agree to terms and conditions for the provision of such services. Such agreement shall be administered in accordance with Article 7 of this Contract.

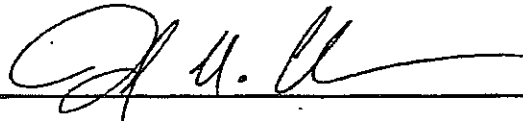
10. STATEMENT OF UNDERSTANDING

This CONTRACT, and the Exhibits thereto constitute the complete statement of understanding between the parties which supercedes all previous contract.

IN WITNESS WHEREOF, CITY and CONTRACTOR have caused this Contract to be signed
by their duly authorized officers or representatives on the day and year as written.

CITY:

CITY OF PROVIDENCE, RHODE ISLAND

By: 

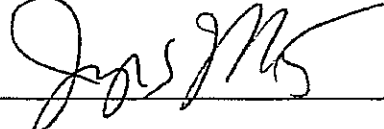
Print Name: DAVID H. CICELLINÉ

Title: MAYOR

Date: 22 JULY 04

CONTRACTOR:

ACS STATE & LOCAL SOLUTIONS, INC.

By: 

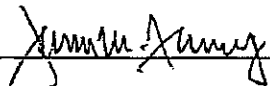
Print Name: JOSEPH M. FERNANDEZ

Title: SUP & MGR

Date: JULY 26, 2004

I HEREBY APPROVE the form and legality of the foregoing Contract.

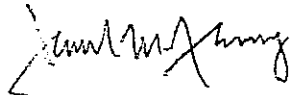
JOSEPH M. FERNANDEZ, CITY SOLICITOR

By: 

Print Name: JOSEPH M. FERNANDEZ

Title: CITY SOLICITOR

Date: 22 JULY 2004


JOSEPH M. FERNANDEZ
CITY SOLICITOR
22 JULY 2004

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: June 1, 2004

TO: Acting Purchasing Director

SUBJECT: PARKING & MOVING VIOLATIONS PROCESSING &
MANAGEMENT SERVICES-DEPARTMENT OF PUBLIC
PROPERTY.

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Acting Purchasing Director be authorized to engage ACS (Affiliated Computer Services), 270 Congress Street, 5th floor, Boston, MA 02210, low bidder, for Parking & Moving Violations Processing & Management Services, in the amount of Two Dollars and Sixty Seven (\$2.67) Cents per ticket plus 18 % for delinquency collections, all in accordance with the offer of said firm submitted January 13, 2004.

cc:Pur.Dir.
Fin.Dir.
Contr.
P. Property.
File

A handwritten signature in cursive script, reading "Michael R. Clement".

City Clerk

AMENDMENT OF AGREEMENT
BETWEEN
THE CITY OF PROVIDENCE, RHODE ISLAND
AND
ACS STATE & LOCAL SOLUTIONS, INC.
FOR
MUNICIPAL COURT PARKING AND MOVING VIOLATIONS PROCESSING
AND
MANAGEMENT SERVICE
AMENDMENT NO. 3

This AMENDMENT NO. 3 ("Amendment") is made and entered into by and between the City of Providence ("the City") and ACS State & Local Solutions, Inc. ("ACS"), a New York corporation having its place of business at 1800 M Street, NW, Washington, DC 20036.

WHEREAS the City and ACS have previously entered into a Contract executed on 24 September 2004 in support of the Municipal Court Parking and Moving Violations Processing and Management Services Program ("Contract");

WHEREAS the City and ACS now desire to modify certain compensation provisions of the Contract; and

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

1. Section 8.1 - Comprehensive Per Ticket Price is amended by deleting Section 8.1 in its entirety and replacing as follows:

ACS shall be compensated by the City for the provision of parking and moving violations processing and management services at a rate of \$2.84 per parking ticket issued price.

2. Section 8.2 - Delinquent Collection Price is amended by deleting Section 8.2 in its entirety and replacing as follows:

ACS shall receive contingency fee payments at a contingency collection rate of 18%. Delinquent collections shall include all payments made more than thirty-two (32) days after ticket issuance or after a citizen's scheduled hearing date, whichever comes later.

3. Section 8.3 - Parking Meter Services is amended by adding the following to the existing Section 8.3:

ACS shall replace or repair up to 100 nonfunctioning meters per year, each year starting on January 1, 2010.

4. Section 8.4 – Handheld Ticket Writing Equipment is amended by adding the following to the existing Section 8.4:

ACS shall provide thirty-four (34) new handheld ticket writing devices to the City starting on January 1, 2010.

5. Section 8.5 – Ticket Issuance is amended by adding the following to the existing Section 8.5:

Pricing is based on parking ticket issuance exceeding 300,000 tickets on an annual basis per the contract term; If ticket issuance of more than 300,000 is not achieved, the parties will negotiate a mutually agreed upon increase to the per ticket price to make up for this shortfall.

6. Term – Contract Extension. The City and ACS agree to modify the Contract Term and add an additional period of three (3) years, commencing on January 1, 2009 with two (2) one year renewal options to be exercised upon mutual agreement by ACS and the City prior to the expiration of the extension term.

7. Consideration. In consideration for the Municipal Court Parking and Moving Violations Processing and Management Services Contract extension, ACS will provide a credit of \$375,000, offsetting the remaining amounts owed as a result of the City not meeting the minimum issuance levels agreed to during the first three years of the contract

6. Order of Precedence. Except as otherwise specifically provided herein, this Amendment 3 controls any and all conflicts between this Amendment and the Agreement with respect to the agreement contained herein.

All other provisions of the original Contract shall remain in effect and full force.

IN WITNESS WHEREOF, the City and ACS have caused this Amendment 3 to be signed by the duly authorized officers or representatives of each party on the day and year set forth below.

CITY:

CITY OF PROVIDENCE, RHODE ISLAND

By: 

Print Name: DAVID N. Cialline

Title: MAYOR

Date: 1/2/09

CONTRACTOR

ACS STATE & LOCAL SOLUTIONS, INC.

By: 

Print Name: Mark J. Telber

Title: Mary, Director

Date: 12/30/08

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: October 27, 2008

TO: Acting Purchasing Director

SUBJECT: APPROVAL TO EXTEND THE CONTRACT WITH AFFILIATED
COMPUTER SERVICES (ACS) APPROVED ON JUNE 1, 2004, FOR
PARKING AND MOVING VIOLATIONS PROCESSING
MANAGEMENT SERVICES - DEPARTMENT OF PUBLIC
PROPERTY.

CONSIDERED BY: Board of Contract and Supply

DISPOSITION: VOTED: that the Board of Contract and Supply hereby
authorizes approval to extend the contract with Affiliated
Computer Services (ACS) approved on June 1, 2004, for
Parking and Moving Violations Processing Management
Services, for an additional 3 years effective January 1,
2009, at the same rate of Two Dollars and Eighty Four
(\$2.84) Cents per ticket issued and 18% fee on all
uncollected fines after all attempts to collect by the
municipal court have failed. ACS will also provide 34 new
computerized handheld ticket devices to help streamline the
violation and capture process starting in January 2010, all
in accordance with the request of Alan R. Sepe, Acting
Director, in communication dated October 21, 2008.

cc: Pur.Dir.
Contr.
P. Property ✓
File

Alan M. Sepe
City Clerk

#4
P

CITY OF PROVIDENCE
Angel Taveras, Mayor

AUG 15 2012
LAW DEPARTMENT

December 12, 2011

The Honorable Angel Taveras
Chairman, Board of Contract and Supply
Providence City Hall
Providence, RI 02903

Amendment #4

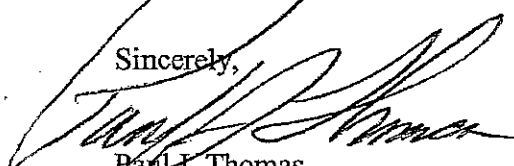
RE: Parking Tickets
Contract Extension-ACS State & Local Solutions, Inc.
For Municipal Court Parking and Moving Violations Processing and Management
Service Amendment No. 3

Dear Mayor Taveras:

Pursuant to the provisions of Amendment No. 3 of the Agreement between the City of Providence and ACS State and Local Solutions, Inc., for Municipal Court Parking and Moving Violations Processing and Management Service, I am respectfully requesting that the contract be renewed for one (1) year under item 6 of the Amendment. The current contract's pricing is \$2.84 per ticket issued and a contingency fee of 18% for any ticket paid after 32 days of issuance, with an estimated value of \$907,000.00.

ACS is presenting a contract amendment for pricing for the ne year extension which will reduce the per ticket price to \$2.73 per ticket issued up to 300,000 tickets. Any ticket issued beyond 300,000 will be billed at \$2.58. The estimated savings based upon the current year's ticket issuance will be \$36,545.00. The cost code for this contract is 101-106-53500. On June 1, 2004, The Board of Contract and Supply awarded the above contract to ACS. The Board also awarded an extension of the contract to ACS on October 27, 2008.

Sincerely,



Paul J. Thomas
Director of Public Works
City of Providence

cc: Leo J. Perrotta, Parking Administrator

DEPARTMENT OF PUBLIC WORKS
700 Allens Avenue Providence, Rhode Island 02905
401 467 7950 ph | 401 941 2567 fax
www.providenceri.com

AMENDMENT OF AGREEMENT

BY AND BETWEEN

THE CITY OF PROVIDENCE, RHODE ISLAND

AND

ACS STATE & LOCAL SOLUTIONS, INC.

FOR

MUNICIPAL COURT PARKING AND
MOVING VIOLATIONS PROCESSING AND MANAGEMENT SERVICE

AMENDMENT NO. 4

This AMENDMENT NO. 4 ("Amendment") is made and entered into on this 7th day of December, 2011 between the City of Providence ("the City") and ACS State & Local Solutions, Inc. ("ACS"), a New York corporation located at 12410 Milestone Center Dr., Germantown, MD 20876.

WITNESSETH

WHEREAS the City and ACS have previously entered into a Contract executed on 24 September 2004 in support of the Municipal Court Parking and Moving Violations Processing and Management Services Program ("Contract"); as amended by Amendment No. 3, dated as of Dec 30, 2008; and

WHEREAS the City and ACS now desire to modify certain compensation provisions of the Contract and to exercise the option to extend the Term;

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

I. Section 8.1 of the Contract, Comprehensive Per Ticket Price, as amended by paragraph 1. of the Amendment No. 3, is hereby amended by deleting the text and replacing it with the following:

City shall pay ACS on a per-ticket-issued basis according to the following tiered pricing schedule;

- Tier 1- \$2.73 per ticket up to 300,000 tickets issued in a contract year (5% discount)
- Tier 2- \$2.58 per ticket for any tickets issued above 300,000 in a contract year (10% discount)

II. TERM of the Contract, as amended by paragraph 6. of the Amendment No. 3, which provides for two (2) one-year renewal options to be exercised upon mutual agreement between the parties; THE PARTIES HEREBY EXERCISE THE FIRST ONE-YEAR OPTION, which shall commence on Jan 1, 2012 and expire Dec 31, 2012.

All other provisions of the Agreement shall remain in effect and in full force.

IN WITNESS WHEREOF, Vendor and ACS have caused this Amendment to be signed by the duly authorized officers or representatives of each Party on the day and year set forth hereinabove.

ACS STATE & LOCAL SOLUTIONS, INC.

THE CITY OF PROVIDENCE, RHODE ISLAND

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

AMENDMENT of AGREEMENT

BY AND BETWEEN

THE CITY OF PROVIDENCE, RHODE ISLAND

AND

XEROX STATE & LOCAL SOLUTIONS, INC.

FOR

MUNICIPAL COURT PARKING AND
MOVING VIOLATIONS PROCESSING AND MANAGEMENT SERVICE

AMENDMENT NO. 5

This AMENDMENT NO. 5 ("Amendment"), is entered into effective as of the 7th day of January, 2013 ("Effective Date") by and between the City of Providence, RI ("City") and XEROX State & Local Solutions, Inc. ("XSLS"), formerly known as "ACS State & Local Solutions, Inc.", located at 12410 Milestone Center Dr., Germantown, MD 20876, referred to individually as "party" and collectively as "parties."

WITNESSETH

WHEREAS the City and XSLS have previously entered into a Contract executed on 24 September 2004 in support of the *Municipal Court Parking and Moving Violations Processing and Management Services Program* ("Contract"), as last modified by Amendment No. 4, effective as of Dec 7, 2011 ("AMD 4"); and

WHEREAS the City and XSLS now desire to further modify the Contract in order to effect an extension of the period of performance.

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

I. Paragraph 6. PERIOD OF PERFORMANCE

The following text shall be added to the end of Paragraph 6. of the Contract, as modified by AMD 4:

"The parties agree that upon the expiration of the current term on Dec 31, 2012, an extension term of one (1) calendar month shall automatically commence as of Jan 1, 2013 and shall automatically renew for successive one (1) calendar month terms until such time as the parties agree to a subsequent fixed annual term or alternatively, either party notifies the other in writing that the Contract is terminated, such termination becoming effective thirty (30) days from receipt of such notice."

II. Sub-Paragraph 8.2. DELINQUENT COLLECTION PRICE

The following text shall amend Sub-Paragraph 8.2 of the Contract, as modified by AMD 4:

"Delinquent collection shall include all payments made more than 32 days after ticket issuance or after a citizen scheduled hearing date, whichever comes later, but shall not include payments made more than two (s) years after ticket issuance."

Nothing herein shall prevent the CITY from assigning unpaid tickets that have been outstanding or unpaid for two (2) years or longer from the date of issuance, and the CITY and CONTRACTOR agree and recognize that any right to the collection of said tickets is the sole and exclusive property and right of the CITY.

III. Paragraph 9.5. TERMINATION

The following text shall be added to the end of Paragraph 9.5 as Sub-Paragraph 9.5.5:

"Exception: In the event the Contract is under a month-to-month extension after the expiration of the current term on Dec 31, 2012, as is provided for in Paragraph 6 of the Contract, the provisions of sub-paragraphs 9.5.3 and 9.5.4 shall not be binding on either the CONTRACTOR or the CITY.

Except as herein expressly modified, the Contract, is ratified and confirmed, and remains in full force and effect.

IN WITNESS WHEREOF, CITY and XSLS have caused this Amendment to be signed by the duly authorized officers or representatives of each party on the day and year set forth hereinabove.

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



Signature

Mark J Talbot

Print Name

Senior Vice President

Title

CITY OF PROVIDENCE, RI



Signature

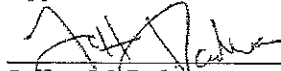
Angel Taveras

Print Name

Mayor

Title

Approved as to form and acceptable to me:



Jeffrey M. Padwa
City Solicitor

AMENDMENT OF AGREEMENT

BY AND BETWEEN

THE CITY OF PROVIDENCE, RHODE ISLAND

AND

XEROX STATE & LOCAL SOLUTIONS, INC.

FOR

MUNICIPAL COURT PARKING AND
MOVING VIOLATIONS PROCESSING AND MANAGEMENT SERVICE

AMENDMENT NO. 6

This AMENDMENT NO. 6 ("AMD 6"), is entered into effective as of June 1, 2014 ("Effective Date") by and between the City of Providence, RI ("City") and XEROX State & Local Solutions, Inc. ("XSLs"), formerly known as "ACS State & Local Solutions, Inc.", located at 12410 Milestone Center Dr., Germantown, MD 20876, referred to individually as "party" and collectively as "parties."

WITNESSETH

WHEREAS City and XSLs have previously entered into a Contract executed on September 24, 2004 in support of the *Municipal Court Parking and Moving Violations Processing and Management Services Program* ("Contract"), as last modified by Amendment No. 5, effective as of January 7, 2013 ("AMD 5"); and

WHEREAS City and XSLs now desire to further modify the Contract in order to effect changes in period of performance, scope of services and price.

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

I. Paragraph 6. PERIOD OF PERFORMANCE

Paragraph 6. of the Contract, as modified by AMD 5, is hereby stricken in its entirety and replaced with the following text:

The parties agree that upon the expiration of the term on Dec 31, 2012, an extension term of one (1) calendar month shall automatically commence as of Jan 1, 2013 and shall automatically renew for successive one (1) calendar month terms through May 31, 2014.

As of the expiration of the last one (1) calendar month term on May 31, 2014, the Period of Performance shall automatically be extended as follows:

- (a) Five (5) years, commencing June 1, 2014 and expiring May 31, 2019 ("TERM") unless earlier terminated as provided for herein; and
- (b) City has the exclusive right to extend the TERM for an additional period of three (3) years ("Option Term") by providing written notice to that effect to XSLs at least sixty (60) days prior to the expiration of the TERM on May 31, 2019.

II. Sub-Paragraph 8.1 COMPREHENSIVE PER TICKET PRICE

Sub-Paragraph 8.1 of the Contract, as modified by AMD 5, is hereby stricken in its entirety and replaced with the following text:

A. City shall pay XSLs on a per-ticket-issued basis according to the following pricing schedule for each year of the TERM:

- Year 1: \$1.23 per ticket
- Year 2: \$1.70 per ticket
- Year 3: \$2.17 per ticket
- Year 4: \$2.64 per ticket
- Year 5: \$3.11 per ticket
 - o If City elects to exercise its right to the Option Term prior to the end of Year 4 (December 31, 2017), then the per ticket price for Year 5 shall be \$2.70

B. City shall pay XSLs on a per-ticket-issued basis at \$2.73 for the Option Term.

C. XSLs agrees to provide City a one hundred thousand dollar (\$100,000) invoice credit ("Invoice Credit") on services performed in May 2014 and June 2014. The Invoice Credit shall be applied equally over the two (2) period.

III. Sub-Paragraph 8.2 DELINQUENT COLLECTION PRICE

Sub-Paragraph 8.2 of the Contract, as modified by AMD 5, is hereby stricken in its entirety and replaced with the following text:

City shall pay XSLs a collections contingency fee for delinquent collections at a rate of eighteen percent (18%) for parking violation tickets and red light violation tickets which are between thirty two (32) days and ninety (90) days past the date of ticket issuance.

XSLs shall provide a Managed Receivables collections process for parking violation tickets and red light violation tickets which are between ninety (90) days and two (2) years past the date of ticket issuance. City shall pay XSLs a collections contingency fee of twenty-five percent (25%) of total revenues collected.

Delinquent red light violation tickets will be assigned to this Contract

IV. Paragraph 8.4. HANDHELD TICKET WRITING EQUIPMENT

Sub-Paragraph 8.4 of the Contract, as modified by AMD 3, effective as of Jan 2, 2009, is hereby stricken in its entirety and replaced with the following text:

XSLS shall provide a complete refresh of up to thirty-five (35) Radix FW950 handheld enforcement units programmed with a meter outage screen. Handheld units will have the XSLS PocketPEO™ enforcement application installed.

XSLS will refresh the City's handheld units with state-of-the-art enforcement equipment appropriate for the Providence on-street parking enforcement environment during year two (2) of the TERM and year six (6) of the TERM if City elects to exercise the Option Term.

V. Sub-Paragraph 8.6 OTHER SERVICES

The last sentence of Sub-Paragraph 8.6 of the Contract is hereby stricken in its entirety and replaced with the following text:

XSLS shall assess end users a three dollar fifty cents (\$3.50) convenience fee per "pay-by-web" and "pay-by-phone" transactions. A transaction may include multiple tickets. XSLS shall pay for the credit card processing and interchange fees.

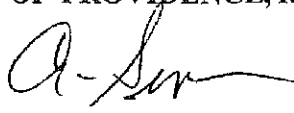
Except as herein expressly modified, the Contract, is ratified and confirmed, and remains in full force and effect.

**** EXECUTION PAGE FOLLOWS****

IN WITNESS WHEREOF, CITY and XSLS have caused this Amendment to be signed by the duly authorized officers or representatives of each party on the day and year set forth hereinabove.

CITY OF PROVIDENCE, RHODE ISLAND

By:



Print Name: ALAN SERE

Title: Director of Operations

Date: 6/30/14

XEROX STATE & LOCAL SOLUTIONS, INC.

By

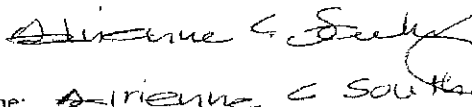


Title: SVP

Date: 6/27/14

I HEREBY APPROVE the form and legality of the foregoing Agreement.

CITY Solicitor



Print Name: Adrienne C Southgate

Title: Deputy City Solicitor

Date: June 30, 2014

AMENDMENT NO. 7 OF AGREEMENT

BY AND BETWEEN
THE CITY OF PROVIDENCE, RHODE ISLAND
AND
XEROX STATE & LOCAL SOLUTIONS, INC.
FOR
MUNICIPAL COURT PARKING AND
MOVING VIOLATIONS PROCESSING AND MANAGEMENT SERVICE

This AMENDMENT No. 7 ("AMD 7"), is entered into effective as of May 1, 2015 ("Effective Date") by and between the City of Providence, Rhode Island ("City") and XEROX State & Local Solutions, Inc. ("XSLs"), formerly known as "ACS State & Local Solutions, Inc.", located at 12410 Milestone Center Dr., Germantown, MD 20876, referred to individually as "party" and collectively as "parties."

WITNESSETH

WHEREAS, City and XSLs have previously entered into a Contract executed on September 24, 2004 in support of the *Municipal Court Parking and Moving Violations Processing and Management Services Program* ("Contract"), as last modified by Amendment No. 6, effective June 1, 2014; and

WHEREAS, City and XSLs now desire to further modify the Contract in order to effect changes of scope of services relating to postage costs for Notices and Correspondences and the responsibilities of the City and Xerox pertaining to these costs;

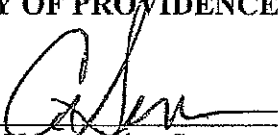
NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, City and XSLs mutually agree to the following amendment of the Contract:

Section 8.6 -Other Services of the Original 2004 Contract- Amend to read "Postage costs for all City notices and correspondence are the responsibility of the City of Providence and shall be reimbursed to the Contractor (XEROX) at cost. Xerox will be responsible for all postage costs for LDC Collection and Managed Receivables notices."

IN WITNESS WHEREOF, CITY and XSLs have caused this Amendment to be signed by the duly Authorized officers or representatives of each party on the day and year set forth hereinabove.

CITY OF PROVIDENCE, RHODE ISLAND

By:



Print Name: Alan Sepe
Title: ~~Acting Director of Public Property~~
Director of operations

XEROX STATE & LOCAL SOLUTIONS, INC.

By:



Print Name: Brett A. Peze

Title: Vice President

Approved as to form and correctness:



Jeffrey Dana, City Solicitor