



E-76-20

**NIFS ID:CLCL20000002      Department: County Clerk****Capital:**

SERVICE: Final Year Extention of Document Management System

Contract ID #:CFCL14000001

NIFS Entry Date: 15-MAY-20

Term: from 01-JUL-19 to 31-DEC-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: Avenu Enterprise Solution, LLC	Vendor ID#: [REDACTED]
Address: 5860 Trinity Pkwy Ste 120 Centerville, VA 20120	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: John Butler, Fiscal Officer
Address: 240 Old Country Road Room 109 Mineola, NY 11501 Phone: 516-571-4365

**Routing Slip**

Department	NIFS Entry: X	14-MAY-20 -- JBUTLER
Department	NIFS Approval: X	14-MAY-20 -- JBUTLER
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-MAY-20 -- IQURESHI
OMB	NIFS Approval: X	14-MAY-20 -- EVALERIO
County Atty.	Insurance Verification: X	14-MAY-20 -- NSARANDIS
County Atty.	Approval to Form: X	18-MAY-20 -- MMISRA
CPO	Approval: X	21-MAY-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>21-MAY-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>21-MAY-20 -- H WILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>27-MAY-20 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Amendment to execute final year renewal option for Property Fraud Alert Protection and monitoring:
The Land Records Information Management is a program that is currently used for the purpose of providing Property Fraud Alert Protection to search real property records. Property Fraud Alert allows for electronic notifications to be sent to a voluntarily subscribed user if filing activity is recorded against the specific names the subscriber has setup for monitoring. The subscribed user can monitor their name, Section, Block, Lot or both in Nassau County. With the Property Fraud Alert service, a property owner will be promptly notified when any document is recorded using his or her name. If the property owner is aware of this recording, he or she can take steps to undo the criminal's actions and stop the fraud before more damage is done. Having a Property Fraud Alert service increases the likelihood of criminal behavior being discovered
<b>Method of Procurement:</b> Sole Source Provider
<b>Procurement History:</b> Contract entered into after comprehensive search & review of systems led by outside professional IT consultants with municipal experience.
<b>Description of General Provisions:</b> Contractor shall provide services to the County as outlined in the amendment
<b>Impact on Funding / Price Analysis:</b> \$290,000
<b>Change in Contract from Prior Procurement:</b> NA
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue		15	CLGEN1100/DE505	\$ 290,000.00
Control:	CL	Contract:				\$ 0.00
Resp:	1100	County	\$ 290,000.00			\$ 0.00
Object:	DE505	Federal	\$ 0.00			\$ 0.00
Transaction:	109	State	\$ 0.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 290,000.00		TOTAL	\$ 290,000.00
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY CLERK, AND AVENU ENTERPRISE SOLUTIONS, LLC (“AVENU”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with Avenu for services and maintenance and support of integrated record and document management system, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to agreement with Avenu.

# NIFA Nassau County Interim Finance Authority

## Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Avenu Enterprise Solutions, LLC

2. Dollar amount requiring NIFA approval: \$290000

Amount to be encumbered: \$290000

This is a Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 7/1/19 to 12/31/2020

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: Continuing to provide Document Management System while in final year of extension.

4. Funding Source:

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment to execute final year renewal option as well as PFA & Server Maintenance.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Date	Amount

## AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI

14-MAY-20

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

☐ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

**Authenticated User**

**Date**

**NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.**

**NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.**

**NIFA reserves the right to request additional information as needed.**

Jack Schnirman  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

**CONTRACTOR NAME:** Avenu Enterprise Solutions, LLC

**CONTRACTOR ADDRESS:** 5860 Trinity Pkwy Ste 120 Centerville, VA 20120

**FEDERAL TAX ID #:** [REDACTED]

**Instructions:** Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

**I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☒ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on 6/30/2014 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after Sole Source Provider

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

**X. ☒ Vendor will not require any sub-contractors.**

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

  
Department Head Signature

05/27/2020

Date

**NOTE:** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES ☐ NO ☒ If yes, to what campaign committee?

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

Dated: 04/28/2020 11:56:26 AM

Vendor: Avenu Enterprise Solutions, LLC.

Title: Chief Financial Officer

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: paul colangelo  
Date of birth: [REDACTED]  
[REDACTED]  
Country: US

Business Address: 5860 Trinity Parkway, Suite 120  
City: centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 703-966-3411

Other present address(es):  
City: State/Province/Territory: Zip/Postal Code:  
Country:  
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	05/08/2017	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

just stock options

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, paul colangelo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, paul colangelo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

avenu insights and analytics

Name of submitting business

Electronically signed and certified at the date and time indicated by:

paul colangelo [PAUL.COLANGELO@AVENUINSIGHTS.COM]

CEO

Title

04/24/2020 12:43:00 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

**COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD**

1. Principal Name: Mike Melka  
Date of birth: [REDACTED]  
[REDACTED]  
[REDACTED]  
Country: US

Business Address: 5860 Trinity Parkway, Suite 120,  
City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 5713135155

Other present address(es):  
City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120  
Country: US  
Telephone: 8008008181

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>01/24/2017</u>	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?



YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 
- d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 
- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Michael Melka , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Melka , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Avenu Enterprise Solutions LLC  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

CFO  
Title

04/28/2020 11:56:08 AM  
Date

### Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

**NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.**

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 04/23/2020

1) Proposer's Legal Name: Avenu Enterprise Solutions, LLC.

2) Address of Place of Business: 5860 Trinity Parkway Suite 120

City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120

Country: US

Address: 8600 Harry Hines Blvd, Suite 300

City: Dallas State/Province/Territory: TX Zip/Postal Code: 75235

Country: US

Start Date: 01-OCT-10 End Date: 23-APR-25

Address: 7030 Fly Road,

City: East Syracuse State/Province/Territory: NY Zip/Postal Code: 13057

Country: US

Start Date: 07-JUL-87 End Date: 01-AUG-19

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Rent If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: \_\_\_\_\_

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☒ If yes, please provide details:

- 8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☒ NO ☐ If yes, please provide details:

Avenu Enterprise Solutions is owned in its entirety by Avenu Holdings LLC which in turn is owned by Government Revenue Solutions Holdings I, LLC. Its Affiliates:

Avenu Insights & Analytics, LLC.  
Avenu Government Systems, LLC.  
Avenu Unclaimed Property Systems, LLC.  
Avenu SLS Holdings, LLC.  
MuniServices, LLC.

**\*\* However, NO Holding company or Subsidiary takes part in the contract performance. Avenu Enterprise Solutions, LLC is sole responsible for performing the contract. \*\***

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

We have a code of Business ethics as well as other systems to ensure that conflicts of interest do not arise

1 File(s) Uploaded: Avenu Enterprise Solutions LLC - Code of Ethics and Business Conduct.pdf

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

06/17/1987

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Avenu Holdings LLC.; Government Revenue Solutions Holdings I, LLC. However, they do not take part in contract performance.

*No individuals with a financial interest in the company have been attached..*

iii) Name, address and position of all officers and directors of the company. If none, explain.

Paul Colangelo, CEO - 5860 Trinity Parkway, Suite 120, Centreville, VA 20120  
Mike Melka, CFO - 5860 Trinity Parkway, Suite 120, Centreville, VA 20120

No officers and directors from this company have been attached.

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

570

vi) Annual revenue of firm;

150000000

vii) Summary of relevant accomplishments

Nationally recognized for support of State and Local governments by being listed in the GovTech100 for last two years. Support over 3,000 public sector clients.

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

32

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

Please see Avenu's RFP Response

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Nassau County		
Contact Person	Eileen T. Odonnell		
Address	240 Old County Road		
City	Mineola	State/Province/Territory	NY
Country	US		
Telephone	(516) 571-2661		
Fax #	(516) 742-4099		
E-Mail Address	eodonnell@nassaucountyny.gov		

Company	Gloucester County		
Contact Person	Mike Sauter		
Address	North Broad Street		
City	Woodbury	State/Province/Territory	NJ
Country	US		
Telephone	(856) 853-3212		
Fax #			
E-Mail Address	msauter@co.gloucester.nj.us		



Company	Avenu Insights & Analytics LLC		
Contact Person	John Buckley		
Address	5860 Trinity Pkwy		
City	Centreville	State/Province/Territory	VA
Country	US		
Telephone	(157) 144-1279		
Fax #			
E-Mail Address	mike.melka@avenuinsights.com		

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I, Michael Melka, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Michael Melka, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

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Name of submitting business: Avenu Enterprise Solutions LLC

Electronically signed and certified at the date and time indicated by:

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

CFO

Title

04/28/2020 04:16:08 PM

Date



## **Code of Ethics and Business Conduct**

### **Build Trust and Credibility**

The success of our business is dependent on the trust and confidence we earn from our employees, customers and shareholders. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching company goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our *actions*. Ultimately, we will be judged on what we do.

When considering any action, it is wise to ask: will this build trust and credibility for Avenu? Will it help create a working environment in which Avenu can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering "yes" to those questions and by working every day to build our trust and credibility.

### **Respect for the Individual**

We all deserve to work in an environment where we are treated with dignity and respect. Avenu is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to our business success. We cannot afford to let anyone's talents go to waste.

Avenu is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources.

### **Create a Culture of Open and Honest Communication**

At Avenu everyone should feel comfortable to speak his or her mind, particularly with respect to ethics concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit tremendously when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

Avenu will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the company will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Employees are encouraged, in the first instance, to address such issues with their managers or the HR manager, as most problems can be resolved swiftly. If for any reason that is not possible or if an employee is not comfortable raising the issue with his or her manager or HR, Avenu's CEO does operate with an open-door policy.

### **Set Tone at the Top**

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any business, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example. Again, ultimately, our actions are what matters.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of business communication. At Avenu, we want the ethics dialogue to become a natural part of daily work.

### **Uphold the Law**

Avenu's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must have an understanding of the company policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or Avenu policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

### **Competition**

We are dedicated to ethical, fair and vigorous competition. We will sell Avenu's products and services based on their merit, superior quality, functionality and competitive pricing. We will make independent pricing and marketing decisions and will not improperly cooperate or coordinate our activities with our competitors. We will not offer or solicit improper payments or gratuities in connection with the purchase of goods or services for Avenu or the sales of its products or services, nor will we engage or assist in unlawful boycotts of particular customers.

### **Proprietary Information**

It is important that we respect the property rights of others. We will not acquire or seek to acquire improper means of a competitor's trade secrets or other proprietary or confidential information. We will not engage in unauthorized use, copying, distribution or alteration of software or other intellectual property.

### **Selective Disclosure**

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to Avenu, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

### **Health and Safety**

Avenu is dedicated to maintaining a healthy environment. A safety manual has been designed to educate you on safety in the workplace. If you do not have a copy of this manual, please see the HR department.

### **Avoid Conflicts of Interest**

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of Avenu may conflict with our own personal or family interests. We owe a duty to Avenu to advance its legitimate interests when the opportunity to do so arises. We must never use Avenu property or information for personal

gain or personally take for ourselves any opportunity that is discovered through our position with Avenu.

**Here are some other ways in which conflicts of interest could arise:**

1. Being employed (you or a close family member) by, or acting as a consultant to, a competitor or potential competitor, supplier or contractor, regardless of the nature of the employment, while you are employed with Avenu.
2. Hiring or supervising family members or closely related persons.
3. Serving as a board member for an outside commercial company or organization.
4. Owning or having a substantial interest in a competitor, supplier or contractor.
5. Having a personal interest, financial interest or potential gain in any Avenu transaction.
6. Placing company business with a firm owned or controlled by a [Company Name] employee or his or her family.
7. Accepting gifts, discounts, favors or services from a customer/potential customer, competitor or supplier, unless equally available to all Avenu employees.

Determining whether a conflict of interest exists is not always easy to do. Employees with a conflict of interest question should seek advice from management. Before engaging in any activity, transaction or relationship that might give rise to a conflict of interest, employees must seek review from their managers or the HR department.

**Accountability**

Each of us is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

Avenu takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

**Do the Right Thing**

Several key questions can help identify situations that may be unethical, inappropriate or illegal. Ask yourself:

- Does what I am doing comply with the Avenu guiding principles, Code of Conduct and company policies?
- Have I been asked to misrepresent information or deviate from normal procedure?
- Would I feel comfortable describing my decision at a staff meeting?
- How would it look if it made the headlines?
- Am I being loyal to my family, my company and myself?
- What would I tell my child to do?

- Is this the right thing to do?

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Avenu Enterprise Solutions LLC

Address: 5860 Trinity Parkway

City: Centreville State/Province/Territory: VA Zip/Postal Code: 20120

Country: US

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: Ltd. Liability Co (specify) \_\_\_\_\_

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

First Name Michael  
 Last Name Melka  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address \_\_\_\_\_  
 Country US  
 Position Chief Financial Officer/Assistant Secretary

First Name Paul  
 Last Name Colangelo  
 MI \_\_\_\_\_ Suffix \_\_\_\_\_  
 Address \_\_\_\_\_  
 Country US  
 Position Chief Executive Officer

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

Avenu Holdings LLC.; Government Revenue Solutions Holdings I, LLC. However, they do not take part in contract performance.

*No shareholders, members, or partners have been attached to this form.*

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

Avenu Insights & Analytics, LLC - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu Government Systems, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu Unclaimed Property Systems, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
Avenu SLS Holdings, LLC. - Affiliate; DOES NOT take part in the performance of this contract.  
MuniServices, LLC. - Affiliate; DOES NOT take part in the performance of this contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:

Michael Melka [MIKE.MELKA@AVENUINSIGHTS.COM]

Dated: 04/28/2020 09:33:16 AM

Title: Chief Financial Officer



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

## AMENDMENT NO. 1

This AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Clerk, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) Avenu Enterprise Solutions, LLC, successor-in-interest, to Conduent Enterprise Solutions, LLC, (formerly ACS Enterprise Solutions, LLC.), a Virginia limited liability company, with an office located at 5860 Trinity Parkway, Suite 120 Centreville, VA 20120 ("Contractor"),

### WITNESSETH:

WHEREAS, ACS Enterprise Solutions, LLC ("ACS") provided government software and technology infrastructure services; and

WHEREAS, pursuant to County contract number CFCL14000001 between the County and Contractor, executed on behalf of the County on July 11, 2014 (the "Original Agreement"), Contractor provides document management services and a document management system (the "System"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, Xerox Corporation ("Xerox") was the parent corporation of Conduent, Inc. ("Conduent"); and

WHEREAS, on September 28, 2009 Affiliated Computer Services (ACS) was acquired by Xerox Corp. via an equity purchase Agreement;

WHEREAS, on January 3, 2017, Xerox reorganized and transferred certain equity holdings (including the ACS Enterprise Solutions) from its Business Services Division, to Conduent Inc.; and

WHEREAS, pursuant to that certain Equity Purchase Agreement, dated September 28<sup>th</sup>, 2018, Avenu Holdings, LLC ("Avenu"), acquired certain assets and operations of Conduent Inc.; and

WHEREAS, as a result Avenu is now successor-in-interest to Conduent Enterprise Solutions, LLC. (formerly ACS Enterprise Solutions, LLC); and

WHEREAS, on October 30, 2018, the Secretary of State of the State of Delaware approved Avenu's request for a name change from Conduent Enterprise Solutions, LLC, to Avenu Enterprise Solutions, LLC.; and

WHEREAS, the parties acknowledge and agree the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million Six Hundred and Sixty Thousand Dollars (\$1,660,000.00) ("Maximum Amount"); and

WHEREAS, the term of Original Agreement is five (5) years beginning July 11, 2014, (the "Effective Date") with a renewal option for a period of one (1) year, exercisable upon written notice to the Contractor (the "Renewal Option"); and

WHEREAS, the County desires to exercise the Renewal Option and extend the term for required maintenance and support services, and increase the Maximum Amount of the Original Agreement; and

WHEREAS, the Clerk's Office requires a fraud alert program for the System; and

WHEREAS, Avenu provides a software platform for a fraud alert system called the Property Fraud Alert ("PFA") program; and

WHEREAS, Avenu has licensed the PFA for use by the Nassau County Clerk in accordance with the terms of the Original Agreement; and

WHEREAS, Avenu offers PFA as part of its standard municipal software program; and

WHEREAS, the PFA services were contemplated in the Request for Proposals which procured the Original Agreement; and

WHEREAS, the County desires to purchase the PFA services; and

WHEREAS, the County purchased hardware to support the System (the "Hardware");  
and

WHEREAS, the Hardware requires annual maintenance and support services; and

WHEREAS, the County wishes to increase the payment amount of the Original Agreement to provide payment for the PFA services and Hardware maintenance and support services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term. The Original Agreement shall be renewed and extended (1) year, so that the termination date of the Original Agreement, as modified by this Amendment, shall be December 31, 2020 (the "Amended Term"). Further, the Department may, upon execution of a mutually agreeable Amendment, extend the Original Agreement for two (2) additional one (1) year renewal terms for Hardware maintenance and support services. County shall provide written notice to Contractor of the exercise of the Renewal Option as per the Original Agreement.

2. Services. Schedule A, Section A of the Original Agreement shall be amended to include the Property Fraud Alert Program, which is described in better detail in the attached **Appendix B**,

3. Payment. (a) Maximum Amount: The Maximum Amount shall be increased by Eight Hundred and Three Thousand, Five Hundred Sixty-One Dollars and Eighty-Three Cents (\$803,561.83) (the "Amended Maximum Amount").

(b) Partial Encumbrance. The Contractor understands that only Two Hundred Ninety Thousand Dollars (\$290,000.00) is being encumbered at this time. The Contractor is cautioned not to perform services that would cause billings to exceed this amount unless additional funds are encumbered pursuant to the Agreement. The County shall not be liable for payment of any amounts which have not been encumbered and approved for this Agreement by the Nassau County Comptroller

(c) Schedule A, Section D shall be updated to include attached **Appendix C**, which incorporates the cost of the PFA services and the Hardware maintenance.

4. The "Compliance with Law", Paragraph 19 of the Original Agreement is hereby modified to include the following additional new sub-sections:

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to

time (the "Vendor Code of Ethics"), and will comply with all of its provisions;


- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

5. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

AVENU ENTERPRISE SOLUTIONS, LLC

By:   
Name: Michael Melka  
Title: Chief Financial Officer  
Date: 4/6/2020

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

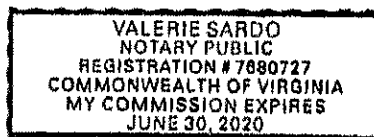
STATE OF VIRGINIA)

)ss.:

COUNTY OF FAIRFAX)

On the 8<sup>th</sup> day of April in the year 2020 before me personally came Michael Melka to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Fairfax; that he or she is the Chief Financial Officer of Avenue Enterprise Solutions LLC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Valerie Sardo  
NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

\_\_\_\_\_  
NOTARY PUBLIC

## Appendix A— PFA Scope of Services

This is a Land Records Information Management program that is currently used for the purpose of providing Property Fraud Alert Protection to search real property records. Property Fraud Alert allows for electronic notifications to be sent to a subscribed user if filing activity is recorded against the specific names the subscriber has setup for monitoring

The system and related programming services and all technical aspects of the solution including the data structures, the relational database schema and fee calculation structures constitute valuable intellectual property belonging to Avenu. The Property Alert program has been exclusively designed to interface with Avenu's database structure and database schema. Avenu makes this intellectual property available to customers and does not release this proprietary information to others outside of the company except on a "need-to-know" basis to those who have entered appropriate non-disclosure obligations.

Hardware Server Annual Maintenance support services will also be provided.



## Appendix B –

1. Avenu provided the following server hardware and software on December 2, 2014 through July 10, 2019 ("Past Services"). Avenu will continue to provide support for this hardware and software under the Amended Agreement.

Server Hardware		
Dell PE R320 E5-2420 32GB 4x300 -- 4 hour onsite support after problem diagnosis; mission-critical tech support (Service Tag BH24R22)	1	DC
Dell PE R620 E5-2630 (2) 2.60Ghz 6C 96gb 8x300gb -- 4 hour onsite support after problem diagnosis; mission critical tech support (Service Tags CDQRLN1; CDQQQ22)	2	Cluster FS
Dell PowerVault NX3200 -- NBD onsite support after problem diagnosis (Service Tag 4NTR22)	1	

2. Schedule A, Section D in the Original Agreement (Payment and Rates section) is modified by adding updated pricing for the period from July 11, 2019 through December 31, 2020 as listed below:

Description of Services	Price
20/20 Perfect Vision Software Quarterly Maintenance	\$30,000 per quarter
Annual Maintenance for Server Hardware & Software 18 months) *	\$12,800.86
Internet Hosting	\$5,000 per month
Property Fraud Alert (PFA) Initial License setup	\$9000 one-time fee
- PFA Support (1/1/2019 – 7/10/2019)	\$800
- PFA Support (7/11/2019 – 7/10/2020)	\$1600
- PFA Support (7/11/2020 – 12/31/2020)	\$800
Internet Revenue **	Ninety percent (90%) of all gross revenue collected from the public will be returned to Client in the form of a credit.





GOVEREV-01

CSOKOLOWSKI

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thompson Flanagan Executive Liability Group 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661	CONTACT NAME: Daniel R. Gunter PHONE (A/G, No, Ext): (312) 239-2890 FAX (A/G, No): (312) 263-1551 E-MAIL ADDRESS: dgunter@thompsonflanagan.com
INSURED  Avenu Holdings, LLC 5860 Trinity Parkway Suite 120 Centreville, VA 20120	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company 29424 INSURER B: Trumbull Insurance Company 27120 INSURER C: RSUI Indemnity 22314 INSURER D: Axis Insurance Company 37273 INSURER E: INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	83 UUN AA6800	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		83 UUN AA6800	1/24/2020	1/24/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0		83 RHU AA6623	1/24/2020	1/24/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	83 WE AE7C2X	1/24/2020	1/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Tech E&O / Cyber		LCY780534	1/24/2020	1/24/2021	Per Claim/Agg Limit \$ 5,000,000
D	Crime		P-001-000245516-01	1/24/2020	1/24/2021	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For the cancellation wording listed on this form, the policy provisions include at least 30 days' notice of cancellation except for non-payment of premium.

Nassau County is included as an Additional Insured with respects to General Liability where required by written contract with the Named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Carlin S. Flanagan</i>
--	--

ACORD 25 (2016/03)

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AGENCY CUSTOMER ID: GOVEREV-01

CSOKOLOWSKI

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Thompson Flanagan Executive Liability Group		NAMED INSURED Avenu Holdings, LLC 5860 Trinity Parkway Suite 120 Centreville, VA 20120	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Named Insureds:

1. Government Revenue Solutions Holdings I, LLC
2. Avenu Holdings, LLC
3. Avenu Insights & Analytics LLC
4. MuniServices, LLC d/b/a Avenu MuniServices, LLC
5. eGov Solutions, LLC
6. Ram Ware, LLC
7. Avenu Insights, LLC
8. Avenu Canada
9. Avenu AcquireCo ULC
10. Avenu Pension Administration Solutions ULC
11. Avenu SLS Holdings, LLC
12. Avenu Local Government Solutions, LLC
13. Avenu SLGS Holdings, LLC
14. Avenu Unclaimed Property Systems, LLC
15. Avenu Enterprise Solutions, LLC
16. Avenu Government Systems, LLC
17. Avenu Government Record Services, LLC
18. Avenu Title Records, LLC
19. The Windward Group LLC

Contract ID#: CFCL14000001Department: County Clerk

# **CE (Capital)** **Contract Details**

**CE** **E-129-14**  
 SERVICE County Clerk Document  
Management System
NIFS ID #: CFCL14000001NIFS Entry Date: 4/9/2014Term: from Execution to (5) Years  
& Optional (1) Year Extension

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name ACS Enterprise Solutions, LLC (Xerox Corporation Subsidiary)	Vendor ID#
Address: 8260 Willow Oaks Corporate Drive Fairfax, VA 22031	Contact Person Michael Skaleski Vice President, Local Government Services
	Phone (206) 241-1453

County Department	
Department Contact Maureen O'Connell Nassau County Clerk	*** Please return the final, approved contract to Eileen O'Donnell
Address 240 Old Country Road, Room 202 Mineola, NY 11501	
Phone (516) 571-2660	

## Routing Slip

DATE	DEPARTMENT	ORIGINAL VERIFICATION	DATE	SIGNATURE	INITIALS
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	4/11/14	Maureen O'Connell	
	DPW (Capital-Only)	CE Capital Fund Approval <input type="checkbox"/> Contractor Registered <input type="checkbox"/> NIFS Approval <input type="checkbox"/>	4/14/14	[Signature]	
	OMB	CA RE & Insurance Verification <input type="checkbox"/>	4/15/14	[Signature]	
4/16/14	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	4/16/14	[Signature]	
4/16/14	County Attorney	Fw'd Original Contract to CA <input type="checkbox"/>	4/16/14	[Signature]	
	County Attorney	NIFS Approval <input type="checkbox"/>	4/16/14	[Signature]	
	Comptroller	NIFS Approval <input type="checkbox"/>	4/16/14	[Signature]	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/18/14	[Signature]	



## Contract Summary

**Description:**

Development, installation, data conversion, implementation, management, training and support of County Clerk document management system.

**Purpose:**

To replace the existing dated software used to index, manage and maintain the Nassau County Clerk documents and database. The current software lacks the ability to accommodate consistent changes in legal requirements for the County Clerk's Office. The contract is with ACS Enterprise Solutions, LLC ("Contractor"), a Xerox Corporation subsidiary, for the purchase and five (5) year maintenance, plus optional one (1) year extension, of the 20/20 Perfect Vision System ("System"). The System is specifically developed to meet the detailed requirements of County Clerk processes. The System delivers the necessary expanded and more efficient functionality compliant with statutory and fiduciary responsibilities in accordance with New York State mandates. The System provides comprehensive document management unique to County Clerk operations and work flow, incorporating current technologies for document recording, recording, e-filing, financial management, indexing, scanning, information search and retrieval, reporting, data extracts, public access, internet distribution, web hosting and disaster recovery. The Contractor maintains the ability to modify and enhance the System as needed. The System will allow for the implementation of web based public access to meet the current and future needs of constituents. Revenues will be realized through the web based services provided by the Contractor.

**Method of Procurement:**

Sole Source Provider

**Procurement History:**

The Contract was entered into after a comprehensive search and review of systems led by outside professional IT consultants with municipal experience. The System is a unique software solution that best meets the ever changing statutory obligations of the Nassau County Clerk's Office. The Contractor is the sole provider of the System, maintaining sole ownership of the System trademark, source codes, and ability to support and modify the System. This System represented little inconvenience to the day to day operation during its implementation. The System is in place in several other New York County Clerk offices and in counties comparable in size to Nassau throughout the country. The finalized agreement was negotiated by the County Attorney's office.

**Description of General Provisions:**

The Contractor shall provide services to the County as outlined in the Agreement for Services which shall include, but are not limited to the implementation and support of an integrated record and document management system.

**Impact on Funding / Price Analysis:**

Total price for the System purchase, implementation and five (5) years, plus optional one (1) year extension, of maintenance and web hosting is \$1,660,000.00. System purchase (\$700,000) will be funded through Capital, maintenance and web hosting (\$960,000) will be funded through County. Revenue for web based services will be split ninety percent (90%) to the County, ten percent (10%) to the Contractor. The County's NIFS system represents as follows: System purchase (\$700,000); first year annual web hosting (\$60,000); annual maintenance not to be encumbered until year two (2) through year six (6) (\$.01); County revenue ninety percent (90%) share receivable to be generated when monies are due (\$60,000); revenue ten percent (10%) Contractor's expense share generated when corresponding receivable monies are due (\$6,000).

**Change in Contract from Prior Procurement:**

N/A

**Recommendation:**

Approve as submitted.

APPROVED: *[Signature]* 4/10/14

(DATE)

INSURANCE SECTION  
REAL ESTATE

## Advisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97126
Object:	00005
Transaction:	103

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE		AMOUNT
Revenue Contract	<input checked="" type="checkbox"/>	\$ .01
County		\$ 60,000.02
Federal		\$
State		\$
Capital		\$ 700,000.00
Other		\$
TOTAL		\$ 760,000.03

FUNDING SOURCE		AMOUNT
1	PWCAPCAP/97126/001/00005	\$ 700,000.00
2	CLGEN1100/DE565	\$ 60,000.00
3	CLGEN1100/DE565	\$ .01
4	CLGEN1100/DE564	\$ .01
5	CLGEN1100/DE564	\$ .01
6		\$
TOTAL		\$ 760,000.03

Document Prepared By:

Eileen O'Donnell, Deputy County Clerk

Date:

4/10/14

Contract ID#: CFCL14000001



Department: County Clerk

Agency Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into MFB.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>Ellen T. O'Donoghue</i>		Name <i>Steven J. Feltri</i>		Date <i>4/18/14</i>	
Date <i>4/11/14</i> <i>6/11/14</i>		Date <i>6/12/14</i>		(For Office Use Only) E #:	

MAUREEN O'CONNELL, RN, JD  
NASSAU COUNTY CLERK



OFFICE OF THE COUNTY CLERK  
240 OLD COUNTRY ROAD  
MINEOLA, NEW YORK 11501  
516-571-2664 • FAX 516-742-4099  
[WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/](http://WWW.NASSAUCOUNTYNY.GOV/AGENCIES/CLERK/)

**MEMORANDUM**

**To:** Nassau County Comptroller's Office  
**From:** Hon. Maureen O'Connell  
Nassau County Clerk  
**Date:** April 10, 2014  
**Re:** Contract # CFCL14000001

The Office of the Nassau County Clerk requires a software system to replace the existing outdated document management software to accommodate the consistent changes in the legal requirements of this office. The 20/20 Perfect Vision System (System) is a distinctive product developed to meet the constantly evolving specified responsibilities of the County Clerk. ACS Enterprise Solutions, LLC (Contractor), a Xerox Corporation subsidiary, is the sole source provider and vendor capable of maintaining and modifying the System. Contractor maintains sole ownership of the System trademark and source codes, further demonstrated in the enclosed certification from Contractor.

The System is critical to the County Clerk's Office and will deliver the necessary expanded and better efficient functionality compliant with statutory and fiduciary duties in accordance with New York State laws. The System will provide comprehensive document management unique to County Clerk operations and workflow, incorporating ongoing current technologies for document recording, erecording, efilg, financial management, indexing, scanning, information search and retrieval, reporting, data extracts, public access, internet distribution, web hosting and disaster recovery. The System will also allow for the implementation of revenue generating web based public access to meet the current and future needs of constituents.

If not approved the Office of the County Clerk will no longer be able to perform mandated functions. The collection of revenues that are remitted to the County would be stopped due to the current systems inability to expand and support the functions of the office.

A handwritten signature in cursive script that reads "Maureen O'Connell".

MAUREEN O'CONNELL  
Nassau County Clerk



6-129-14

RULES RESOLUTION NO. 162 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE  
OF THE COUNTY CLERK, AND ACS ENTERPRISE SOLUTIONS,  
LLC

Passed by the Rules Committee  
Nassau County Legislature

By Voice Vote on 6-2-14

YEAS: 7

NAYS: 0 ABSTAINED: 0 RECUSSED: 0

Legislators present: 7

WHEREAS, Nassau County has negotiated a personal services  
agreement with ACS Enterprise Solutions, LLC ("ACS") in relation to  
providing the Office of the County Clerk with an integrated record and  
document management system, a copy of which is on file with the Clerk of  
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with ACS.

RULES RESOLUTION NO. -2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE  
OF THE COUNTY CLERK, AND ACS ENTERPRISE SOLUTIONS,  
LLC

WHEREAS, Nassau County has negotiated a personal services  
agreement with ACS Enterprise Solutions, LLC ("ACS") in relation to  
providing the Office of the County Clerk with an integrated record and  
document management system, a copy of which is on file with the Clerk of  
the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with ACS.

---

George Maragos  
Comptroller



OFFICE OF THE COMPTROLLER  
240 Old Country Road  
Mineola, New York 11501

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

*Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.*

CONTRACTOR NAME: ACS Enterprise Solutions, LLC  
(Xerox Corporation Subsidiary)  
CONTRACTOR ADDRESS: 8260 Willow Oaks Corporate Drive  
Fairfax, VA 22031  
FEDERAL TAX ID #: \_\_\_\_\_

**Instructions:** Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in \_\_\_\_\_ [newspaper] on \_\_\_\_\_ [date]. The sealed bids were publicly opened on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

\_\_\_\_\_[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.**

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

**V. [☒] Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.**

☒ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.



David A. Splitt  
Senior Vice President  
Senior Corporate Counsel  
Office of General Counsel

August 22, 2013

Xerox Business Solutions, LLC  
12410 Milestone Center Drive  
Germantown, MD 20876

VIA ELECTRONIC MAIL ONLY

david.splitt@xerox.com  
tel: 240-686-2815  
fax: 240-686-2854  
cel: 301-300-2818

Ms. Maureen O'Connell  
County Clerk  
Office of the Nassau County Clerk  
240 Old Country Road  
Mineola, NY 11501

RE: 20/20 Perfect Vision Land Record System Software Application

Dear Ms. O'Connell:

Based on my research and examination of documents, I can provide you with the following representations and certification:

Xerox Government Systems, LLC owns the United States trademark for the 20/20 Perfect Vision Land Record System software application.

Only Xerox Government Systems, LLC and corporate subsidiaries or affiliates of Xerox Government Systems, LLC can market and license the 20/20 Perfect Vision Land Record System software application.

Only Xerox Government Systems, LLC and corporate subsidiaries or affiliates of Xerox Government Systems, LLC can distribute code and licenses for 20/20 Perfect Vision Land Record System software application.

Only Xerox Government Systems, LLC and corporate subsidiaries or affiliates of Xerox Government Systems, LLC own and maintains source and object code for 20/20 Perfect Vision Land Record System software application.

Only Xerox Government Systems, LLC and corporate subsidiaries or affiliates of Xerox Government Systems, LLC can provide product updates, maintenance releases, and software fixes for 20/20 Perfect Vision Land Record System software application.

Only Xerox Government Systems, LLC and corporate subsidiaries or affiliates of Xerox Government Systems, LLC can offer product support via telephone call center for 20/20 Perfect Vision Land Record System software application.

Sincerely,

David A. Splitt

Office of General Counsel  
Xerox

## AGREEMENT FOR SERVICES

### ACS Enterprise Solutions, LLC

Nassau County, New York

This agreement for information technology services ("Agreement") is entered into by and between ACS Enterprise Solutions, LLC, a New York limited liability company, 8260 Willow Oaks Corporate Drive, Fairfax, VA 22031 (the "Contractor") and Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the County Clerk having its principal offices at 240 Old Country Road, Mineola, NY 11501 (the "Department").

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. **SERVICES** Contractor agrees to perform for the County the services described in the Statement of Work ("Services"), which is attached to and incorporated by reference in this Agreement as Schedule A, in accordance with the terms and conditions set forth in this Agreement.
2. **TERM** This Agreement shall commence on the date of execution ("Effective Date") and shall continue for a period of five (5) years unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). The County will have the option to extend the Term for an additional one (1) year period by written notice to Contractor.
3. **PAYMENT** County agrees to pay Contractor for the Services in accordance with the provisions for payment set forth in Schedule A subject to Contractor's compliance with the County's bill paying procedures, the provisions of which are contained in subsections (b) through (g) of this paragraph. Contractor shall submit an invoice to County for each payment due, and County agrees to pay each invoice within thirty (45) calendar days after receipt by the Office of the Nassau County Comptroller, subject to Contractor's compliance with the County's bill paying procedures, the provisions of which are contained in subsections (b) through (g) of this paragraph. Maintenance shall be paid in arrears on a quarterly basis beginning one (1) year after the Effective Date. (b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"). (c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month. (d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, the County will have no further obligations to the Contractor under this Agreement. (e) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any

## AGREEMENT FOR SERVICES

work performed or to be performed under other agreements between the Contractor and any funding source including the County. (f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services. (g) Budget: The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement, Exhibit A.

County's obligation to pay Contractor for the Services as set forth above and in accordance with the provisions for payment set forth in Schedule A is subject to the availability of funds for this Agreement following approval by the Department and encumbrance by the Comptroller in accordance with the following encumbrance schedule:

Encumbrance date	Total encumbrance amount to date
Effective Date	\$760,000.00
First anniversary of Effective Date	\$940,000.00
Second anniversary of Effective Date	\$1,120,000.00
Third anniversary of Effective Date	\$1,300,000.00
Fourth anniversary of Effective Date	\$1,480,000.00
Fifth anniversary of Effective Date	\$1,660,000.00

In the event that funds have not been made available by approval by the Department and encumbrance by the Comptroller by the applicable date set forth in the table above, then either the County or Contractor may immediately terminate this Agreement without penalty.

**4. EXPENSES** Specific types of expenses that will be reimbursed by County are listed in Schedule A and are subject to any limits set forth in Schedule A. Contractor will bear sole responsibility for all other costs and expenses incurred by Contractor in connection with performance of the Services. Reimbursable expenses will be listed in each invoice. Upon request, Contractor shall provide documentary support for their request for reimbursement of expenses with receipts or other reasonable documentation.

**5. TAXES** Since the County is by law exempt from taxes, taxes will not be included in invoices submitted to the County under this Agreement. However, should the County lose its tax exempt status, each party shall be responsible for their proportionate share of taxes relating to this Agreement pursuant to law. If the County loses its tax exempt status and Contractor is required to pay the County's proportionate share of taxes for the services provided under this Agreement by determination of a proper taxing authority having jurisdiction over Services provided under this Agreement, County agrees to reimburse Contractor for payment of any portion of those taxes that the County is legally obligated to pay pursuant to law to the extent that such taxes are related to this Agreement. For the avoidance of doubt, the County will not be responsible for any taxes required to be collected or paid on any goods or services purchased on the USLandRecords.com web site.

**6. DELIVERY AND ACCEPTANCE** All requirements for acceptance and testing of the Services, including any deliverables, are set forth in Schedule A.

**7. RELATIONSHIP OF THE PARTIES / INDEPENDENT CONTRACTOR** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. Contractor and County are independent parties, and neither party shall act as an

## AGREEMENT FOR SERVICES

agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. Contractor shall not be restricted from providing products or performing services for others and shall not be bound to County except as provided under this Agreement. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

**8. OWNERSHIP, USE, AND RETURN OF DATA** (a) All information, records, documents, files, data, and other items relating to the business of County (including created or acquired by use of the Services), whether prepared by County or Contractor or otherwise coming into the possession of Contractor in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of County, and the County will retain ownership of all data created by Contractor as part of providing the Services. Except as provided otherwise in Schedule A, County will be responsible for the integrity and content of data used in connection with the Services. (b) Protection of Confidential Information. The parties further acknowledge that in the course of this Agreement each may have access to and/or be in possession of proprietary or confidential information of the other party. "Confidential Information" shall mean information regarded by the disclosing party as confidential; provided that, information deemed confidential by the disclosing party shall be clearly marked "Confidential", "Restricted" or with another similar legend. Each party agrees to use the Confidential Information of the other party solely for the purposes of this Agreement, and will not disclose such Confidential Information to any third party without the other party's consent. Each party shall maintain the Confidential Information of the other party in confidence using at least the same degree of care as it employs in maintaining in confidence its own proprietary and confidential information, but in no event less than a reasonable degree of care. Provided that the receiving party shall have met the foregoing standard of care, an inadvertent or accidental disclosure by the receiving party of Confidential Information of the disclosing party shall not constitute a breach hereof. The foregoing shall not prohibit or limit any party's use of information (including but not limited to ideas, concepts, know-how, techniques and methodologies) (i) previously known to it, (ii) independently developed by it, (iii) acquired by it from a third party without continuing restriction on use, or (iv) which is, or becomes, publicly available through no breach by it of this Agreement. Neither party shall use the Confidential Information of the other party for its own benefit or for the benefit of any third party, except as expressly permitted in this Agreement. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction, administrative agency or governmental body, or by any law, rule or regulation, or by court ordered subpoena, summons or other administrative or legal process, or by applicable regulatory or professional standards, or in connection with any judicial or other proceeding involving Contractor and County relating to Contractor's Services for County or this Agreement. (c) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law. (d) Software Ownership and Rights: Software and systems used by Contractor or provided to County for use under this Agreement (including data utilities, technical information, software programs for computers or other apparatus, designs, specifications, drawings, records, documentation, reports, materials, concepts, plans, inventions, data, discoveries or adaptations, creative works, trade names or trade marks, and works of authorship or other creative works (written, oral, or otherwise expressed) that are delivered to or used by County or developed, conceived, or acquired by Contractor, Contractor employees, or by the authorized agents or subcontractors of Contractor as a part of the Services, including derivative works are



## AGREEMENT FOR SERVICES

and shall be owned by Contractor (individually and collectively "Contractor Intellectual Property"). The Services shall not be considered a "work for hire" under United States copyright laws or other intellectual property laws, and all rights, title, and interest in Contractor Intellectual Property shall vest solely in Contractor. County understands and agrees that all Contractor Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of Contractor. The provisions of this Section shall survive termination of this Agreement.

**9. LIMITED LICENSE TO USE CONTRACTOR INTELLECTUAL PROPERTY** To the extent required for the use of any Contractor intellectual property used by County under this Agreement, Contractor grants to County a limited, non-exclusive, non-transferable, revocable license to use the Contractor Intellectual Property in connection with the Services solely for the internal operations of the Department. This license is subject to any additional terms, conditions, and obligations set forth in Schedule A. Contractor represents and warrants that Contractor possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the Contractor Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. County and its employees and agents will not cause or permit reverse engineering of all or any portion of the Contractor Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the Contractor Intellectual Property without prior written authorization by Contractor; and will not export any Contractor Intellectual Property in violation of federal export laws or regulations. The provisions of this Section shall survive the termination of this Agreement.

**10. PERFORMANCE AND PRODUCT WARRANTIES** Contractor warrants that: (a) performance of the Services will not violate any agreement or obligation between Contractor and any third party; (b) Contractor warrants and represents Contractor's full ownership, clear title free of all liens, and that Contractor has obtained on behalf of County perpetual license rights set forth herein to use the deliverable (the "Product Warranty"). Contractor shall indemnify County for any loss, damages or actions arising from a breach of this warranty. County may require Contractor to furnish appropriate written documentation establishing the above rights and interests as a condition of payment. County's request or failure to request such documentation shall not relieve Contractor of liability under this warranty. Contractor warrants and represents that all products or deliverables specified in and furnished by or through Contractor under this Agreement substantially conform to the specifications set forth in the SOW (the "Product Warranty") provided that no modifications, other than modifications contemplated by or consented to by the Contractor, are made to the deliverables or their system environment by any party other than Contractor; (d) Contractor shall extend the Project Warranty for individual product(s); or for the system as a whole, or, if applicable, to an individual product or system that requires servicing or replacement (down time), or is in the possession of the Contractor, its agents, officers, subcontractors, distributors, resellers or employees; (e) In addition to Contractor's Project Warranty, the County shall have the benefit of all manufacturers' standard commercial warranties for individual deliverables, if any. The warranties set forth herein shall survive any termination of the Agreement with respect to the SOW in accordance with the stated warranty term(s). Unless otherwise expressly stated in a Statement of Work, Contractor makes no representation or warranty with respect to non-Contractor products provided to County, all of which are sold or licensed to County "AS IS". Notwithstanding the foregoing, if Contractor is providing any non-Contractor products to the County, Contractor shall exercise ordinary care in delivering said non-Contractor products to the County. County agrees to look solely to the warranties and remedies, if any, provided by the manufacturers or licensors of such products. **EXCEPT AS PROVIDED FOR IN THIS SECTION, THE WARRANTIES EXPRESSLY HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR**

## AGREEMENT FOR SERVICES

**A PARTICULAR PURPOSE. ALL WARRANTIES NOT SET FORTH HEREIN ARE HEREBY DISCLAIMED. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO COUNTY EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SOFTWARE OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART.** The above warranties do not apply to the extent the problem is caused by misuse, unauthorized modification, unsuitable physical environment, operation in other than the specified operating environment, failure to follow required maintenance by the County or failure caused by a product for which Contractor is not responsible. In order to permit Contractor to evaluate and correct any matters in connection with the warranty, and as a condition of asserting rights under Contractor's warranties, County must make any claim for breach of such warranties by written notice to County within ninety (90) calendar days after completion of the Services in respect of which the claim is made. Prior to bringing a claim under the warranty, the County shall give the Contractor a reasonable amount of time in which to re-perform the Services and/or correct the deliverables to which the claim relates.

**11. MINIMUM SERVICE STANDARDS** Regardless of whether required by Law: (a) the Contractor shall, and shall cause contractor agents and subcontractors to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

**12. 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 AGREEMENT EVEN IF THOSE DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, 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. CONTRACTOR SHALL NOT BE LIABLE FOR ANY FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS FROM THE SERVICES PROVIDED UNDER THIS AGREEMENT.

**13. INDEMNIFICATION, DEFENSE, COOPERATION** The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, and employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.; (b) The Contractor shall, upon the County's demand, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.; (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the

## AGREEMENT FOR SERVICES

investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.; (d) The provisions of this Section shall survive the termination of this Agreement.

**14. PATENT / COPYRIGHT CLAIMS** Contractor will indemnify, defend and hold the County harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the County in any action for infringement of a United States Letter Patent with respect to the deliverables furnished by Contractor, or of any copyright, trademark, trade secret or other third party proprietary right, provided that the County shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. (b) In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the County's exclusive remedy to take action in the following order of precedence: (i) to procure for the County the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes noninfringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the County up to the dollar amount of the respective SOW. (c) The foregoing provisions shall not apply to any infringement caused by modification by the County of any tangible or intangible deliverables that is i) not contemplated by Contractor, ii) made without Contractor's approval, or iii) caused by the use of any deliverable with any adjunct device added by the County, unless such use was contemplated or consented to by the Contractor., (d) In the event that an action at law or equity is commenced against the County or arising out of a claim that the County's use of a deliverable under this Agreement infringes any patent, copyright or proprietary right and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, Contractor shall immediately notify the County in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. Contractor shall in such event protect the interests of the County and secure a continuance to permit the County to appear and defend its interests in cooperation with Contractor as is appropriate.

**15. INSURANCE** (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured for claims caused by the negligent acts or omissions of Contractor and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate coverage (such additional insured requirement may be met through a blanket additional insured basis), (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less three million dollars (\$3,000,000.00) per claim and three million dollars (\$3,000,000.00) in the aggregate; (iii) worker's compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such reasonable additional insurance as the County may from time to time specify, which shall be subject to negotiations with Contractor. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be written by one or more commercial insurance carriers licensed to do business in New York State. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement. Prior to the execution of this

## AGREEMENT FOR SERVICES

Agreement, copies of current standard ACORD form type certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Contractor shall provide at least thirty (30) days prior written notice to the Department in the event of insurance cancellation or nonrenewal. Contractor shall provide renewal or replacement certificates of insurance once insurance is renewed or if replaced. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render Contractor in material breach. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement.

**16. TERMINATION.** (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination subject to the Dispute Resolution section of this Agreement, (iii) upon mutual written Agreement of the County and the Contractor, (iv) the termination or impending termination of federal or state funding for the services to be provided under this Agreement and (v) in accordance with any other provisions of this Agreement expressly addressing termination. As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and the termination or impending termination of federal or state funding for the services to be provided under this Agreement; (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner; (c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement; (d) Accounting Upon Termination: (i) Within sixty (60) days of the termination of this Agreement, the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

**17. DISPUTE RESOLUTION** It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

## AGREEMENT FOR SERVICES

- (a) The complaining party will notify the other party in writing of the reasons for the dispute, and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.
- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of Contractor and the County (or a representative of the County who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies at law or available under this Agreement.

**18. NOTICES TO PARTIES** Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the County Clerk at the address specified above for the Department, (ii) if to an Applicable Deputy County Executive, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

Unless otherwise specified in this Agreement, all notices, requests, or consents required to be given in writing under this Agreement shall be sent to the party indicated below (with a delivery receipt requested), unless that party notifies the other, in writing, of a change in the address or contact information.

**To Contractor:**

ACS Enterprise Solutions, LLC  
8260 Willow Oaks Corporate Drive  
Fairfax, VA 22031

Attention: Contracts Department

**To County:**

Nassau County, New York  
240 Old Country Road  
Mineola, NY 11501

Attention: Nassau County Clerk

**With a copy to:**

ACS Enterprise Solutions, LLC  
8600 Harry Hines Blvd., Suite 300  
Dallas, TX 75235

**19. COMPLIANCE WITH LAWS AND REGULATIONS** Each party acknowledges that certain local, state, and federal laws and regulations apply to the parties and Services under this Agreement, and each party agrees to comply with all applicable federal, state, and local laws, ordinances, and regulations including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be

## AGREEMENT FOR SERVICES

amended from time to time, enacted, or adopted.; (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

**20. NO ARREARS OR DEFAULT** The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

**21. ACCOUNTING PROCEDURES, RECORDS** To the extent necessary to verify the accuracy of its invoices, the Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles To the extent necessary to verify the accuracy of Contractor's invoices, such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

**22. LIMITATIONS ON ACTIONS AND SPECIAL PROCEEDINGS AGAINST THE COUNTY** No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless: (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the

## AGREEMENT FOR SERVICES

County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County; (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

**23. WORK PERFORMANCE LIABILITY** The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement irrespective of whether the Contractor is using an agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

**24. NOTICE OF DELIVERY OR PERFORMANCE PROBLEMS** If Contractor encounters or anticipates any significant difficulty in meeting any deadlines, providing any deliverables, performing any of the Services under Schedule A, or meeting any other performance obligations under this Agreement or in complying with the terms or conditions of this Agreement, or has knowledge that any actual or potential situation or event will or is reasonably likely to cause interference with or delay the timely performance of the Agreement, Contractor will notify County immediately, identifying the problem(s) and the corrective action(s) that will be taken. County agrees to reasonably cooperate with Contractor in addressing any difficulties or delays caused in whole or in part by circumstances in control of County. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment due and payable) to the extent the failure or delay is beyond the reasonable control of the party and the party is without fault or negligence. The party experiencing the difficulty shall give the other prompt written explanation of each occurrence.

**25. FORCE MAJEURE** Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; *force majeure* events, including but not limited to Acts of God, fire, flood, earthquake, weather, climate change, elements of nature, war, terrorism, civil disturbance, labor disruptions or strikes, quarantines, embargoes, or other governmental action, or cause beyond the reasonable control of a party ("Force Majeure Event"). Upon the occurrence of a Force Majeure Event, the party that has experienced a delay or failure of performance caused by the Force Majeure Event will be excused from further performance or observance of the affected obligation(s) for as long as the extenuating circumstances prevail and that party continues to attempt to recommence performance or observance whenever and to whatever extent possible without delay. The party that experienced a delay or failure of performance caused by the Force Majeure Event will immediately notify the other party and describe in reasonable detail the circumstances causing the delay or failure of performance. The provisions of this Section shall survive termination of this Agreement.

**26. ASSIGNMENT, AMENDMENT, WAIVER, AND SUBCONTRACTING** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**27. SECTION AND OTHER HEADINGS** The section HEADINGS used in this Agreement are for reference only and have no independent legal meaning and impose no obligations or conditions on the parties.

## AGREEMENT FOR SERVICES

**28. SEVERABILITY** If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law.

**29. WAIVER OR FORBEARANCE** Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

**30. GOVERNING LAW** This Agreement shall be governed by, interpreted, construed, and enforced solely and exclusively in accordance with the laws of the State of New York, without reference to the principles of conflict of laws or New York conflict of laws rules, and disputes shall be adjudicated or otherwise decided in Supreme Court, State of New York, County of Nassau.

**31. EXECUTORY CLAUSE.** Notwithstanding any other provision of this Agreement: (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement); (b) Availability of Funds. The County shall have no further liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

**32. ADMINISTRATIVE SERVICE CHARGE** The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three Dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

**33. ENTIRE AGREEMENT** The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

*(signatures on following page)*



## AGREEMENT FOR SERVICES

IN WITNESS WHEREOF the authorized representatives of the parties execute this Agreement:

ACS Enterprise Solutions, LLC

Nassau County, New York

Michael L. Moore  
Authorized Signature

[Signature]  
Authorized Signature

MICHAEL L. MOORE SVP  
Name and Title (Type/Print)

Richard R. Walker  
Chief Deputy County Executive  
Name and Title (Type/Print)

- See attached  
notary 10/10

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**  
**CIVIL CODE § 1189**

State of California

County of San Diego

On 6-30-14  
Date

before me, Nathan Allen-Notary Public  
Name and Title of the Officer

personally appeared Michael Lee Moore

Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature]  
Signature of Notary Public

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: Agreement for Services Document Date: 6-30-14

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11 day of July in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01P0000026  
Qualified in Nassau County  
Commission Expires April 02, 2016

# **AGREEMENT FOR SERVICES**

## **SCHEDULE A**

### **STATEMENT OF WORK**

**ACS Enterprise Solutions, LLC**

**Nassau County, New York**

ACS Enterprise Solutions, LLC ("Contractor") will provide an integrated record and document management system to the Nassau County Clerk, Nassau County, New York ("County"), as set forth in this Statement of Work ("SOW"):

#### **A. Contractor Services**

1. Contractor will provide the Contractor *20/20 Perfect Vision* Microsoft Windows-based system ("System") to modernize document workflow, accelerate document recording, imaging, and processing, and effectively the time between document intake and return to the public.
2. Contractor will install and implement the current version of the System at the County site located at 240 Old Country Road, Mineola, NY 11501.
3. Contractor will be responsible for the design, development, management, installation, training, acceptance and support of the System.
4. The installation of the System will be customized to include the following modules and functions:
  - Recording
  - Cashiering
  - Indexing
  - Imaging
  - Searching
  - Retrieval
  - Reporting
  - Local Public Access
  - Workflow functions
  - Data Extracts
  - Web Hosting
  - eRecording
5. Contractor will provide data migration and conversion of all existing County index data and image data to the System as part of the Installation services.
6. Contractor will provide disaster recovery services in the Contractor data center including a redundant database server and image file server with all necessary firewall services and anti-virus protection. The disaster recovery site will provide a failover mechanism in case of failure of the primary data center.
7. Contractor will provide web hosting on our USLandRecords.com web site using replicated data and images to protect the integrity of the County's primary data and image repository.

## **AGREEMENT FOR SERVICES**

8. Contractor will provide web support to the public. Contractor will be responsible for collecting fees from the public for image access. Contractor will be responsible for paying all fees associated with credit card transactions
9. Contractor will be responsible for the initial education and training on the System. This shall include on-site training for all County employees who will work with the System. The training will be adapted to the reasonable needs of the County employees to ensure each employee is fully prepared to use the System.
10. Contractor will provide post-installation training upon request at no cost to the County.
11. Contractor will perform all on-going support of the System, including all regular software updates and any statutory updates that are required, during the term of this Agreement.

### **B. County Responsibilities**

1. The County understands and agrees that successful implementation of the System requires that County assign a high priority to the successful implementation and will have the following responsibilities:
2. County agrees to allow Contractor to schedule a Contractor support person to be on the County site for all installations.
3. County agrees to make all reasonable efforts to have County personnel available to assist in implementation efforts and participate in training at the appropriate times, as requested by Contractor.
4. County will create compact books.
5. County will provide printer ribbons, toner cartridges, printer paper, electricity, magnetic media for backups and image extraactions, pic rollers and pad assemblies, cabling, internet access and other miscellaneous supplies not specifically provided by Contractor under the terms of this Agreement.
6. County will provide document reception and preparation and will input all instruments for fee collection, indexing, and imaging purposes.
7. County will provide a medium speed broadband connection to the internet (DSL, cable, or other medium acceptable to Contractor) of sufficient bandwidth to perform database and image replication and remote support.
8. County will provide all necessary virus protection for the System. In the event of downtime determined by Contractor to have been caused by virus contamination of the system, County agrees to pay Contractor for restoration of the system at the then-current Contractor hourly labor rate.
9. County will provide all network infrastructure, including provision for appropriate throughput to support daily activities, as well as on-going remote support and real-time data and image replication to Contractor data centers for disaster recovery operations.
10. County will provide all workstation hardware and operating system software to meet the technical requirements of the System, as well as all peripherals required for the System to operate as designed.
11. County will provide servers in the Bethpage data center sufficient to meet the requirements of the System and the storage requirements of all County data, as well as operating systems and SQL Server software and licenses.
12. The following server requirements apply:

## AGREEMENT FOR SERVICES

- Dell PE R510 E5620 2.40GHz with 96GB memory, 2x300GB hard drive for system, 6x2TB SATA RAID 5 for data (providing 8TB of storage) or equivalent
- Microsoft Windows Server 2008R2 Standard
- Microsoft SQL Server 2008 Standard

13. The following scan station requirements apply:

- Workstation with 1GB memory (Windows 7 Professional or Windows XP)
- Fujitsu 6240z Scanner (or other certified scanner)
- KOFAX Adrenaline Image Processing Engine
- KOFAX VRS 4.10 Production software

14. The following index and search station requirements apply:

- Workstation with 1GB memory (Windows 7 Professional or Windows XP)

15. The following cash station requirements apply:

- Workstation with 1GB memory (Windows 7 Professional or Windows XP)
- Axiohm receipt/validator printer
- APG Cash Drawer

16. Within ten (10) days after the Effective Date, County will meet with Contractor and the parties will agree on a schedule for the following milestones:

Milestone Timetable	Start Date	End Date
Contract Award		
Project Kickoff		
Data Conversion		
Hardware & Software Installation		
Full Data Load		
Deploy USLandRecords.com		
Training		
Project Wrapup		

## **AGREEMENT FOR SERVICES**

### **C. Inspections and Approvals**

The parties will use the following inspections and approvals process:

#### **1. Project Team**

The Project Team will consist of the Project Manager, Installation Manager, Conversion Manager, and Networking Manager from Contractor, and a Project Liason and an IT representative from the County.

The Project Team team will agree on the ground work and timetable (as set forth in the table in Section B, above) for the Project as well as any process requirements. Regular meetings will occur throughout the process to assure that concerns are raised and schedules are met. The Project Team will hold a final meeting to assess completion of the Project.

#### **2. Data Conversion**

The data conversion process will begin according to the Project schedule. After the System has been installed, converted data will be loaded and the County staff will have an opportunity to inspect the results.

County shall have ten (10) business days after notification by Contractor that data conversion has been completed to inspect and accept the data loaded into the System or report any issues to Contractor in a written exceptions list ("Checklist").

The data conversion will be re-run or other applicable actions taken by Contractor until all Checklist issues have been addressed. This process will continue until all Checklist issues have been resolved ("Conversion Acceptance").

The County understands and agrees that data conversion will rely on accurate and error-free data provided to Contractor for conversion. Any data that cannot be converted due to problems with the data shall not be included in the Checklist and must be resolved by the County.

#### **3. System Installation**

As soon as infrastructure is ready, software will be installed following the Project Timetable. Offices will be created for each dataset. Options will be set based on County requirements. Final System approval ("System Acceptance") will occur when all configurations are complete. County shall have ten (10) business days after notification by Contractor that the System is ready for acceptance to inspect and accept the System delivered and installed by Contractor or report any issues to Contractor in a written exceptions list ("Checklist").

#### **4. Web Site Hosting**

Web site delivery is dependent upon completion of infrastructure, system installation, data conversion and disaster recovery deployment in the Contractor Data Center. Once replication processes are complete, a USLandRecords site will be available for County review. County shall have ten (10) business days after notification by Contractor that the Web Site is ready for acceptance to inspect and accept the Web Site as delivered by Contractor, or report any issues to Contractor in a written exceptions list ("Checklist").

#### **5. Checklists**

Any written Checklist shall include a description of the issues or deficiencies and, where appropriate, a requested outcome desired in addressing each issue or deficiency.

## AGREEMENT FOR SERVICES

### 6. Acceptance

County will indicate acceptance of each milestone deliverable in writing. If Client fails to provide either written acceptance of any deliverable or deliver a written Checklist of issues and deficiencies to Xerox within thirty (30) business days after receipt of notice of delivery, the deliverable will be deemed to have been accepted by Client. County understands and agrees that minor defects (ie, defects that do not inhibit the System from operating in substantial accordance with Contractor specifications) shall not constitute "issues or deficiencies" and shall not delay or provide a basis for non-acceptance of any milestone or the System. Minor defects may be corrected in subsequent releases of the System provided by Contractor as part of ongoing warranty or maintenance of the System. This section applies to Conversion Acceptance and System Acceptance, as used in the Payments and Rates section below. Final System approval ("System Acceptance") shall commence on the date of acceptance, in accordance with this section, by the County of the final milestone deliverable as listed in the Statement of Work in Schedule A.

### D. Payments and Rates

Contractor will invoice County and County will pay Contractor according to the following pricing schedule:

Data Conversion	\$25,000 payable upon Conversion Acceptance
20/20 Perfect Vision Software License	\$600,000 payable upon System Acceptance
Implementation and Training	\$75,000 payable upon System Acceptance
Internet Hosting	\$5,000 monthly beginning with the first month after System Acceptance (including during optional year 6)
Internet Revenue***	Ninety percent (90%) of all gross revenue collected from the public will be returned to County in the form of a credit (including during optional year 6).
Quarterly Maintenance	\$30,000 quarterly (years 2 - 5 and, if applicable year 6)

\*\*\* Internet revenue split will only be applied to the current business of the County Clerk for Land Records and Court Records. Should additional agencies choose to put their records online, a new revenue split negotiation would be required.



## **AGREEMENT FOR SERVICES**

### **Appendix EE**

#### **Equal Employment Opportunities for Minorities and Women**

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

## AGREEMENT FOR SERVICES

(f) Contractors must notify and receive approval from the respective Department Head prior to Issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days

## AGREEMENT FOR SERVICES

(30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

## AGREEMENT FOR SERVICES

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.

## **AGREEMENT FOR SERVICES**

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include

## **AGREEMENT FOR SERVICES**

a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

## AGREEMENT FOR SERVICES

### Appendix L

#### Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), ACS Enterprise Solutions, LLC (the "Contractor") hereby certifies the following:

1. The Senior Vice President of the Contractor is:

Michael L. Moore (Name)

(Address)

(Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor \_\_\_\_\_ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

---

---

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

## AGREEMENT FOR SERVICES

ACS Enterprise Solutions, LLC is potentially subject to certain legal actions, proceedings, claims, and disputes, which arise in the ordinary course of business. No claims, actions, or proceedings are presently pending against ACS Enterprise Solutions, LLC that may, if adversely determined, reasonably be expected to have a material adverse effect on ACS Enterprise Solutions, LLC's ability to perform its obligations under this Agreement.

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

3 - 28 - 14

Dated

Michael L. Moore

Signature of Senior Vice President

Michael L. Moore

Name of Senior Vice President

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2013.

**SEE ATTACHMENT FOR  
OFFICIAL NOTARIZATION**

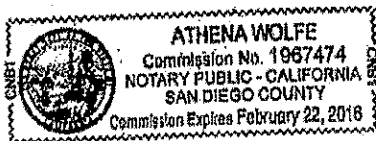
\_\_\_\_\_  
Notary Public



State of California  
County of San Diego

Subscribed and sworn to (or affirmed) before me on this 28<sup>th</sup>  
day of March, 2014, by Michael L. Moore

proved to me on the basis of satisfactory evidence to be the  
person(s) who appeared before me.



(Seal)

Signature A Wolfe

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: Certificate of Compliance

Document Date: March 28, 2014 Number of Pages: 2

Signer(s) Other Than Named Above: NONE

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Michael L. Moore Signer's Name: \_\_\_\_\_

☐ Corporate Officer — Title(s): \_\_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_\_\_

☒ Individual ☐ Individual

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact ☐ Attorney in Fact

☐ Trustee ☐ Trustee

☐ Guardian or Conservator ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

**O'Donnell, Eileen**

---

**From:** Gallagher, Patrick R  
**Sent:** Friday, January 17, 2014 9:39 AM  
**To:** O'Donnell, Eileen  
**Subject:** Ownership Disclosure Package  
**Attachments:** Proxy Statement.pdf; Ownership of ACS Enterprise Solutions LLC.pdf

Eileen,

Attached herewith, please find the Proxy Statement for Xerox and a letter from their counsel affirming public ownership. These two documents comprise the ownership disclosure required to process the contract.

If you need anything else, please let me know.

Best regards,

Patrick R. Gallagher  
Deputy County Attorney  
Department of Municipal Transactions  
One West Street  
Mineola, NY 11501-4820  
(516) 571-3010

[pgallagher@nassaucountyny.gov](mailto:pgallagher@nassaucountyny.gov)

All material contained in this e-mail, including attachments, is privileged and intended solely for the person to whom the e-mail has been addressed.

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**David A. Splitt**  
*Senior Vice President*  
*Senior Corporate Counsel*  
*Office of General Counsel*

December 17, 2013

Xerox Business Solutions, LLC  
12410 Milestone Center Drive  
Germantown, MD 20876

VIA ELECTRONIC MAIL ONLY

david.splitt@xerox.com  
tel: 240-886-2815  
fax: 240-886-2854  
cel: 301-300-2818

Patrick R. Gallagher  
Deputy County Attorney  
Department of Municipal Transactions  
Nassau County, New York  
One West Street  
Mineola, NY 11501-4820

RE: Corporate ownership structure of ACS Enterprise Solutions, LLC

Dear Mr. Gallagher:

ACS Enterprise Solutions, LLC is a wholly-owned subsidiary of ACS BRC Holdings, LLC. ACS BRC Holdings, LLC is a wholly-owned subsidiary of Xerox Business Services, LLC, which, in turn, is a wholly-owned subsidiary of the Xerox Corporation. Xerox Corporation is a publicly-traded corporation.

Please feel free to contact me if you have any further questions or concerns regarding this information.

Sincerely,

David A. Splitt

Office of General Counsel  
Xerox

DEF 14A 1 xerox\_def14a.htm DEFINITIVE PROXY STATEMENT

## SCHEDULE 14A

(Rule 14a-101)

## INFORMATION REQUIRED IN PROXY STATEMENT

## SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934 (Amendment No. )Filed by the Registrant ☒Filed by a Party other than the Registrant ☐

Check the appropriate box:

- ☐ Preliminary Proxy Statement ☐ Soliciting Material Under Rule 14a-12
- ☐ Confidential, For Use of the  
Commission Only (as permitted  
by Rule 14a-6(e)(2))
- ☒ Definitive Proxy Statement
- ☐ Definitive Additional Materials

Xerox Corporation

(Name of Registrant as Specified in its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- ☒ No fee required.
- ☐ Fee computed on table below per Exchange Act Rules 14a-6(f)(4) and 0-11.

1) Title of each class of securities to which transaction applies:

2) Aggregate number of securities to which transaction applies:

3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

4) Proposed maximum aggregate value of transaction:

5) Total fee paid:

☐ Fee paid previously with preliminary materials:☐ Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the form or schedule and the date of its filing.

1) Amount previously paid:

2) Form, Schedule or Registration Statement No.:

3) Filing Party:

4) Date Filed:



Xerox Corporation  
45 Glover Avenue  
P.O. Box 4305  
Norwalk, CT 06856-4305

April 8, 2013

Dear Shareholders:

You are cordially invited to attend the 2013 Annual Meeting of Shareholders of Xerox Corporation to be held on Tuesday, May 21, 2013, at Xerox's Corporate Headquarters, 45 Glover Avenue in Norwalk, Connecticut. Your Board of Directors and management look forward to greeting those shareholders who are able to attend.

At the Annual Meeting of Shareholders, you will be asked to vote upon the election of ten directors, the ratification of the selection of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for 2013, the approval, on an advisory basis, of the 2012 compensation of our named executive officers and the approval of an amendment and restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors. The Board of Directors unanimously recommends that you vote in favor of each of these proposals.

It is important that your shares be represented and voted at the Annual Meeting of Shareholders, regardless of whether or not you plan to attend in person. Therefore, you are urged to vote your shares using one of the methods described in the following pages. Voting instructions are provided in the accompanying voting instruction and proxy card.

For the Board of Directors,



Ursula M. Burns  
Chairman of the Board and Chief Executive Officer

**Notice of 2013 Annual Meeting of Shareholders**

**Date and Time:** Tuesday, May 21, 2013, at 9:00 a.m.

**Location:** Xerox's Corporate Headquarters, 45 Glover Avenue in Norwalk, Connecticut

**Purpose:**

- (1) Election of 10 directors;
- (2) Ratification of the selection of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for 2013;
- (3) Approval, on an advisory basis, of the 2012 compensation of our named executive officers;
- (4) Approval of the 2013 Amendment and Restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors; and
- (5) Consider such other business as may properly come before the meeting.

**Record Date:** March 25, 2013 — You are eligible to vote if you were a shareholder of record as of the close of business on this date.

**Proxy Voting:**

- (1) Telephone;
- (2) Internet; or
- (3) Proxy Card.

Please review the Notice of Internet Availability of Proxy Materials or accompanying proxy card for voting instructions.

**Importance of Vote:** Whether or not you plan to attend, please submit your proxy as soon as possible to ensure that your shares are represented.

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting of Shareholders to be Held on May 21, 2013.**

**The Proxy Statement and 2012 Annual Report are available at [www.edocumentview.com/XRX](http://www.edocumentview.com/XRX) or [www.xerox.com/investor](http://www.xerox.com/investor)**

By order of the Board of Directors,

☒ [X]

Don H. Liu  
Senior Vice President, General Counsel and Secretary

April 8, 2013

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# PROXY STATEMENT

## GENERAL INFORMATION ABOUT THE ANNUAL MEETING

### *The Annual Meeting*

The 2013 Annual Meeting of Shareholders (Annual Meeting) of Xerox Corporation (Company) will be held on Tuesday, May 21, 2013, beginning at 9:00 a.m. at Xerox's Corporate Headquarters, 45 Glover Avenue in Norwalk, Connecticut.

### *What is the purpose of the Annual Meeting?*

At the Annual Meeting, shareholders will consider and vote on the following matters:

1. Election of the ten nominees named in this Proxy Statement to our Board of Directors (Board), each for a term of one year.
2. Ratification of the selection of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013.
3. Approval, on an advisory basis, of the 2012 compensation of our named executive officers.
4. Approval of the 2013 Amendment and Restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors.

Shareholders will also act on any other business that may properly come before the meeting. In addition, our management will report on Xerox's performance during fiscal 2012 and respond to questions from shareholders.

### *Who is entitled to vote?*

Owners of our common stock, par value \$1 per share (Common Stock), as of the close of business on the record date, March 26, 2013, are entitled to vote at the Annual Meeting and at any and all adjournments or postponements of the Annual Meeting. The shares owned include shares you held on that date (1) directly in your name as the shareholder of record (registered shareholder) and/or (2) in the name of a broker, bank or other holder of record where the shares were held for you as the beneficial owner (beneficial owner). Each share of Common Stock is entitled to one vote on each matter to be voted on.

### *How can I attend the Annual Meeting?*

All shareholders of record as of the close of business on March 26, 2013 may attend. In order to be admitted to the meeting, please obtain an admission ticket in advance and bring a form of personal photo identification, such as a driver's license.

### *To obtain an admission ticket:*

*If you are a registered shareholder:*

- If you vote via the Internet or by telephone, you will be asked if you would like to receive an admission ticket.
- If you vote by proxy card, please mark the appropriate box on the proxy card and an admission ticket will be sent to you.

*If you are a beneficial owner:*

- Please request an admission ticket in advance by calling Shareholder Services at (203) 949-2315 or by mailing a written request, along with proof of your ownership of Xerox Common Stock as of the record date, to Xerox Corporation, Shareholder Services, P.O. Box 4506, Norwalk, CT 06856-4506. All calls and written requests for admission tickets must be received no later than the close of business on May 10, 2013.

You can find directions to the meeting online at [www.xerox.com/documentview.com/XRX](http://www.xerox.com/documentview.com/XRX). If you have any further questions regarding admission or directions to the Annual Meeting, please call Shareholder Services at (203) 949-2315.

**How does the Board of Directors recommend that I vote?**

The Board recommends that you vote:

- **FOR** the election of each of the ten director nominees;
- **FOR** the ratification of the selection of PricewaterhouseCoopers LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2013;
- **FOR** the approval, on an advisory basis, of the 2012 compensation of our named executive officers; and
- **FOR** the approval of the 2010 Amendment and Restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors.

**How many shares are required to be present to hold the Annual Meeting?**

A quorum is necessary to hold a valid meeting of shareholders. For each of the proposals to be presented at the meeting, the presence at the meeting, in person or by proxy, of the holders of a majority of the shares of our Common Stock outstanding on March 25, 2013 (record date) will constitute a quorum. As of March 26, 2013, there were 1,227,841,468 shares of our Common Stock outstanding. If you vote — including by Internet, telephone or proxy card — your shares will be counted towards the quorum for the Annual Meeting. Broker non-votes and abstentions are counted as present for the purpose of determining a quorum.

**How many votes are required to approve each proposal?**

**Election of Directors.** Under our by-laws, directors are elected by majority vote, meaning that in an uncontested director election, the votes cast "for" the nominee's election must exceed the votes cast "against" the nominee's election, with abstentions and broker non-votes not counting as votes "for" or "against." Our by-laws require that any incumbent nominee for director who receives a greater number of votes cast "against" his or her election than "for" his or her election shall tender his or her resignation promptly after such election. The independent directors will then evaluate and determine, based on the relevant facts and circumstances, whether to accept or reject the resignation. The Board's explanation of its decision will be promptly disclosed on a Form 8-K filed with the Securities and Exchange Commission (SEC).

**Other Items.**

- **Ratification of PricewaterhouseCoopers LLP as our independent auditor; and**
- **Approval, on an advisory basis, of the 2012 compensation of our named executive officers.**

The affirmative vote of a majority of the votes cast at the meeting will be required for approval of the above proposals. Under New York law, abstentions and broker non-votes, if any, will not be counted as votes "for" or "against" for the purpose of determining the outcome of the vote and therefore will have no impact on the outcome of the proposals.

Although the advisory vote is non-binding, the Board of Directors values the opinions of shareholders and will consider the outcome of the vote on this proposal when making future decisions regarding executive compensation.

- **Approval of the 2013 Amendment and Restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors.**

The affirmative vote of a majority of the votes cast at the meeting will be required for approval of this last proposal, provided that the total votes cast on the proposal represent over 50% of the Common Stock outstanding and entitled to vote at the Annual Meeting on the proposal. Pursuant to NYSE rules, we will count abstentions as votes cast "against" this proposal, but we will not count broker non-votes as votes cast on this proposal. As a result, broker non-votes will have no impact on the outcome of the proposal.

At present, the Board does not intend to present any other matters at this meeting and knows of no matters other than these to be presented for shareholder action at the Annual Meeting. If any other matters properly come before the meeting, the persons named in the accompanying proxy intend to vote the proxies in accordance with their best judgment.

**What is a broker non-vote and how will it affect the voting?**

A broker non-vote occurs when the beneficial owner of shares held through a brokerage firm fails to furnish voting instructions to the broker and the broker is not permitted under applicable New York Stock Exchange (NYSE) and SEC rules to vote the shares in its discretion. Brokers are not permitted to vote the shares without the beneficial owner's instructions if the proposal is considered a "non-routine" matter under these rules. Election of directors, the advisory vote on executive compensation and the vote to approve the 2013 Amendment and Restatement of the Company's 2004 Equity Compensation Plan for Non-Employee Directors are considered non-routine matters. Shares constituting broker non-votes are not counted as votes "for" or "against" for the purpose of determining whether shareholders have approved a matter.

**How do I vote?**

Registered shareholders can vote in any one of four ways:

- (1) **You may vote in person.** If you attend the meeting, you may vote by delivering your completed proxy card in person or you may vote by completing a ballot. Ballots will be available at the meeting.

Since many shareholders are unable to attend the meeting in person, registered shareholders may also vote their proxies by one of the three ways described below. By using your proxy to vote in one of these ways, you authorize the three directors, whose names are listed on the front of the proxy card accompanying this Proxy Statement, to represent you and vote your shares as you direct.

- (2) **You may vote over the Internet.** If you have Internet access, you may vote your shares by following the "Vote by Internet" instructions included in the Notice of Internet Availability of Proxy Materials (Notice) or on the enclosed proxy card.
- (3) **You may vote by telephone.** You may vote your shares by following the "Vote by Telephone" instructions on the enclosed proxy card.
- (4) **You may vote by mail.** You may vote by completing and signing the proxy card enclosed with this Proxy Statement and promptly mailing it in the enclosed postage-prepaid envelope. The shares you own will be voted according to your instructions on the proxy card you mail. If you sign and return your proxy card but do not indicate your voting instructions on one or more of the matters listed, the shares you own will be voted by the named proxies in accordance with the recommendations of our Board of Directors.

If you vote via the Internet or by telephone, do not return your proxy card.

Beneficial owners will receive a separate Notice with voting instructions from the bank, broker or other holder of record where the shares are held, that must be followed in order for their shares to be voted.

**How will shares in the Xerox Employee Stock Ownership Plan, Xerox Savings Plans and Xerox Business Services Savings Plan be voted?**

Beneficial owners of the shares of Common Stock held in the (1) Xerox Employee Stock Ownership Plan (ESOP), (2) Xerox Corporation Savings Plan, (3) Savings Plan of Xerox Corporation and the Xerographic Division, Rochester Regional Joint Board on Behalf of itself and Other Regional Joint Boards (together with the Xerox Corporation Savings Plan, referred to as the Xerox Savings Plans) or (4) Xerox Business Services Savings Plan, formerly known as ACS Savings Plan (Services Savings Plan), can instruct State Street Bank and Trust Company, as Trustee for the ESOP and the Xerox Savings Plans (Xerox Plans Trustee) or The Bank of New York Mellon, as Trustee for the Services Savings Plan (Services Savings Plan Trustee), by telephone, Internet or mail, how to vote the shares in their accounts. No matter which method is used, your voting instructions are confidential and will not be disclosed to the Company. By providing voting instructions in one of these ways, you instruct the Xerox Plans Trustee or the Services Savings Plan Trustee to vote the shares allocated to your ESOP, Xerox Savings Plans or Services Savings Plan account or accounts. For the ESOP participants and the Xerox Savings Plans participants, you also authorize the Xerox Plans Trustee to vote the shares of Common Stock held in the ESOP trust or Xerox Savings Plans trust for which no instructions were provided in the same proportion

on each issue as it votes the shares for which participants have returned voting instructions. Unlike the ESOP or Xerox Savings Plans, if no instructions have been received from an Services Savings Plan participant, the Services Savings Plan Trustees will not vote the shares allocated in your account. Your vote must be received by 8:00 AM Eastern Time on Friday, May 17, 2013 to allow sufficient time for processing.

**May I change my vote?**

Yes. You may revoke your proxy at any time before the Annual Meeting by submitting a later dated proxy card, by a later telephone or on-line vote, by notifying the Secretary of the Company in writing that you have revoked your proxy or by attending the Annual Meeting and giving notice of revocation in person.

**Can I vote in person at the Annual Meeting?**

Persons who submit a proxy or voting instructions need not vote at the Annual Meeting. However, we will pass out written ballots to any shareholder of record or authorized representative of a shareholder of record who wants to vote in person at the Annual Meeting instead of by proxy. Voting in person will revoke any proxy previously given. If you hold your shares through a broker, bank or nominee, you must obtain a proxy from your broker, bank or nominee to vote in person.

**Who will count the vote? Is my vote confidential?**

Representatives of Computershare will act as Inspector of Election, supervise the voting, decide the validity of proxies and receive and tabulate proxies. As a matter of policy, we keep confidential all stockholder mailing proxies, ballots and voting tabulations that identify individual shareholders. In addition, the vote of any shareholder is not disclosed except as may be necessary to meet legal requirements.

**How are proxies solicited?**

In addition to the solicitation of proxies by mail, we also request brokerage houses, nominees, custodians and fiduciaries to forward soliciting material to the beneficial owners of stock held of record and reimburse such person for the cost of forwarding the material. We have engaged Georgeson Inc. to handle the distribution of soliciting material to, and the collection of proxies from, such entities. We will pay Georgeson Inc. a fee of \$12,000 plus reimbursement of out-of-pocket expenses for this service. We bear the cost of all proxy solicitation.

**Why did I receive a notice in the mail regarding Internet availability of proxy materials instead of a full set of printed proxy materials?**

Pursuant to rules adopted by the SEC, the Company has elected to provide access to its proxy materials over the Internet. Accordingly, a Notice of Internet Availability of Proxy Materials is being sent to the Company's registered shareholders and beneficial owners. The Notice contains instructions on how to access the proxy materials over the Internet and how to request a printed copy of the proxy materials, including a proxy card, as well as how shareholders may request to receive proxy materials in printed form by mail, or electronically by email, on a going forward basis.

On or about April 8, 2013, we are sending all shareholders of record as of March 26, 2013 a Notice instructing them how to receive their proxy materials via the Internet. Proxy materials will be available on the Internet on April 8, 2013.

**How can I electronically access the proxy materials?**

You can access the proxy materials online at [www.edocumentview.com/XRX](http://www.edocumentview.com/XRX) or [www.xerox.com/investor](http://www.xerox.com/investor). Shareholders may receive proxy statements, annual reports and other shareholder materials via electronic delivery. Registered shareholders can sign up for electronic delivery at [www.ETree.com/Xerox](http://www.ETree.com/Xerox). Beneficial owners can sign up for electronic delivery at <http://etree.com/delivery.com/XRX>. These websites, which allow you to choose to receive future proxy materials electronically by email, will provide cost savings relating to printing and postage and reduce the environmental impact of mailing documents to you.

**When are proposals, director nominations and other business to be submitted by shareholders for the 2014 Annual Meeting due?**

We expect to hold our 2014 Annual Meeting of Shareholders during the second half of May and to issue our Proxy Statement for that meeting during the first half of April. Under SEC proxy rules, if a shareholder wants us to include a proposal in our Proxy Statement and proxy card for the 2014 Annual Meeting of Shareholders, the proposal must be received by us no later than December 9, 2013.

Any shareholder wishing to make a nomination for director or wishing to introduce any business at the 2014 Annual Meeting of Shareholders (other than a proposal submitted for inclusion in the Company's proxy materials) must provide the Company advance notice of such nominee or business which must be received by the Company no earlier than November 9, 2013 and no later than December 9, 2013. Any such notice must comply with requirements set forth in our by-laws. Nominations for director must be accompanied by a written consent of the nominee consenting to being named in the Proxy Statement as a nominee and serving as a director if elected. Proposals and other items of business should be directed to Xerox Corporation, P.O. Box 4506, Norwalk, CT 06856-4506, Attention: Corporate Secretary.

**How can I contact the Board of Directors?**

Under our Corporate Governance Guidelines, interested parties may contact the non-management members of the Board of Directors by contacting the Chairman of the Corporate Governance Committee using the "Contact the Board" link that appears on our Company's website at [www.xerox.com/governance](http://www.xerox.com/governance).

**What if multiple shareholders have the same address?**

If you and other residents at your mailing address own shares of Common Stock through a broker, you may have received a notice from the broker notifying you that your household will be sent only one Notice or one Annual Report and Proxy Statement, as applicable. If you did not return the "opt-out" card attached to such notice, you were deemed to have consented to such process. The broker or other holder of record will send, as applicable, at least one copy of the Notice or the Annual Report and Proxy Statement to your address. You may revoke your consent at any time by calling (800) 542-1081. The revocation will be effective 48 hours after receipt of your telephone notification. An additional copy of the Notice or Annual Report and Proxy Statement will also be delivered to you promptly upon request by contacting Shareholder Services at (203) 549-2315 or by sending a written request addressed to Xerox Corporation, P.O. Box 4506, Norwalk, CT 06856-4506, Attention: Corporate Secretary.

If you are receiving multiple copies of the Notice or the Annual Report and Proxy Statement at your address and would like to receive only one copy in your household, registered shareholders should call (800) 528-6096 and beneficial owners should call (800) 542-1081.

**How may I get additional copies of the Annual Report and Proxy Statement?**

Copies of the 2012 Annual Report and 2013 Proxy Statement have been distributed to shareholders (unless you have received a copy of the Notice or have consented to electronic delivery). Additional paper copies of these documents and additional information, including the Annual Report on Form 10-K for the fiscal year ended December 31, 2012 (Form 10-K) filed with the SEC are available from Xerox Corporation, P.O. Box 4506, Norwalk, CT 06856-4506, Attention: Corporate Secretary. The Annual Report, Proxy Statement and Form 10-K are also available on the Company's website at [www.xerox.com/investor](http://www.xerox.com/investor) or [www.edocumentiview.com/XRX](http://www.edocumentiview.com/XRX). The Notice also provides you with instructions on how to request printed copies of the proxy materials. There is no charge to receive the materials by mail. You may request printed copies of the materials until one year after the date of the Annual Meeting.

**Is there a list of shareholders entitled to vote at the Annual Meeting?**

A list of registered shareholders entitled to vote at the Annual Meeting will be available at the Annual Meeting and for ten days prior to the Annual Meeting at our offices located at Xerox Corporate Headquarters, 45 Glover Avenue in Norwalk, CT 06850.

**PROPOSAL 1 — ELECTION OF DIRECTORS**

Shareholders annually elect directors to serve for one year and until their successors have been elected and have been qualified. Based on the director nomination process described below, the ten persons whose biographies appear below have been nominated by the Board of Directors to serve as directors based on the recommendation of the Corporate Governance Committee. All ten nominees bring to us valuable experience from a variety of fields. The biographical information presented regarding each nominee's specific experience, qualifications, attributes and skills led our Board of Directors to the conclusion that he or she should serve as a director. Each of the nominees has demonstrated business acumen and an ability to exercise independent and sound judgment, as well as an understanding of the Company's business environment and a commitment of service to the Company and our Board of Directors. We also value their significant experience on other public company boards of directors and board committees.

The Board of Directors has determined that each of the nominees (other than Ursula M. Burns, CEO of the Company) is Independent under the NYSE Corporate Governance Rules and the Company's more stringent independence standards. If for any reason, which the Board of Directors does not expect, a nominee is unable to serve, the proxies may use their discretion to vote for a substitute nominated by the Board of Directors.

**Biographies**

To help you consider the nominees, we have provided the principal occupation and other information about the particular experience, qualifications, attributes or skills that the Board of Directors has concluded qualify each of the nominees to serve as a director of the Company.

Certain terms used in the biographies may be unfamiliar to you, so we are defining them here.

*Xerox securities owned* means the Company's Common Stock, including: restricted shares of Common Stock issued under the Restricted Stock Plan for Directors, which was terminated upon shareholder approval of the 2004 Equity Compensation Plan for Non-Employee Directors (2004 Directors Plan) at the 2004 Annual Meeting; Deferred Stock Units (DSUs) issued under the 2004 Directors Plan; and Common Stock owned through the individual's ESOP account and other Company equity programs. None of the Independent director nominees owns any of the Company's other securities.

*Immediate family* means the spouse, the minor children and any relatives sharing the same home as the nominee.

Unless otherwise noted, all Xerox securities held are owned beneficially by the nominee. Beneficial ownership means he or she has or shares voting power and/or investment power with respect to the securities, even though another name (that of a broker, for example) appears in the Company's records. All ownership figures are as of February 28, 2013.



**Glenn A. Britt**  
 Age: 64 Director since: 2004  
*Xerox securities owned:* 1,000 common shares and 122,697 DSUs  
*Options/Rights:* None  
*Occupation:* Chairman and Chief Executive Officer, Time Warner Cable Inc.  
*Education:* AB, Dartmouth College; MBA, Amos Tuck School of Business Administration  
*Other Directorships:* Time Warner Cable Inc. (since 2003; Chairman since 2008); Cardinal Health, Inc. (since 2008); TIAA (2007-2009)

*Other Background:* Joined Time Inc. in 1972. Elected Vice President of Time Inc. in 1988, Treasurer in 1989 and Vice President-Finance in 1998. Became Senior Vice President and Treasurer of Time Warner Inc. and then President and CEO of Time Warner Cable Ventures. He has served as Time Warner Cable's Chairman since March 2009 and previously from August 2001 to March 2008. He has served as CEO of Time Warner Cable since 2001. Chair of the Compensation Committee of Xerox. Lead Independent Director of Xerox.

Mr. Britt brings to the Board expertise relevant to a large public company, including a broad range of business skills and experiences, financial literacy and expertise and executive and management leadership skills. These skills and expertise are the result of his education, long and successful business career, during which he served in several leadership positions including treasurer, chief financial officer and CEO of a leading cable telecommunications company; and his service on other public company boards and committees.

**Ursula M. Burns**

Age: 64 Director since: 2007

Xerox securities owned: 725,082 common shares; 53,044 common shares in a grantor retained annuity trust (GRAT); 3,318 common shares in an ESOP account; an interest in approximately 5,000 common shares through the Xerox Stock Fund under the Xerox 401(k) Savings Plan; 600,000 common shares in trusts for children; immediate family owns 3,458 common shares and an interest in approximately 32,100 common shares through the Xerox Stock Fund under the Xerox 401(k) Savings Plan

Options/Rights: 654,755 common shares

Occupation: Chairman of the Board and Chief Executive Officer, Xerox Corporation

Education: BS, Polytechnic Institute of New York; MS, Columbia University

Other Directorships: American Express Corporation (since 2004); Exxon Mobil Corporation (since 2012); Boston Scientific Corporation (2002-2008)

**Other Background:** Joined Xerox in 1980 and subsequently advanced through several engineering and management positions. Named Vice President and General Manager, Departmental Business Unit in 1997; Vice President, Worldwide Manufacturing in 1998; Senior Vice President, Corporate Strategic Services in 2000; Senior Vice President, President, Document Systems and Solutions Group in 2001; and Senior Vice President, President, Business Group Operations in 2002. Elected President in April 2007; Chief Executive Officer in July 2008; Chairman of the Board in May 2010.

Ms. Burns brings to the Board expertise relevant to a large public company, including her expertise in global business and technology; extensive operating and management experience at Xerox, a technology-driven global manufacturing and business services company, including currently serving as CEO; and deep understanding of Xerox's people and products that she has acquired in over 30 years of service at Xerox. She also possesses a broad range of experience and skills garnered from the various other leadership positions she has held at Xerox and from her service on other public company boards and committees.

**Richard J. Harrington**

Age: 66 Director since: 2004

Xerox securities owned: 955 common shares and 82,849 DSUs

Options/Rights: None

Occupation: Chairman and General Partner, The Cue Ball Group; Retired President and Chief Executive Officer, The Thomson Corporation

Education: BA, University of Rhode Island

Other Directorships: Aetna, Inc. (since 2008)

**Other Background:** After his retirement from The Thomson Corporation, Mr. Harrington served as Chairman of the Thomson Reuters Foundation. Prior to his retirement, he was President and CEO of The Thomson Corporation. He joined Thomson in 1982 and held a number of leadership positions including President and CEO of Thomson Newspapers; President and CEO of Thomson Professional Publishing; President and CEO of Mitchell International and President of Thomson & Thomson; Employed as an auditor for Arthur Young & Co. for six years prior to joining Thomson. Chairman of the Audit Committee of Xerox.

Mr. Harrington brings to the Board expertise relevant to a large public company, including his broad business experience, extensive knowledge of complex operational matters, executive leadership expertise and financial literacy and expertise. These skills and expertise are the result of his training and work experience in accounting, his long and successful business career, during which he served in several leadership positions culminating in his serving as the CEO of a global provider of electronic information, software and services, and his service on other public company boards and committees.



**William Curt Hunter**

Age: 63 Director since: 2004

Xerox securities owned: 114,141 DSUs and an indirect interest in approximately 7,635 common shares through the Deferred Compensation Plan for Directors and 80 common shares held by immediate family

Options/Rights: None

Occupation: Dean Emeritus, Tippie College of Business, University of Iowa

Education: BA, Hampton University; MBA, Northwestern University; PhD, Northwestern University

Other Directorships: Trustee of Nuvoon Investments (since 2003); Wellmark, Inc. (since 2003); SSGC Technologies, Inc. (2006)

**Other Background:** Served as Dean of Tippie College of Business at the University of Iowa from 2006 to 2012. From 2003 to 2006, held position of Dean and Distinguished Professor of Finance at the University of Connecticut. During a 15-year career with the Federal Reserve System, held various official positions including Senior Vice President and Director of Research at the Federal Reserve Bank of Chicago and as Associate Economist on the Federal Reserve's Federal Open Market Committee (1995-2003). From 1988-1996, held appointments as research officer and senior financial economist, and then as vice president at the Federal Reserve Bank of Atlanta. Held faculty positions at the University of Georgia, Atlanta University, Emory University and Northwestern University. Member of the Audit Committee and the Corporate Governance Committee of Xerox.

Mr. Hunter brings to the Board expertise relevant to a large public company, including his financial literacy and expertise, accounting skills and competency and overall financial acumen. These skills and expertise are the result of his education, service in the Federal Reserve System, service in various faculty positions at universities and his service on other public company boards and committees.



**Robert J. Keagan**

Age: 65 Director since: 2010

Xerox securities owned: 39,662 DSUs

Options/Rights: None

Occupation: Operating Partner, Friedman Fleischer & Lowe; Retired Chairman of the Board, Chief Executive Officer and President, The Goodyear Tire & Rubber Company

Education: BA, LeMoynes College; MBA, University of Rochester

Other Directorships: The Goodyear Tire & Rubber Company (2000-2010)

**Other Background:** Prior to his retirement, he served as President and Director of The Goodyear Tire & Rubber Company since 2000, and served as its Chief Executive Officer and Chairman of the Board from 2003 to 2010. He joined Goodyear in 2000 and held a number of leadership positions, including Chief Operating Officer. Previously he served as Executive Vice President of Eastman Kodak from 1997 until 2000. He held various marketing, financial and managerial posts at Eastman Kodak Company from 1972 through 2000, except for a two year period beginning in 1995 when he was an Executive Vice President of Avery Dennison Corporation. Member of the Audit Committee and the Compensation Committee of Xerox.

Mr. Keagan brings to the Board expertise relevant to a large public company, including his broad business experience, executive leadership expertise and extensive knowledge of financial and operational matters. These skills and experience are the result of his long and successful career during which he served in several leadership positions at The Goodyear Tire & Rubber Company and Eastman Kodak Company, culminating in his serving as Chairman and CEO at The Goodyear Tire & Rubber Company, a leading global company.





**Robert A. McDonald**  
 Age: 69 Director since: 2005  
 Xerox securities owned: 79,941 DSUs  
 Options/Rights: None  
 Occupation: Chairman of the Board, President and Chief Executive Officer, The Procter & Gamble Company  
 Education: BS, U.S. Military Academy; MBA, University of Utah  
 Other Directorships: The Procter & Gamble Company (since 2009; Chairman since 2010)

**Other Background:** Joined Procter & Gamble in 1980. Named Vice President and General Manager - Philippines, Asia/Pacific-South, Procter & Gamble Far East in 1984; Regional Vice President - Japan, Procter & Gamble Asia in 1988; President, Northeast Asia in 1990; President, Global Fabric & Home Care in 2001; Vice Chairman, Global Operations in 2004; Chief Operating Officer in 2007; President and Chief Executive Officer in 2009; Chairman of the Board in 2010. Member of the Audit Committee and Compensation Committee of Xerox.

Mr. McDonald brings to the Board expertise relevant to a large public company, including his business skills and experience, international experience, executive leadership expertise and extensive knowledge of financial and operational matters. These skills and experience are the result of his education and his long and successful career at Procter & Gamble, a leading global company, where he served in several leadership positions culminating in his currently serving as CEO and Chairman.



**Charles Prince**  
 Age: 63 Director since: 2008  
 Xerox securities owned: 10,000 shares of Common Stock, 63,470 DSUs  
 Options/Rights: None  
 Occupation: Retired Chairman and Chief Executive Officer, Citigroup Inc.  
 Education: BA, MA and JD, University of Southern California; LL.M., Georgetown University  
 Other Directorships: Johnson & Johnson (since 2008); Citigroup Inc. (2003-2007; Chairman 2003-2007)

**Other Background:** Served as Chief Executive Officer of Citigroup Inc. from 2003 to 2007 and as Chairman from 2008 to 2007. Previously he served as Chairman and Chief Executive Officer of Citigroup's Global Corporate and Investment Bank from 2002 to 2003, Chief Operating Officer from 2001 to 2002 and Chief Administrative Officer from 2000 to 2001. Mr. Prince began his career as an attorney at U.S. Steel Corporation in 1975 and in 1978 joined Commercial Credit Company (a predecessor company to Citigroup) where he held various management positions until 1995, when he was named Executive Vice President. Member of the Corporate Governance Committee and the Finance Committee of Xerox.

Mr. Prince brings to the Board expertise relevant to a large public company, including a broad mix of business skills and experience, executive leadership expertise, organizational and operational management skills, international experience and knowledge of complex global business, financial and legal matters. These skills and experience are the result of his education, his long and successful career during which he served in several leadership positions culminating in his serving as CEO of a global financial services company and his service on other public company boards and committees.



**Ann N. Reese**

Age: 60 Director since: 2003

Xerox securities owned: 8,864 common shares and 101,581 DSUs

Options/Rights: 5,000 common shares

Occupation: Executive Director, Center for Adoption Policy

Education: BA, University of Pennsylvania; MBA, New York University Graduate School of Business

Other Directorships: Sears Holdings (since 2006); Genosco and Wyoming Inc. (since 2012); The Jones Group Inc. (2003-2011); Merrill Lynch & Co., Inc., (2004-2009); CBS Corporation (2006-2008)

**Other Background:** Co-founded the Center for Adoption Policy in 2001. Principal, Clayton, Dubilier & Rice, 1990 to 2000. Executive Vice President and Chief Financial Officer, ITT Corporation, 1985 to 1998; Treasurer, ITT Corporation, 1982 to 1988; Assistant Treasurer, ITT Corporation, 1987 to 1992. Chairman of the Corporate Governance Committee and member of the Finance Committee of Xerox.

Ms. Reese brings to the Board expertise relevant to a large public company, including her extensive executive experience in corporate finance, financial reporting and strategic planning, as well as her knowledge, perspective and corporate governance expertise. These skills and experience are the result of her long and successful career during which she served in several leadership positions, including chief financial officer and treasurer, and service on other public company boards and committees.



**Sara Martinez Tucker**

Age: 67 Director since: 2011

Xerox securities owned: 31,520 DSUs

Options/Rights: None

Occupation: Chief Executive Officer, National Math and Science Initiative; Former Under Secretary of Education in the U.S. Department of Education

Education: Bachelor of Journalism and MBA, University of Texas at Austin; honorary doctorates conferred by Boston College, the University of Maryland

University College and the University of Notre Dame

Other Directorships: American Electric Power Co., Inc. (since 2008)

**Other Background:** Former Under Secretary of Education in the U.S. Department of Education (2006 - 2008). Chief executive officer and president of the Hispanic Scholarship Fund from 1997 to 2006. Prior experience as an AT&T executive. Member of the Corporate Governance Committee and the Finance Committee of Xerox.

Ms. Tucker was elected by the Board effective September 1, 2011. She was recommended for the Board by a non-management director. Ms. Tucker brings to the Board expertise relevant to a large public company, including her business experience and executive leadership expertise. These skills and experience are the result of her education, service at the United States Department of Education, leadership positions at the Hispanic Scholarship Fund and her service on other public company boards and committees.



**Mary Agnes Wilderotter**  
 Age: 68 Director since: 2008  
 Xerox securities owned: 76,454 DSUs  
 Options/Rights: None  
 Occupation: Chairman and Chief Executive Officer, Frontier Communications Corporation  
 Education: BA, College of the Holy Cross  
 Other Directorships: Frontier Communications Corporation (since 2004; Chairman since 2008); The Procter & Gamble Company (since 2009); Yahoo! Inc. (2007-2009); The McGraw-Hill Company (2001-2007)

**Other Background:** Joined Frontier Communications Corporation (formerly Citizens Communications) in 2004 as President and Chief Executive Officer, named Chairman and Chief Executive Officer in 2008. Senior Vice President of Worldwide Public Sector, Microsoft, 2002-2004. President and Chief Executive Officer, Wink Communications, Inc., 1999-2002. Executive Vice President, National Operations, AT&T Wireless Services, Inc. and Chief Executive Officer of AT&T's Aviation Communications Division 1995-1998. Senior Vice President, McGraw Cellular Communications Inc., 1990-1995. Chairman of the Finance Committee of Xerox.

Mrs. Wilderotter brings to the Board expertise relevant to a large public company, including her broad business skills and experience and executive leadership expertise. These skills and experience are the result of her long and successful career in the cable and communications and information technology industries, during which she served in several leadership positions culminating in her currently serving as Chairman and CEO of a telecommunications and media company, and her extensive service on other public company boards and committees.

**The Board of Directors recommends a vote**

**FOR**

**the election of the ten (10) Directors nominated by the Board of Directors**

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## CORPORATE GOVERNANCE

Xerox is committed to the highest standards of business integrity and corporate governance. All of our directors, executives and employees must act ethically. In addition, our directors must act in accordance with our Code of Business Conduct and Ethics for Members of the Board of Directors; our principal executive officer, principal financial officer and principal accounting officer, among others, must act in accordance with our Finance Code of Conduct; and all of our executives and employees must act in accordance with our Code of Business Conduct. Each of these codes of conduct, as well as our Corporate Governance Guidelines and the charters of our Audit, Compensation, Corporate Governance and Finance Committees can be accessed through our website at [www.xerox.com/governance](http://www.xerox.com/governance). They are also available to any shareholder who requests them in writing addressed to Xerox Corporation, 46 Glover Avenue, P.O. Box 4505, Norwalk, CT 06850-4505, Attention: Corporate Secretary. We will disclose any future amendments to, or waivers from, provisions of our Code of Business Conduct and Ethics for members of the Board of Directors and our Finance Code of Conduct for our officers on our website as promptly as practicable, as may be required under applicable SEC and NYSE rules. The Corporate Governance Committee of the Board periodically reviews and reassesses the adequacy of our overall corporate governance, Corporate Governance Guidelines and committee charters.

### Director Nomination Process

The Corporate Governance Committee considers candidates for Board membership recommended by Board members, management, shareholders and others (see below). The Corporate Governance Guidelines require that a substantial majority of the Board should consist of independent directors and that management representation on the Board should be limited to senior Company management. There are no specific minimum qualifications that the Corporate Governance Committee believes must be met by prospective candidates; however, the Corporate Governance Committee applies the criteria set forth in our Corporate Governance Guidelines. Those criteria include, among other things, the candidate's broad perspective, integrity, independence of judgment, experience, expertise, diversity, ability to make independent analytical inquiries, understanding of the Company's business environment and willingness to devote adequate time and effort to Board responsibilities. The Corporate Governance Committee does not assign specific weight to particular criteria and no particular criterion is necessarily applicable to all prospective nominees.

Our Corporate Governance Guidelines dictate that diversity should be considered by the Corporate Governance Committee in the director identification and nomination process. This means that the Corporate Governance Committee seeks nominees who bring a variety of business backgrounds, experiences and perspectives to the Board. We believe that the backgrounds and qualifications of the directors, considered as a group, should provide a broad diversity of experience, professions, skills, geographic representations, knowledge and abilities that will allow the Board to fulfill its responsibilities. Shareholders who wish to recommend individuals for consideration by the Corporate Governance Committee may do so by submitting a written recommendation to the Secretary of the Company at Xerox Corporation, 46 Glover Avenue, P.O. Box 4505, Norwalk, CT 06850-4505. Submissions must include sufficient biographical information concerning the recommended individual, including age, employment and current board memberships (if any), for the Corporate Governance Committee to consider. The submission must be accompanied by the written consent of the nominee to stand for election if nominated by the Board and to serve if elected by the shareholders. Recommendations received no earlier than November 6, 2013 and no later than December 9, 2013, will be considered for nomination at the 2014 Annual Meeting of Shareholders.

### Board Leadership Structure

We believe that the most effective board structure is one that emphasizes Board independence and ensures that the Board's deliberations are not dominated by management while also ensuring that the Board and senior management act with a common purpose and in the best interest of the Company. We believe we achieve this balance through the appointment of our CEO as Chairman of the Board and the appointment of a lead independent director.

Accordingly, our CEO serves as Chairman of the Board of Directors and Glenn A. Britt, Chairman of the Compensation Committee, serves as lead independent director. Our lead independent director's responsibilities include: presiding at executive sessions of the independent directors; calling special meetings of the independent directors, as needed; addressing individual Board member performance matters, as needed; and serving as

Reason on Board-wide issues between the independent directors and the CEO, as needed. Under our Corporate Governance Guidelines, each regularly scheduled Board meeting must include an executive session of all directors and the CEO and a separate executive session attended only by the independent directors. Our Board is 90 percent comprised of directors who qualify as independent directors and each of our standing Board committees is comprised solely of independent directors, including our Corporate Governance Committee, which establishes our corporate governance policy and monitors the effectiveness of policy at the Board level. The lead independent director is instrumental in working with the Chairman and CEO and other Board members to provide effective, independent oversight of the Company's management and affairs. You can find more information on the lead independent director on the Company's website at [www.xerox.com/governance](http://www.xerox.com/governance).

#### **Risk Oversight**

Our Board of Directors oversees our Enterprise Risk Management (ERM) process which is designed to strengthen our risk-management capability and to assess, monitor and manage all categories of business risk, including strategic, operational, compliance and financial reporting. The Company's Chief Financial Officer is responsible for the Company's ERM function through the Enterprise Risk Steering Committee which includes leaders from our services and technology business segments as well as corporate functional leaders. The Enterprise Risk Steering Committee inspects risk mitigation plans and progress, identifies and addresses emerging risks, and shares mitigation best practices across the Company. Additionally, to ensure that ERM is integrated with our business management, the Company's Management Committee, the Business Ethics and Compliance Board, and various Internal Control committees, monitor risk exposure and the effectiveness of how we manage these risks.

While the Board of Directors has ultimate oversight responsibility for the risk management process, various committees of the Board have been delegated responsibility for certain aspects of risk management. The Audit Committee focuses on financial risk, including risks associated with internal controls, audit, financial reporting and disclosure matters. At least quarterly, the Audit Committee discusses with management and our internal and external auditors these exposures, our policies with respect to risk assessment and risk management and the steps management has taken to monitor and control these exposures. In addition, the Compensation Committee seeks to incentivize employees in a manner that discourages unnecessary or inappropriate risk-taking, while encouraging a level of risk-taking behavior consistent with the Company's business strategy.

#### **Director Independence**

A director is not considered independent unless the Board determines that he or she has no material relationship with the Company. The Board has adopted categorical standards to assist in both its determination and the Corporate Governance Committee's recommendation as to each director's independence. Under these categorical standards, a director will be presumed not to have a material relationship with the Company if:

- (1) he or she satisfies the bright-line independence and other applicable requirements under the listing standards of the NYSE and all other applicable laws, rules and regulations regarding director independence, in each case from time to time in effect;
- (2) he or she is not a current employee (and none of his or her "immediate family members" is employed as an "executive officer," each as defined by the NYSE Corporate Governance Rules) of a company that has made payments to, or received payments from, the Company or any of its consolidated subsidiaries for property or services in an amount which, in any of the last three fiscal years, exceeds the greater of \$1 million or one percent of such other company's consolidated gross revenues; and
- (3) in the event that he or she serves as an executive officer or director of a charitable organization, the Company and its consolidated subsidiaries donated less than five percent of that organization's charitable receipts (provided that if within the preceding three years the Company and its consolidated subsidiaries donated annual aggregate contributions in excess of \$1 million or two percent of the annual consolidated gross revenue of the charitable organization, such contributions must be disclosed in the Company's Proxy Statement).

Our Board has determined that all of the nominees for election as directors are independent under the NYSE Corporate Governance Rules and our Corporate Governance Guidelines, with the exception of Ursula M. Burns, our Chairman of the Board and Chief Executive Officer.

In addition, the Corporate Governance Committee reviews relationships involving members of the Board, their immediate family members and affiliates, and transactions in which members of the Board, their immediate family members and their affiliates have a direct or indirect interest in which the Company is a participant to determine whether such relationship or transaction is material and could impair a director's independence. In making independence determinations, the Board considers all relevant facts and circumstances from the point of view of both the director and the persons or organizations with which the director has relationships. See "Certain Relationships and Related Person Transactions."

As a result of the aforementioned review, 90% of our nominees for election as directors are deemed to be independent.

#### **Certain Relationships and Related Person Transactions**

##### **Related Person Transactions Policy**

The Board has adopted a policy addressing the Company's procedures with respect to the review, approval and ratification of "related person transactions" that are required to be disclosed pursuant to Item 404(a) of Regulation S-K. The policy provides that any transaction, arrangement or relationship, or series of similar transactions, in which the Company will participate or has participated and a "related person" (as defined in Item 404(a) of Regulation S-K) has or will have a direct or indirect material interest, and which exceeds \$120,000 in the aggregate, is subject to review (each such transaction, a "Related Person Transaction"). In its review of Related Person Transactions, the Corporate Governance Committee reviews the material facts and circumstances of the transaction and takes into account certain factors, where appropriate, based on the particular facts and circumstances, including: (i) the nature of the "related person's" interest in the transaction; (ii) the significance of the transaction to the Company and to the "related person"; and (iii) whether the transaction is likely to impair the judgment of the "related person" to act in the best interest of the Company.

No member of the Corporate Governance Committee may participate in the review, approval or ratification of a transaction with respect to which he or she is a "related person."

##### **Certain Employment Arrangements**

We actively recruit qualified candidates for our employment needs. Relatives of our executive officers and other employees are eligible for hire. We currently have a non-executive employee who are employed by Xerox or one of its subsidiaries who receive more than \$120,000 in annual compensation (salary, inclusive cash awards, equity awards and commissions) who are related to our current executive officers, including executive officers who are also directors. These are routine employment arrangements entered into in the ordinary course of business with compensation commensurate with that of their peers. The terms of their employment are consistent with the Company's human resources policies. Thomas Blodgett and Bill Blodgett, siblings of Lynn Blodgett, our Executive Vice President and President, Xerox Business Services, LLC (Xerox Services), earned \$1,035,649 and \$497,313, respectively, in compensation during 2012. Thomas Blodgett is a Chief Operating Officer at Xerox Services (Europe) and has been with Xerox Services for 18 years. Bill Blodgett is a Group President at Xerox Services and has been with Xerox Services for 13 years. Andrew Jenkins, Lynn Blodgett's son-in-law, earned \$383,349 in compensation during 2012. Andrew Jenkins is a Senior Vice President of Sales at Xerox Services and has been with Xerox Services for 16 years. The remaining 5 employees each received between \$120,000 and \$180,000 in compensation during 2012.

## BOARD OF DIRECTORS AND BOARD COMMITTEES

### Committee Functions, Membership and Meetings

Our Board of Directors has four standing committees: Audit, Compensation, Corporate Governance and Finance. Set forth below is a list of the committees of our Board, a summary of the responsibilities of each committee, the number of committee meetings held during 2012 for each committee and a list of the members of each committee.

#### Audit Committee (12 meetings)

A copy of the charter of the Audit Committee is posted on the Company's website at [www.xerox.com/governance](http://www.xerox.com/governance).

The responsibilities of the Audit Committee include:

- oversee the integrity of the Company's financial statements;
- oversee the Company's compliance with legal and regulatory requirements;
- oversee the Company's risk assessment policies and practices, including the Enterprise Risk Management process;
- assess independent auditors' qualifications and independence;
- assess performance of the Company's independent auditors and the internal audit function;
- review the Company's audited financial statements, including the Company's "Management's Discussion and Analysis of Financial Condition and Results of Operations," and recommend to the Board their inclusion in the Company's Annual Report on Form 10-K; and
- review and approve the Company's code of business conduct and ethics.

The Audit Committee is also responsible for the preparation of the Audit Committee Report that is included in the Proxy Statement on page 64.

Members: Richard J. Harrington; William Curt Hunter; Robert J. Keegan; and Robert A. McDonald.

Chairman: Mr. Harrington

The Board has determined that all of the members of the Audit Committee are (1) independent under the Company's Corporate Governance Guidelines and under the applicable SEC and NYSE Corporate Governance Rules and (2) "audit committee financial experts," as defined in the applicable SEC rules, and are financially literate. Designation or identification of a person as an audit committee financial expert does not impose any duties, obligations or liability that are greater than the duties, obligations and liability imposed on such person as a member of the Audit Committee and the Board of Directors in the absence of such designation or identification.

#### Compensation Committee (4 meetings)

A copy of the charter of the Compensation Committee is posted on the Company's website at [www.xerox.com/governance](http://www.xerox.com/governance).

The responsibilities of the Compensation Committee include:

- oversee development and administration of the Company's executive compensation plans;
- set the compensation of the CEO and other executive officers;
- review and approve the performance goals and objectives with respect to the compensation of the CEO and other executive officers;
- oversee the evaluation of the CEO and other executive officers;
- have sole authority to retain and terminate the consulting firms engaged to assist the Committee in the evaluation of the compensation of the CEO and other executive officers;
- be directly responsible for oversight of the work of the compensation consultants, including determination of compensation to be paid to any such consultant by the Company;
- conduct an independence assessment of any compensation consultants, including consideration of the six independence factors required under SEC rules and NYSE listing standards; and

- review and approve employment, severance, change-in-control, termination and retirement arrangements for executive officers.

The Compensation Committee is also responsible for reviewing and discussing the Compensation Discussion and Analysis (CD&A) with management, and has recommended to the Board that the CD&A be included in the Company's Proxy Statement (beginning on page 24) and incorporated by reference in the Company's 2012 Annual Report on Form 10-K. The CD&A discusses the material aspects of the Company's compensation objectives, policies and practices. The Compensation Committee's report appears on page 48 of this Proxy Statement.

The Compensation Committee has not delegated its authority for compensation for executive officers. The Compensation Committee has, however, delegated authority under the Company's equity plan to the CEO to grant equity awards to employees who are not executive officers. The CEO is responsible for setting the compensation of, reviewing performance goals and objectives for, and evaluating officers who are not executive officers.

Executive officer compensation decisions are made by the Compensation Committee after discussing recommendations with the CEO and the Senior Vice President of Human Resources. The Chief Financial Officer confirms the Company's financial results used by the Compensation Committee to make compensation decisions. The Chief Financial Officer may attend Compensation Committee meetings to discuss financial targets and results for the Annual Performance Incentive Plan and the Executive Long-Term Incentive Program as described in the CD&A. The Compensation Committee meets in executive session to review and approve compensation actions for the CEO and Chairman.

The Compensation Committee has retained Frederic W. Cook & Co., Inc. as an independent consultant to the Compensation Committee. Frederic W. Cook & Co., Inc., including Mr. Cook, provides no services to management and provides an annual letter to the Compensation Committee regarding its independence, which the Compensation Committee reviews and determines whether there is a conflict of interest. Based on its review for 2012, the Compensation Committee determined that Frederic W. Cook & Co., Inc.'s work has not raised any conflict of interest and that such firm is independent. The consultant's responsibilities are discussed beginning on page 27 of this Proxy Statement.

Members: Glenn A. Britz, Robert J. Keegan, and Robert A. McDonald.

Chairman: Mr. Britz

The Board has determined that all of the members of the Compensation Committee are independent under the Company's Corporate Governance Guidelines and NYSE Corporate Governance Rules. In addition, each Committee member is a "non-employee director" as defined in Rule 15b-3 under the Securities Exchange Act of 1934, and is an "outside director" as defined in section 162(m) of the Internal Revenue Code.

#### *Compensation Committee Interlocks and Insider Participation*

No member of the Compensation Committee was or is an officer or employee of the Company or any of its subsidiaries. In addition, during the last fiscal year, none of our executive officers served on the compensation committee (or its equivalent) or board of directors of another entity whose executive officer served on our Board or Compensation Committee.

#### *Corporate Governance Committee (4 meetings)*

A copy of the charter of the Corporate Governance Committee is posted on the Company's website at [www.xerox.com/governance](http://www.xerox.com/governance).

The responsibilities of the Corporate Governance Committee include:

- identify and recommend to the Board individuals to serve as directors of the Company and on Board committees;
- advise the Board regarding Board composition, procedures and committees;
- develop, recommend to the Board and annually review the corporate governance principles applicable to the Company;
- review significant environmental and corporate social responsibility matters;



- administer the Company's Related Person Transactions Policy;
- evaluate and recommend director compensation to the Board; and
- oversee the annual Board and committee evaluation processes.

The Corporate Governance Committee recommends to the Board nominees for election as directors of the Company and considers the performance of incumbent directors in determining whether to recommend their nomination.

Members: William Curt Hunter; Charles Prince; Ann N. Reese; and Sara Martinez Tucker.

Chairman: Ms. Reese

The Board has determined that all of the members of the Corporate Governance Committee are independent under the Company's Corporate Governance Guidelines and the NYSE Corporate Governance Rules.

#### *Finance Committee (4 meetings)*

A copy of the charter of the Finance Committee is posted on the Company's website as described above.

The responsibilities of the Finance Committee are:

- review the Company's cash position, capital structure and strategies, financing strategies, insurance coverage and dividend policy;
- review the adequacy of funding of the Company's funded retirement plans and welfare benefit plans in terms of the Company's purposes; and
- review the Company's policy on derivatives and annually determine whether the Company and its subsidiaries shall enter into swap and security-based swap transactions that are not cleared with a Commodity Exchange Act registered clearing organization.

Members: Charles Prince; Ann N. Reese; Sara Martinez Tucker; and Mary Agnes Wilderotter.

Chairman: Mrs. Wilderotter

The Board has determined that all of the members of the Finance Committee are independent under the Company's Corporate Governance Guidelines and the NYSE Corporate Governance Rules.

#### *Attendance and Compensation of Directors*

Attendance: 8 meetings of the Board of Directors and 24 meetings of the Board committees were held in 2012. All incumbent directors attended at least 75 percent of the total number of meetings of the Board and Board committees on which they served. The Company's policy generally is for all members of the Board of Directors to attend the Annual Meeting of Shareholders. All nominees who served as directors last year attended the 2012 Annual Meeting of Shareholders.

We believe that attendance at meetings is only one means by which directors may contribute to the effective management of the Company and that the contributions of all directors have been substantial and are highly valued.

#### *Summary of Director Compensation*

Compensation for our directors is determined by the Corporate Governance Committee and approved by the full Board of Directors. Directors who are our employees receive no additional compensation for serving as a director. Accordingly, Ms. Burns did not receive any additional compensation for her service on the Board during 2012.

During fiscal year 2012, the annual cash retainer for directors was \$66,000; the value of the annual equity retainer for directors was \$130,000; the chairman of the Audit Committee received an additional \$20,000; Audit Committee members each received an additional \$10,000; the chairman of the Compensation Committee received an additional \$10,000; Compensation Committee members each received an additional \$5,000; the chairman of the Corporate Governance and Finance Committees each received an additional \$10,000; and the Lead Independent Director received an additional \$15,000. The directors do not have an option to receive additional equity in lieu of cash. Directors also receive reimbursement for out-of-pocket expenses incurred in connection with their service on the Board.

Each non-employee director is required to establish a meaningful equity ownership interest in the Company and is prohibited from using any strategies or products to hedge against the potential changes in the value of Xerox stock. This equity ownership interest is achieved by paying the director's annual equity retainer in DSUs. By serving on the Board of Directors for a period of approximately one and a half years, a director would hold DSUs equivalent in value (as of date of grant) to at least three times a director's current annual cash retainer. All of our directors currently hold DSUs in excess of this amount. The longer a director serves on the Board and is paid in the form of an equity retainer, the larger his/her equity ownership interest in the Company becomes because, by their terms, all DSUs are required to be held by directors until the earlier of one year after termination of Board service or the date of death.

DSUs are a bookkeeping entry that represent the right to receive one share of the Company's Common Stock at a future date. DSUs include the right to receive dividend equivalents, which are credited in the form of additional DSUs, at the same time and in approximately the same amounts that the holder of an equivalent number of shares of Common Stock would be entitled to receive in dividends. The DSUs are issued under the 2004 Directors Plan, which was approved by Xerox shareholders at the 2004 Annual Meeting of Shareholders and is proposed to be amended and related as set forth in Proposal 4 in this Proxy Statement. Individually, the compensation for each non-employee director during fiscal year 2012 was as follows:

Name of Director (1)	Fees earned or paid in cash (\$)	Stock Awards (\$)(2)	Option Awards (\$)	Non-Equity Incentive Plan Compensation (\$)	Change in Pension Value and Non-Qualified Deferred Compensation Earnings (\$)	All Other Compensation (\$)(3)	Total (\$)
Glen A. Britt	95,000	130,000	—	—	—	—	225,000
Richard J. Harrington	85,000	130,000	—	—	—	—	215,000
William Curt Hunter	75,000	130,000	—	—	—	—	205,000
Robert J. Keegan	80,000	130,000	—	—	—	—	210,000
Robert A. McDonald	80,000	130,000	—	—	—	—	210,000
N. J. Nicholas, Jr.	82,500	65,000	—	—	—	—	147,500
Charles Prince	85,000	130,000	—	—	—	—	195,000
Ann N. Reese	75,000	135,000	—	—	—	—	205,000
Sara Martinez Tucker	85,000	130,000	—	—	—	—	195,000
Mary Agnes Wilderotter	75,000	130,000	—	—	—	—	205,000

(1) Mr. Nicholas did not stand for reelection at the 2012 Annual Meeting.

(2) Compensation awarded in the form of DSUs are reflected in this column. The amount presented in this column reflects the aggregate grant date fair value of the DSUs awarded during 2012 computed in accordance with Financial Accounting Standards Board Accounting Standards Codification (FASB ASC) Topic 718, Compensation—Stock Compensation.

The total number and value of all DSUs as of the end of 2012 (based on the year-end closing market price of our Common Stock of \$6.52) held by each director is as follows: Mr. Britt, 112,530 (\$737,456); Mr. Harrington, 85,495 (\$558,231); Mr. Hunter, 104,924 (\$713,536); Mr. Keegan, 30,612 (\$200,774); Mr. McDonald, 70,639 (\$461,751); Mr. Nicholas, 78,399 (\$511,313); Mr. Prince, 64,271 (\$420,129); Ms. Reese, 92,143 (\$601,415); Ms. Tucker, 22,530 (\$147,055); and Mrs. Wilderotter, 66,180 (\$431,348).

(3) In accordance with applicable SEC rules, dividend equivalents paid in 2012 on DSUs are not included in "All Other Compensation" because those amounts were factored into the grant date fair values of the DSUs.

For information on compensation for directors who are officers, see the executive compensation tables beginning on page 47.

## SECURITIES OWNERSHIP

## Ownership of Company Securities

We are not aware of any person who, or group which, owns beneficially more than 5% of any class of the Company's equity securities as of December 31, 2012, except as set forth below<sup>(1)</sup>.

Title of Class	Name and Address of Beneficial Owner	Amount and Nature of Beneficial Ownership	Percent of Class (2)
Common Stock	Dodge & Cox 885 California Street, 40th Floor San Francisco, CA 94104	116,437,432(2)	8.1%
Common Stock	State Street Corporation, as Trustee under other plans and accounts State Street Financial Center One Lincoln Street Boston, MA 02111	79,388,801(3)	6.2%
Common Stock	Franklin Mutual Advisors, LLC 101 John F. Kennedy Parkway Short Hills, NJ 07078-2789	71,195,148(4)	5.6%
Common Stock	BlackRock, Inc. 40 East 52nd Street New York, NY 10022	64,831,301(5)	5.1%
Common Stock	Darwin Deason 8181 Douglas Avenue, 10th Floor Dallas, TX 75225	64,490,814(6)	5.1%

- (1) The words "group" and "beneficial" are as defined in regulations issued by the SEC. Beneficial ownership under such definition means possession of sole voting power, shared voting power, sole dispositive power or shared dispositive power. The information provided in this table is based solely upon the information contained in the most recent Form 13G or Form 13G/A filed by the named entity with the SEC (other than the information provided regarding the holdings of State Street Corporation acting as ESOP Trustee under the Xerox ESOP). Dodge & Cox, BlackRock, Inc. and Franklin Mutual Advisors, LLC are registered investment advisors under the Investment Advisors Act of 1940, as amended. BlackRock, Inc. has subsidiaries that are investment advisors under the Investment Advisors Act of 1940, as amended, with beneficial ownership of the shares.
- (2) Within the total shares reported, as to certain of the shares, Dodge & Cox has sole voting power for 108,538,048 shares, sole dispositive power for 116,437,432 shares and has no shared voting or shared dispositive power for any of the shares. These securities are beneficially owned by clients of Dodge & Cox, which clients may include investment companies registered under the Investment Company Act of 1940 and other managed accounts.
- (3) Within the total shares reported, as to certain of the shares, State Street Corporation has shared voting power and shared dispositive power for 79,388,801 shares, and has no sole voting power or sole dispositive power for any of the shares. As of December 31, 2012, State Street Corporation held 12,822,710 of the total reported shares as ESOP Trustee under the Xerox ESOP. Each ESOP participant may direct the ESOP Trustee as to the manner in which shares allocated to his or her ESOP account shall be voted. The ESOP Trust Agreement provides that the ESOP Trustee shall vote any shares allocated to participants' ESOP accounts as to which it has not received voting instructions in the same proportions as shares in participants' ESOP accounts as to which voting instructions are received. The power to dispose of shares is governed by the terms of the ESOP Plan and elections made by ESOP participants.

- (4) Franklin Mutual Advisors, LLC has sole voting power and sole dispositive power for 71,185,140 shares, and has no shared voting power or shared dispositive power for any of the shares. These securities are beneficially owned by clients of Franklin Mutual, which clients may include investment companies registered under the Investment Company Act of 1940 and other managed accounts.
- (5) BlackRock, Inc. and its subsidiary companies have sole voting power and sole dispositive power for 64,891,301 shares, and have no shared voting power or shared dispositive power for any of the shares.
- (6) Darwin Deason has sole voting power and sole dispositive power for 64,480,814 shares, and has no shared dispositive or shared voting power for any of the shares.

Shares of Common Stock of the Company owned beneficially by its directors and nominees for director, each of the current executive officers named in the Summary Compensation Table and all directors and current executive officers as a group, as of February 28, 2013, were as follows:

Name of Beneficial Owner	Amount Beneficially Owned	Total Stock Interest
Lynn R. Blodgett	3,548,851	3,730,849
Glenn A. Britt	1,000	123,087
Ursula M. Burns	1,385,801	2,077,784
James A. Freestone	888,023	779,821
Richard J. Harrington	868	93,705
William Curt Hunter	50	121,828
Robert J. Keegan	0	39,882
Luca Maestri*	0	100,223
Robert A. McDonald	0	79,841
Charles Prince	10,000	79,470
Ann N. Reese	11,834	110,235
Sara Martinez Tucker	0	31,529
Mary Agnes Widelotter	0	75,464
Armando Zagalo de Lima	244,116	547,186
All directors and executive officers as a group (18)	6,278,214	8,888,854

\* Luca Maestri stepped down from his position of Executive Vice President and Chief Financial Officer effective February 28, 2013.

**Percent Owned by Directors and Executive Officers:** Less than 1% of the aggregate number of shares of Common Stock outstanding at February 28, 2013 is owned by any director or executive officer. The amount beneficially owned by all directors and executive officers as a group amounted to less than 1%.

**Amount Beneficially Owned:** The numbers shown are the shares of Common Stock considered beneficially owned by the directors and executive officers in accordance with SEC rules. Shares of Common Stock which executive officers and directors had a right, within 60 days, to acquire upon the exercise of options or rights are included. Shares held in a grantor retained annuity trust or by family members, shares held in the ESOP accounts and vested shares, the receipt of which have been deferred under one or more equity compensation programs, are also included. All these are counted as outstanding for purposes of computing the percentage of Common Stock outstanding and beneficially owned.

**Total Stock Interest:** The numbers shown include the amount shown in the Amount Beneficially Owned column plus options held by directors and executive officers not exercisable within 60 days, DSUs, performance shares and restricted stock units. The numbers also include the interests of executive officers and directors in the Xerox Stock Fund under the Xerox Corporation Savings Plan and the Deferred Compensation Plans.

**Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the 1934 Act requires the Company's directors, executive officers and persons who own more than ten percent of the Common Stock of the Company, to file with the SEC initial reports of beneficial ownership and reports of changes in beneficial ownership of Common Stock of the Company. Directors, executive officers and greater than ten percent shareholders are required by the regulations of the SEC to furnish the Company with copies of all Section 16(a) reports they file. Based solely on review of the copies of such reports furnished to the Company or written representations that no other reports were required to be filed with the SEC, the Company believes that all reports for the Company's directors and executive officers that were required to be filed under Section 16 of the Securities Exchange Act of 1934 during the fiscal year ended December 31, 2012 were timely filed.

**EXECUTIVE COMPENSATION****COMPENSATION DISCUSSION AND ANALYSIS****EXECUTIVE SUMMARY****2012 Performance Overview**

During 2012, we focused on aligning our costs, investments, diverse portfolio and operations with our services-led strategy that is designed to accelerate growth in our services business segment while maximizing the profitability of our technology business segment. Highlights of our 2012 financial performance include:

- Total revenue was \$22.4 billion, a decline of 1 percent from the prior year and includes a 1-percentage point negative impact from currency. Revenues in our services segment grew by 6 percent, while revenues in our technology segment declined 8 percent from the prior year and included a 2-percentage point unfavorable impact from currency. Revenues in our technology segment continued to be impacted by the weak macro-economic environment as well as an increasing migration of customers to our managed print services.
- Adjusted earnings per share (EPS) of \$1.03, a decrease from 2011 adjusted EPS of \$1.08. GAAP EPS of \$0.88 and \$0.90 in 2012 and 2011, respectively, were both adjusted to exclude the amortization of intangible assets. 2012 results reflect continued pressure on margins as we ramp-up services contracts partially offset by operational improvements and cost reductions from restructuring actions. We incurred additional restructuring charges of \$0.00 in 2012 as we actively manage our cost structure to improve our profitability and align it with our services-focused business model.
- Operating cash flow of \$2.55 billion. Our strong cash generation enables us to provide a return to shareholders through our share repurchase program, acquisitions and an increase in our quarterly dividend.

**Linking Pay to Performance**

Our compensation philosophy is to attract, retain and develop first-class executive talent, reward past performance and motivate future performance. Our approach to executive compensation is to pay for performance and align executive compensation with the Company's business strategy and the creation of long-term shareholder value. We reward named executive officers when the Company achieves annual and long-term performance objectives. Likewise, performance below targeted levels results in less than target compensation. Generally, two-thirds or more of our named executive officers' pay is performance-based and, therefore, at risk and variable from year to year. In 2012, 86% of our Chief Executive Officer's (CEO) target compensation (base pay, short-term and long-term incentives at target) was performance-based. By making performance a substantial component of executive compensation, we link our executives' short- and long-term interests to those of our shareholders. Named executive officer compensation for 2012 was consistent with the objectives of our compensation philosophy and with our performance. The compensation actions taken by the Compensation Committee for our named executive officers are summarized below:

- **Base Salaries:** Based on concerns about the continuing uncertainties in the worldwide economy, the Committee determined that there would be no salary increases for named executive officers in 2012 with the exception of Luca Massi whose salary was low based on internal comparisons and in light of his contributions to the Company since his hire into the Chief Financial Officer (CFO) role.

- **Short-Term Incentives:** revenue growth, adjusted earnings per share and operating cash flow were the 2012 performance measures for our annual short-term incentive program. Performance with respect to constant currency revenue growth and adjusted earnings per share was below threshold and operating cash flow performance exceeded maximum. Based on the Company's mixed performance results, the Compensation Committee used its negative discretion and approved short-term incentive awards for our named executive officers. However, the awards for Mr. Maestri and Mr. Blodgett were then increased by 20% based on their strong performance, as permitted under our program. Further information can be found under *Defining Short-Term Incentive Awards*.
- **Long-Term Incentives:** The performance measures for our performance share award program in 2012 were revenue growth (which was increased in weighting from the prior year), adjusted earnings per share and operating cash flow (see *Long-Term Incentive Performance Share Measures* for definitions). Three of our named executive officers (Mr. Burns, Mr. Maestri and Mr. Blodgett) received increases in the target grant date value of their long-term incentive awards, to better align with their responsibilities at Xerox, internal comparisons and a review of external peer group data. Two of our named executive officers (Mr. Maestri and Mr. Zagalo de Lima) also received special Restricted Stock Units ("RSUs") retention awards. In January 2013, Mr. Maestri announced his intention to step down from his position of Chief Financial Officer effective February 28, 2013. As a result of his separation, his long-term incentive awards have been cancelled.

Similar metrics and weightings are used for both our short- and long-term incentive programs as we believe that these are the three fundamental financial metrics that drive shareholder value.

#### Historical Payout Under Our Long-Term Incentive Program

Long-term incentives represent the majority of each of our named executive officer's target compensation. Our annual long-term incentive awards are provided in the form of performance shares. The number of performance shares that are earned and vest are based on achievement of performance goals over a three-year performance period and are directly linked to performance of the Company and shareholder value. If our shareholder value increases or decreases, so does the value of the executives' performance shares. For example, performance share awards that were granted to participating named executive officers in July 2008 vested in July 2011. Based on achievement against performance measures and the stock price on the vesting date, the payout received was valued at 48% of the target grant date value. In addition, from time to time, the Compensation Committee approves retention awards in the form of RSUs.

The chart below reflects historical payouts for performance shares based on achievement against performance measures and the actual stock price on the vesting date:

Grant Date	Vesting Date	Performance Payout Factor as a % of Shares Granted	Actual Payout Value at Vesting as a % of Grant Date Award Value*
4/1/2008	4/1/2009	136%	42%
7/1/2007	7/1/2010	80%	35%
7/1/2008	7/1/2011	80%	48%

\* For performance share awards, the actual payout value is based on the calculated performance payout factor and the stock price on the vesting date.

In July 2009, instead of granting performance shares, the Committee granted RSUs with a payout tied to the change in stock price because it was not possible to set long-term performance goals in light of the unpredictable economic environment at that time. The 2009 award was designed to pay out at a minimum of 80% and a maximum of 120% of the grant date award value if the share price decreased or increased by 20% or more from the date of grant, based on the average closing price over the three month period preceding the July 2012 vesting date. Based on the average closing price over the three month period preceding the vesting date, the named executive officers who were granted these awards received 115.47% of the original number of shares granted. The value of the 2009 award payout on the vesting date (based on the additional shares that were granted and the increase in share price as calculated on the vesting date) was equal to 137.48% of the target grant date value.

#### Best Practices

The Committee regularly reviews executive compensation best practices and, consistent with these practices, in fiscal 2012:

- Eliminated the executive annual physical program beginning January 2013
- Reviewed the executive compensation program to ensure alignment with the Company's evolving business model and compensation principles

Other best practices in place at Xerox include:

- Emphasizing pay for performance to align executive compensation with the Company's business strategy and the creation of long-term shareholder value
- Annual equity awards typically granted 100% in performance shares
- Double-trigger vesting of equity awards upon a change in control
- In the event of material noncompliance with financial reporting requirements resulting in an accounting restatement, clawback provisions to permit recoupment of short- and long-term incentive compensation paid during the preceding three years, in excess of what would have been paid under an accounting restatement
- Clawback provisions that permit recoupment in the event the participant engages in detrimental activity against Xerox
- Stock ownership and post-retirement stock holding requirements
- Effective December 31, 2012, all future accruals under the Unfunded Supplemental Executive Retirement Plan (SERP) were frozen and no future benefits will be accrued
- Non-compete and non-solicitation agreements with key employees (where permissible under local law), prohibiting key employees from competing against the Company and from soliciting Xerox customers or current employees for a certain period of time after leaving the Company
- No excise tax reimbursement for new change-in-control severance agreements entered into in October 2010 and later. Initiated phase out of excise tax gross-ups for agreements entered into prior to October 2010. Phase out of excise tax gross-ups for agreements entered into prior to October 2010 was completed in early 2013.
- Limited perquisites and no tax gross-ups on perquisites
- Independent consultant to the Committee who does not perform any other services for the Company
- Prohibition on hedging of Company stock
- Generally no employment agreements or golden parachutes

**OVERVIEW**

Shareholder value is delivered through a world-class management team. Our executive compensation program plays an important role in attracting, retaining and rewarding people with the ability, drive and vision to manage our business and ensure our long-term success. Our executive compensation program is a significant component of our ability to create an advantage for Xerox in an increasingly competitive global market.

The named executive officers are the CEO, CFO and the three most highly compensated executive officers other than the CEO and CFO. The named executive officers for 2012 are:

Ursula M. Burns	Chairman and Chief Executive Officer
Luca Maestri	Executive Vice President and Chief Financial Officer
Lynn R. Blodgett	Executive Vice President; President, Xerox Services
Armando Zagalo de Lima	Executive Vice President; President, Xerox Technology
James A. Firestone	Executive Vice President; President, Corporate Operations

Our compensation objectives are to:

- attract first-class executive talent
- retain key leaders
- reward past performance
- motivate future performance
- align the long-term interests of our officers with those of our shareholders
- foster the identification and development of leadership potential in key talent

Our executive compensation program is designed to develop and motivate the individual and collective abilities of our management team. We consider Company business performance and the competitive marketplace in the design, delivery and funding of our total compensation program. We use a variety of compensation elements to achieve these objectives, including base salary, short-term incentives and long-term incentives. Our executive compensation program provides a framework for governing our overall employee compensation program by setting general standards of performance. This helps to create an environment that links goals, expectations and performance to rewards.

**OVERSIGHT OF THE EXECUTIVE COMPENSATION PROGRAM**

The Compensation Committee (Committee) administers the executive compensation program on behalf of the Board and our shareholders. The members of the Committee are Glenn A. Britt, who serves as the Committee chair, Robert A. McDonald and Robert J. Kagan. The Committee is composed entirely of independent members of the Board, consistent with the governance standards under the listing requirements of the NYSE.

The Committee's responsibilities are discussed beginning on page 18 of this Proxy Statement, and a complete description of its responsibilities and functions is set forth in its charter, which can be found on the Company's website at [www.xerox.com/governance](http://www.xerox.com/governance). For additional information on the members of the Committee, see "Biographies."

The Committee has retained the services of an independent compensation consulting firm, Frederic W. Cook & Co., Inc., to assist with its responsibilities. This consultant works only for the Committee and has performed no work for the Company since being retained as an independent consultant to the Committee. As provided in its charter, the Committee has the authority to determine the scope of the consultant's services and may terminate the consultant's engagement at any time. The consultant reports to the Committee and is an independent resource if the Committee has any questions or wishes to discuss issues. During fiscal 2012, the consultant provided the following services:

- continuously updated the Committee on trends in executive compensation, including providing the Committee chair with proactive advice on emerging trends and best practices;



- reviewed officer compensation levels and the Company's overall performance compared to a peer group made up of organizations with which the Company is likely to compete for executive expertise, as well as companies of similar size and scope (see *How We Implemented These Principles in 2012 - Xerox Peer Group* for additional information on the Xerox peer group);
- reviewed incentive compensation designs for short-term and long-term programs;
- advised the Committee on peer group companies for pay and performance comparisons;
- reviewed total shareholder return compared to the Xerox peer group, the S&P 500 and an industry peer group composed of companies in the S&P 500 IT index;
- reviewed the Compensation Discussion & Analysis and related compensation tables for the proxy statement;
- reviewed Committee materials with management before distribution to Committee members in order to advise management and the Committee of possible issues and suggested changes;
- attended Committee meetings as requested by the Committee chair, including meetings in executive session; and
- specifically advised the Committee on CEO compensation decisions.

#### OUR EXECUTIVE COMPENSATION PRINCIPLES

The following core principles reflect the compensation philosophy of the Company with respect to the named executive officers, as established and refined from time to time by the Committee. These principles are intended to motivate the named executive officers to improve the Company's financial performance; to be personally accountable for the performance of the business units, divisions, or functions for which they are responsible; and to collectively make decisions about the Company's business that will deliver value to shareholders over the long term.

1. Compensation should reinforce the Company's business objectives and values. Our executive compensation program includes the incentives necessary to reward the contributions and leadership that serve to increase profits, revenue, operating cash flow and shareholder value; enhance confidence in our financial stewardship; create and maintain the high morale and commitment of our employees; and enhance our reputation as a responsible corporate citizen.

2. Compensation should be linked to performance and should not motivate unnecessary risk for the Company. We consider both business performance and the competitive marketplace when we design, deliver and fund our compensation programs. We pay for performance by rewarding superior performance with premium compensation. We reward named executive officers when the Company achieves annual and long-term performance objectives. Likewise, performance below targeted levels results in less than target compensation. The Committee believes that a significant portion of a named executive officer's total compensation should be variable and tied to how well the Company, the individual, and the individual's business unit, division, or function performs against financial and non-financial objectives. Generally two-thirds or more of our named executive officers' pay is performance-based and, therefore, at risk and variable from year to year.

The philosophy and design of our programs are intended to keep executives focused on both the short-term and long-term performance of the Company. The Committee considers the impact of these programs on the behavior of the senior management team, including named executive officers, particularly related to short-term and long-term incentives. Performance objectives should not incite executives to take unnecessary risk that could jeopardize the health and future of the Company.

3. There should be flexibility in allocating the various compensation elements. The Committee believes that the majority of our named executive officers' compensation should be at risk through short-term cash and long-term equity incentives. It does not target any specific mix of elements of compensation in cash versus equity, or in fixed pay versus variable pay. Instead, the Committee has the flexibility to establish compensation consistent with the principle that the majority of pay should be at risk.

**4. Compensation opportunities should be competitive.**

Our total compensation program must be flexible to competitively attract, retain and motivate talent to drive the business in a global market. The Committee does not target a specific competitive position relative to the market in considering the compensation of our named executive officers. However, to further this principle, the Committee does review peer group compensation data from proxy statements annually to ensure that our executive compensation program for named executive officers is competitive in the global office equipment, technology, document services and business process and information technology outsourcing industries and with the Company's direct competitors.

**5. Incentive compensation should balance short-term and long-term performance.**

While the Committee seeks to structure a balance between achieving strong annual results and ensuring the Company's long-term viability and success, it does not target a specific mix of short-term and long-term incentives. Named executive officers are regularly provided incentive opportunities based on achievement of both short-term and long-term objectives. The portion of total compensation represented by the Company's short-term and long-term incentive programs increases with positions at higher levels of responsibility such as those held by named executive officers who have the greatest influence over time on the Company's strategic direction and results.

**6. Named executive officers should have financial risk and reward tied to their business decisions.**

The Committee believes that named executive officers should have a financial interest in the Company's long-term results. Consequently, we require our named executive officers to be shareholders of the Company and provide them various ways to do so. In addition, the majority of the compensation of our named executive officers is designed to be at risk through short-term and long-term incentives.

**HOW WE IMPLEMENTED THESE PRINCIPLES IN 2012**

**Performance Objectives** The Committee sets performance objectives for the CEO. The CEO sets performance objectives for other named executive officers who are her direct reports. The objectives for these named executive officers align with those of the CEO. The CEO's 2012 performance objectives included:

- financial growth (revenue growth, earnings per share and operating cash flow)
- driving business growth (expanding services outsourcing business and share of technology market, expanding market reach)
- engaging employees, shareholders and customers in Xerox's mission (regularly communicating Company vision, key next steps and progress; retaining talent, conducting employee surveys, enhancing customer focus, maintaining focus on global environment through sustainable innovation and development)
- refining and implementing organizational structure with a focus on performance excellence
- enhancing Xerox competitiveness and flexibility (expanding and strengthening our brand, continuing to advance IT infrastructure, building and deploying global HR strategy and practices)

The Committee expects a high level of individual and collaborative performance and contributions, consistent with our named executive officers' level of responsibility. The Committee discusses and evaluates the quality of the overall performance of the CEO after considering the CEO's self-assessment and the Company's performance. The CEO in turn reviews with the Committee her assessment of the performance of the other named executive officers. However, named executive officers are not compensated based on individual performance objectives. Base salary increases, short-term incentive targets and long-term incentives are determined by taking into consideration peer group data and internal comparisons to ensure that pay is competitive and is consistent with Company succession planning objectives, and that there is internal pay equity to differentiate pay among executive officers. Named executive officer short-term and long-term incentive payments are generally not structured around achievement of individual performance objectives. They are generally earned as a team working together to achieve Company results and are determined based on overall quantitative financial performance of the Company.

**Fixed versus Variable Pay**

In 2012, named executive officers' performance-based compensation at target was, on average, approximately 82% of their total target compensation. For Ms. Burns, performance-based compensation was 90% of her total target compensation. Total target compensation includes base salary, target annual short-term cash incentives and target annual long-term equity incentive awards (but excludes special R&D retention awards). The table below shows the 2012 pay mix for our named executive officers as well as the proportion of their compensation that is performance-based pay and at risk.

**Total Target Compensation****Xerox Peer Group**

The Committee compares named executive officer pay to peer group proxy data. Our peer group is made up of companies with which we are likely to compete for executive talent as well as companies of similar size and scope. The Committee regularly reviews the appropriateness of the peer group. Our peer group is comprised of companies that share a similar business model in one or more areas, including their mix of goods and services, technology focus, strong brand recognition and focus on global operations. The median revenue of this peer group was approximately \$29 billion (compared to Xerox revenue of \$23 billion) based on the latest fiscal year-end data available when the Committee reviewed the peer group data in July 2012. The 25<sup>th</sup> percentile for the peer group revenue data was \$13 billion and the 75<sup>th</sup> percentile was \$44 billion.

The 2012 peer group is listed below:

Accenture	EMC	Pitney Bowes
Automatic Data Processing	Emerson Electric	Ricoh*
Canon*	Hewlett-Packard	Seagate Technology
Cisco Systems	Honeywell International	Texas Instruments
Computer Science Corp.	Intel Corp.	3M
Dell	Lexmark International	United Technologies
E.I. du Pont de Nemours and Co.	Motorola Solutions	

\* Not included in pay comparisons as these are non-U.S. headquartered companies for which compensation data are not readily available.

#### **Risk Assessment**

Risk assessments are conducted each year. The Committee believes that our programs motivate positive behavior while balancing risk and reward, consistent with the interests of our shareholders. A risk assessment was conducted for 2012 broad-based and executive compensation plans covering our employees. Based on this assessment and a review of our internal controls, it was determined that our compensation plans and practices do not motivate behavior that is reasonably likely to have a material adverse impact on the Company. Incentive compensation is also subject to certain clawbacks in the event of material accounting restatements or engagement in detrimental activity against the Company.

#### **Ownership Requirements**

We require each named executive officer as a participant in the Executive Long-Term Incentive Program (E-LTIP) to build and maintain a meaningful level of stock ownership by owning equity equal in value to three times their base salary. (A description of the E-LTIP can be found in the section on "Long-Term Incentives.") E-LTIP awards are subject to a mandatory holding requirement. As determined by the Committee, named executive officers must retain at least 50% of the shares acquired through the vesting of awards, net of taxes, until they achieve their required level of ownership. Once achieved, named executive officers must continue to maintain their ownership level until separation from the Company. A retention requirement is also applicable for up to one year following separation (including retirement). The CEO has the authority to permit discretionary hardship exceptions from the ownership and holding requirements to enable participants with financial need to access their vested shares. No such exceptions have been requested. Named executive officers are prohibited from engaging in short-selling trading and trading in puts and calls with respect to Xerox stock. Shares that count towards reaching ownership requirements include shares owned outright (whether or not held in street name), shares held in an ESOP account, earned Performance Shares, outstanding Restricted Stock Units, deferred Performance Shares and Restricted Stock Units, Deferred Compensation that mirrors investments in the Xerox stock fund, and 401(k) savings invested in the Xerox Stock Fund.

#### **Hedging**

Our executive officers are prohibited from using any strategies or products to hedge against the potential changes in the value of Xerox stock.

#### **Window Trading**

Under the Company's insider trading policy, executive officers may only purchase or sell Xerox securities during "window" periods, which are 10-business day periods that begin on the third business day following the date of each quarterly earnings announcement. The only exception to this is for executive officers who have entered into a trading plan pursuant to SEC Rule 10b5-1.

#### **THE ROLE OF SHAREHOLDER SAY-ON-PAY VOTES**

At the Company's annual meeting of shareholders held in May 2012, 95% of the votes cast on the annual advisory vote on executive compensation proposal were voted in favor of the proposal. The Committee believes the favorable vote supports the Company's approach to executive compensation, so no significant changes to the executive compensation program were made by the Committee for 2012. Nonetheless, the Committee undertook a comprehensive review of the Company's executive compensation program and has decided to modify the 2013 long-term incentive performance share award program whereby shares will be earned based on three-year performance targets only. The Company will continue to reach out to institutional investors and the Committee will continue to consider the outcome of the Company's say-on-pay votes when making future compensation decisions for the named executive officers.

**COMPONENTS OF THE EXECUTIVE COMPENSATION PROGRAM**

The primary elements of our executive compensation program for our named executive officers are:

1. base salary
2. short-term incentives
3. long-term incentives
4. pension plans
5. 401(k) savings plans
6. perquisites and personal benefits
7. change-in-control severance benefits

**Affiliated Computer Services, Inc. Acquisition – Mr. Blodgett's Compensation**

A Senior Executive Agreement ("SEA") was entered into among Mr. Blodgett, ACS and Xerox on September 27, 2008, in connection with the acquisition of Affiliated Computer Services, Inc. (ACS), which was completed on February 5, 2010. The SEA had a three year term. The purpose of the SEA was to terminate in all respects the prior change of control agreement ("Prior Change of Control Agreement") that existed between Mr. Blodgett and ACS. The terms of the SEA were the result of negotiations among the parties. In exchange for the SEA, the Prior Change of Control Agreement ceased to have effect. For this reason, until February 5, 2010, many of the elements of Mr. Blodgett's compensation were provided under the SEA and may not be comparable to the elements of compensation described above. A separate summary of Mr. Blodgett's compensation under the SEA appears beginning on page 43.

**Establishing Executive Compensation**

Each year, the Committee is provided with a comparison of the compensation of the Company's named executive officers with that of the named executive officers of the Company's peer group (peer group is described under "How We Implemented These Principles in 2012 – Xerox Peer Group"). Peer group compensation data for the following components is gathered from the most recent proxy statements for these elements of pay:

- base salary
- short-term incentives
- total cash compensation (base salary plus short-term incentives)
- long-term incentives
- total compensation (total cash plus long-term incentives)

The proxy peer group data was collected by Buck Consultants ("Buck"), a subsidiary of Xerox Business Services, LLC, formerly known as ACS, which provides consulting services only to management, and was analyzed and presented to the Committee by Frederic W. Cook & Co., Inc., the Committee's consultant. Buck has performed no work directly for the Committee. The peer group target compensation for each named executive officer is used as a competitive reference point but is not used as a specific benchmark or to target a specific percentile of the market. However, the primary reference point presented is the median of the peer group data. The Committee's consultant also conducts an analysis of actual named executive officer compensation and the Company's overall performance compared to actual compensation and performance of our peer group. The Company's performance in relation to the peer group, including total shareholder return, is reviewed by the Committee in considering appropriate compensation.

To assist the Committee in its review of compensation, Ms. Burns presents her evaluation of the management team to the Committee, including a review of contributions and performance over the past year, and recommends compensation actions. Following this presentation, the Committee makes its own assessments and formulates compensation amounts for each named executive officer for base salary, and short-term and long-term incentives. For each named executive officer (and for each component of compensation), in addition to a review

of peer group data, the Committee assesses past contributions, expected future contributions, overall Company performance, succession planning objectives, retention objectives and internal equity with respect to each named executive officer's compensation compared to other officers within the Company. The Committee also considers affordability. Once all components of compensation are established, the Committee balances this assessment against competitive pay practices and verifies that the total compensation for each named executive officer is appropriate and competitive.

The CEO is not present when the Committee discusses and establishes her annual compensation. Ms. Burns' target compensation is reviewed against peer group data as a reference point and takes into account overall Company performance and her role in leading Xerox. Ms. Burns' compensation is higher than that of our other named executive officers due to her significantly greater scope of responsibility. Her compensation opportunity is competitive with the compensation of peer group CEOs and is determined under the same programs and policies as other Xerox named executive officers.

This process of establishing executive compensation is completed with the input of the Committee's consultant and includes a review of evolving market practices, external regulatory and other developments, the market for executive talent, and the Committee's and Company's executive compensation philosophy. To assist in the overall understanding of compensation, the Committee also reviews named executive officer compensation under various termination scenarios as provided in the table on *Potential Payments upon Termination or Change in Control*, but this is not a material driver of compensation decisions.

#### 2012 Total Target Compensation

For purposes of market comparisons, total target compensation (base salary + target short-term incentive award + target long-term incentive award) within the range of plus or minus 20% of the peer group median, is considered as a competitive reference point. When analyzing the value of our long-term incentive awards, we include the target award value. The value of special, one-time retention RSU awards are excluded from our calculations. This approach is consistent with how we review peer group data.

The 2012 total target compensation for our named executive officers in relation to the median of the peer group's total target compensation (based on the most current proxy data available at the time this review was conducted) was as follows:

- Ms. Burns was 4% below the median.
- Mr. Maseini was at the median.
- Mr. Blodgett's compensation was 7% above the median.
- Mr. Zagalo de Lima was 7% below the median.
- Mr. Flinstone was 6% above the median.

For additional information, see the *Executive Compensation Summary for Lynn Blodgett* and the *Summary Compensation Table*.

#### 1. Base Salary

Base salary is the fixed pay element of our compensation program. Every year, the Committee determines the base salary of the CEO and Chairman, and the Committee determines the base salaries of the other named executive officers, taking into account the recommendation of the CEO. The Committee typically reviews and approves base salaries each February.

The Committee also reviews named executive officer salaries when there is a specific change, such as a promotion or achievement of an extraordinary level of performance. Salary increases are determined based on a review of peer group proxy data and internal comparisons to ensure that pay is competitive, that any increases are consistent with Company succession planning objectives and that there is internal equity to differentiate pay among named executive officers.

## 2012 Base Salary Actions

Consistent with the decision not to give base salary increases to executives in 2012, no base salary increases were given to our named executive officers with the exception of Mr. Maestri, whose salary was increased by 9.85% because it was determined to be low based on internal comparisons and because his contributions to the Company since his hire into the CFO role supported such an increase. The salaries paid to the named executive officers during fiscal year 2012 are shown in the *Summary Compensation Table*.

## 2. Short-Term Incentives

Every February, the Committee approves a Short-Term Incentive Pool under the Xerox Corporation 2004 Performance Incentive Plan, as amended and restated (2004 Performance Incentive Plan) for the CEO and other executive officers, including the named executive officers, under which each participating officer is entitled to a specified portion of the pool if certain pre-established performance goals are attained. The total of the allocated portions does not exceed 100% of the pool. These short-term incentive opportunities provide variable cash compensation based on the achievement of annual performance objectives. In 2012, the pool was funded by 2% of the Performance Profit achieved during the year. The Committee defined Performance Profit as income from continuing operations before income taxes, equity income, discontinued operations and extraordinary items, excluding restructuring charges and amortization of intangibles as identified in the audited financial statements. The Committee determines these awards according to the Company's Annual Performance Incentive Plan (APIP). A named executive officer's APIP award may be less than the officer's specified portion of the Short-Term Incentive Pool, but will never exceed his or her portion of the pool.

The process begins after the close of the previous fiscal year (December 31) when the financial results of the Company have been made available to the Board of Directors. The Board then reviews the Company's annual operating plan for the new fiscal year. At its February meeting, the Committee:

- assesses performance against goals and determines awards for the previous fiscal year
- sets the overall Company performance measures and payout ranges for the new fiscal year
- establishes a target, threshold, and maximum short-term incentive opportunity for each named executive officer for the new fiscal year

Short-term incentives are generally paid by early April of each year for the previous fiscal year's performance. Short-term incentives for named executive officers are based on both the CEO's and the Committee's assessment of actual Company-wide performance against Company performance objectives set by the Committee in the prior year.

### Short-Term Incentive Performance Measures

Working with the CEO, the Committee generally sets the APIP short-term incentive performance measures with an expectation of reasonable year-over-year improvement:

#### 2012 APIP performance measures, weightings and target ranges

The measures, weightings and target to maximum ranges set by the committee in February 2012 are as follows:

- adjusted earnings per share (weighted at 40%) of \$ 1.15 - \$ 1.18
- operating cash flow (weighted at 40%) of \$ 2.0 billion - \$ 2.3 billion
- constant currency revenue growth (weighted at 20%) of 3% - 4%, defined as revenue growth adjusted to exclude the impact of changes in the translation of foreign currencies into U.S. dollars

We do not use historical performance as a predictor of future performance. Our future profitability and cash flow are subject to many risk factors (detailed in the Risk Factors section of our Annual Report on Form 10-K for the fiscal year ended December 31, 2012 (2012 Form 10-K)) that are unpredictable and outside of our control, leading us to believe that incentive performance goals are challenging to achieve.

For 2013, the APIP performance measures and weightings will remain the same as in 2012.