

## EXHIBIT A

### Definition

This request seeks records regarding automatic license plate readers (ALPRs). ALPRs are also sometimes referred to as Automatic Vehicle Identification, Car Plate Recognition or License Plate Recognition equipment and/or software. This records request uses ALPR in reference to any of this technology.

### Records Requested

Please provide copies of the following records created from January 1, 2006 to the present:

1. All records regarding your policies, practices and procedures for procuring and using ALPR technology, and for storing, accessing and sharing data obtained through ALPR technology;
2. All records regarding the procurement of ALPR technology, including
  - a. sources of funds used to pay for ALPR technology;
  - b. invoices for the purchase of ALPR technology;
  - c. local government approval for any ALPR purchase;
  - d. interactions with vendors, suppliers and potential suppliers of ALPR technology, including materials and fact sheets supplied by vendors describing their products;
3. All records regarding the use of ALPR technology, including
  - a. what types of data are obtained;
  - b. number of license plates scanned and/or read in a given time period (day, month, year, etc.);
  - c. the number of ALPR units or systems acquired;
  - d. the number of vehicles equipped with ALPR technology;
  - e. for stationary deployments, the number and physical location of ALPR units;
  - f. the technical capabilities of the ALPR units;
4. All records regarding the storage of data obtained using ALPR technology, including
  - a. what types of data are stored for any period longer than an hour;
  - b. how long data is stored;
  - c. when data must be discarded;
  - d. how many individual license plate scan records your agency currently stores;
5. All records regarding access to ALPR data, including
  - a. the legal justification required before an individual accesses ALPR data;
  - b. purposes for which the data may be accessed;
  - c. purposes for which the data may *not* be accessed;
  - d. who may access the data, what procedures they must go through to obtain access, and who must authorize access;
  - e. the existence or non-existence of a system that records who accesses the data and when the data is accessed;

6. All records regarding the sharing of data obtained through ALPR technology, including
  - a. what type of data is shared;
  - b. which databases your agency puts collected ALPR data into;
  - c. third parties, governmental or private, that may access your agency's ALPR data, including what procedures third parties must go through in order to access the data and any restrictions placed on third parties regarding further sharing of your ALPR data;
  - d. any agreements to share ALPR data with outside agencies, corporations or other entities;
7. All records regarding obtaining ALPR data from third parties, including which databases your agency can access;
8. All training materials used to instruct members of your agency in ALPR deployment, data management, or operation of automated records systems that contain ALPR data to which any member of your agency has access, including regional or shared ALPR databases;
9. All records regarding all federal funds your agency has sought or received if any portion of the funds is for ALPR equipment or systems. ALPR equipment or systems include ALPR units, databases containing ALPR data, and programs used to analyze ALPR data;
10. All records regarding any requirements imposed by federal granting agencies with respect to ALPR equipment or systems;
11. All records regarding the purchase or sale of ALPR data to any entity; and
12. All records regarding data sharing agreements that include ALPR data with any agency of the federal government, including but not limited to memoranda of understanding/agreement between your agency and any division or department of the U.S. Department of Justice, U.S. Department of Homeland Security, U.S. Department of Transportation, the Federal Aviation Administration and Department of Defense.



# City of Wilmington

Louis L. Redding City/County Building  
800 N. French Street  
Wilmington, Delaware 19801-3537

[www.WilmingtonDE.gov](http://www.WilmingtonDE.gov)

Law Department  
(302) 576-2175

September 28, 2012

Robert H. Morse, Esq.  
ACLU of Delaware  
100 West 10<sup>th</sup> Street, Suite 603  
Wilmington, DE 19801

Re: Freedom of Information Act Request for  
Automatic License Plate Readers

Dear Mr. Morse:

This is the City's formal reply to your Freedom of Information Act ("FOIA") request for automatic license plate readers (ALPRS).

The response to your questions are as follows:

1. The City has provided the contract and City ordinance to the related matter. There are no written policies as to practice and procedures for the use of ALPR technology.
2. Please refer to the contract.
  - a. The only type of data obtained are license plate numbers related to city motor vehicle violations.
  - b. The city is accumulating this data which will be forwarded shortly.
  - c. The City does not have any ALPR unit. There are two vans which belong to Paylock.
  - d. Refer to C.
  - e. No documents in our possession.
  - f. The city has no documents.
3. None of these records or data are in possession of the City.

4. Please refer to the contact and the ordinance. All other requested documents as per this question are in possession of Paylock.
5. No documents in our possession.
6. Refer to the contract.
7. City employees do not handle the ALPR equipment, therefore, there is no training for City employees pertaining to that.
8. No documents in our possession.
9. No documents in our possession.
10. No documents in our possession.
11. There are no sharing agreements between the City and any other agent for ALPR data. However, if there was an agreement between the City and the U.S. Department of Justice, the U.S. Department of Homeland Security, Federal Aviation Administration and Department of Defense, that information may be exempt from FOIA under 29 Del. C. §10002(g)(17).

We will be forwarding the rest of the documents shortly. Please feel free to contact me if any further assistance is necessary.

Sincerely yours,

  
Martin C. Meltzer  
Assistant City Solicitor

**AMENDMENT TO  
CITY CONTRACT PD05006  
PARKING VIOLATION PROCESSING  
COLLECTION SYSTEM  
BETWEEN  
CITY OF WILMINGTON  
AND ACS STATE AND LOCAL SOLUTIONS, INC.**

THIS AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF WILMINGTON, a municipal corporation of the State of Delaware ("the City"), and ACS STATE AND LOCAL SOLUTIONS, INC. ("ACS").

WHEREAS, the City and ACS wish to amend Contract PD05006, which expires on September 18, 2009,

NOW, THEREFORE, WITNESSETH that the City and ACS, in consideration of the mutual promises made below, agree as follows:

1. Part V, Alternate Version A, of the Request for Proposal submitted to the City of Wilmington on January 13, 2005 shall be amended, effective September 19, 2009, as follows:

**Delinquent Ticket Collections:** On all non-booted and non-DMV hold tickets paid, ACS shall be entitled to fees calculated on the basis of the following schedule of collected amounts:

| Non-booted, non-DMV hold amount collected (fines and penalties) |                       | ACS fee    |
|-----------------------------------------------------------------|-----------------------|------------|
| 0                                                               | \$2,500,000           | \$300,000  |
| \$2,500,001                                                     | \$2,700,000           | 12 percent |
| \$2,700,001                                                     | \$3,000,000           | 10 percent |
| \$3,000,001                                                     | \$3,300,000           | 8 percent  |
| \$3,300,001                                                     | \$3,600,000           | 6 percent  |
| \$3,600,001                                                     | \$3,600,002 and above | 4 percent  |

**Out-of-state Motor Vehicle Registry and Postage:**

**EXHIBIT "A"**

ACS shall absorb all costs for DMV acquisition fees and postage costs associated with notice mailings.

**Reimbursable Items:**

The City shall be responsible for reimbursable items like parking ticket stock. ACS shall not mark up its cost for such items.

**Handheld Technology and Equipment:**

ACS shall repair, maintain, and replace all handheld technology and equipment as necessary to ensure that the City has up-to-date, state-of-the-art technology and equipment.

**2. Booting Services:**

ACS shall continue to provide a self-release booting solution in partnership with PayLock that includes a full supply of SmartBoots, three full-time employees, and all services currently provided to support the City's booting program, for the existing pricing terms of

- a. 35% of tickets paid as a result of immobilization; and
- b. \$55.00 transaction fee on each collected account (boot fee).

**3. Collections as a Result of DMV Hold:**

In the event that, during the period of this contract, the City implements a program through the State of Delaware Division of Motor Vehicles for DMV Hold processing on tickets on which ACS has exhausted other collection efforts, ACS shall provide DMV hold processing services for a fee of 8% of all revenues collected from tickets paid as a result of DMV hold, including those resulting from red light tickets.

**4. Speed Photo Enforcement Services:**

In the event that, during the period of this contract, legislation is passed authorizing the use of photo speed enforcement, the City and ACS may amend this agreement to include the provision of such systems and related services, with the price and scope thereof to be mutually agreed upon by the parties.

5. All other terms and conditions of that contract shall be renewed and remain in full force and effect for an additional term to extend through September 30, 2012, with one (1) additional possible extension of one (1) year each at the City's sole option with the approval of City Council.

IN WITNESS WHEREOF, the parties hereto have caused their hands and seals of their authorized representatives to be hereunto affixed.

Dated the day and year first written above in the City of Wilmington, Delaware.

THE CITY OF WILMINGTON

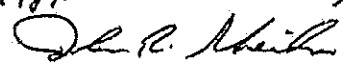
WITNESS: \_\_\_\_\_

By: James M. Jones  
Acting Director of Finance

ACS STATE & LOCAL SOLUTIONS,  
INC.

WITNESS: \_\_\_\_\_

  
By: Mark J. Talbot  
SVP and Managing Director  
Parking and Safety Solutions

*Approved as to Form*  
  
John R. Sheridan

**CITY OF WILMINGTON**  
**GENERAL TERMS AND CONDITIONS**

**1. Insurance Coverage.**

Consultant shall provide insurance coverage for itself and all of its employees, if any, used in connection with this Agreement as follows: workers' compensation as required by law; comprehensive general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City. Consultant shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured.

**2. Use of Subcontractors.**

Consultant may use qualified consultants, subconsultants, or subcontractors to perform the services required under this Agreement upon the approval of the City.

**3. Discrimination.**

In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

**4. Indemnification.**

Consultant shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of Consultant, its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

**5. Records.**

Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request.

**6. Reports and Information.**

Consultant, at such time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement. Time is of the essence of this Agreement.

**7. Business License.**

Consultant shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

**8. Taxes.**

Consultant shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

**9. Findings Confidential.**

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Consultant under this Agreement are confidential, and Consultant agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

**10. Ownership of Information**

All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Consultant in connection with this Agreement shall become the exclusive property of the City. Consultant may keep copies of such documents for its records.

**11. Notices**

Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

City Solicitor  
Law Department 9<sup>th</sup> floor  
City of Wilmington  
800 N. French Street  
Wilmington, Delaware 19801

**12. Independent Contractor**

Consultant (and its employees and agents) is an independent contractor and not an employee or agent of the City.

**13. Oral Modifications.**

This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

**14. Successors and Assigns.**

This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the City and Consultant, and their respective legal representatives, successors, and assigns.

**15. Delinquent Tax Clause.**

The City shall have the right to set off against all monies due and payable under the provisions of this contract, a sum representing the total amount of delinquent taxes and other debts owed the City of Wilmington by the Consultant.

**AMENDMENT TO  
CITY CONTRACT PD05006  
PARKING VIOLATION PROCESSING  
COLLECTION SYSTEM  
BETWEEN  
CITY OF WILMINGTON  
AND ACS STATE AND LOCAL SOLUTIONS, INC.**

THIS AGREEMENT, entered into this 26<sup>th</sup> day of October, 2009, by and between the **CITY OF WILMINGTON**, a municipal corporation of the State of Delaware ("the City"), and **ACS STATE AND LOCAL SOLUTIONS, INC.** ("ACS").

WHEREAS, the City and ACS wish to amend Contract PD05006, which expires on September 18, 2009,

NOW, THEREFORE, WITNESSETH that the City and ACS, in consideration of the mutual promises made below, agree as follows:

1. Part V, Alternate Version A, of the Request for Proposal submitted to the City of Wilmington on January 13, 2005 shall be amended, effective September 19, 2009, as follows:

**Delinquent Ticket Collections:** On all non-booted and non-DMV hold tickets paid, ACS shall be entitled to fees calculated on the basis of the following schedule of collected amounts:

| Non-booted, non-DMV hold amount collected (fines and penalties) |                       | ACS fee    |
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**Out-of-state Motor Vehicle Registry and Postage:**

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The City shall be responsible for reimbursable items like parking ticket stock. ACS shall not mark up its cost for such items.

**Handheld Technology and Equipment:**

ACS shall repair, maintain, and replace all handheld technology and equipment as necessary to ensure that the City has up-to-date, state-of-the-art technology and equipment.

**2. Booting Services:**

ACS shall continue to provide a self-release booting solution in partnership with PayLock that includes a full supply of SmartBoots, three full-time employees, and all services currently provided to support the City's booting program, for the existing pricing terms of

- a. 35% of tickets paid as a result of immobilization; and
- b. \$55.00 transaction fee on each collected account (boot fee).

**3. Collections as a Result of DMV Hold:**

In the event that, during the period of this contract, the City implements a program through the State of Delaware Division of Motor Vehicles for DMV Hold processing on tickets on which ACS has exhausted other collection efforts, ACS shall provide DMV hold processing services for a fee of 8% of all revenues collected from tickets paid as a result of DMV hold, including those resulting from red light tickets.

**4. Speed Photo Enforcement Services:**

In the event that, during the period of this contract, legislation is passed authorizing the use of photo speed enforcement, the City and ACS may amend this agreement to include the provision of such systems and related services, with the price and scope thereof to be mutually agreed upon by the parties.

5. All other terms and conditions of that contract shall be renewed and remain in full force and effect for an additional term to extend through September 30, 2012, with one (1) additional possible extension of one (1) year each at the City's sole option with the approval of City Council.

**IN WITNESS WHEREOF**, the parties hereto have caused their hands and seals of their authorized representatives to be hereunto affixed.

Dated the day and year first written above in the City of Wilmington, Delaware.

**THE CITY OF WILMINGTON**

WITNESS: Patricia Boone

By: James M. Jones  
Acting Director of Finance

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

WITNESS: Rebecca F. Williams

By: Mark J. Talbot  
SVP and Managing Director  
Parking and Safety Solutions

Rev. #1  
#3227

Sponsor:

Council  
Member  
Freel

**SUBSTITUTE NO. 1 TO ORDINANCE NO. 09-049**

**AN ORDINANCE TO AMEND ORDINANCE NO. 05-071,  
AS AMENDED AND ORDINANCE NO. 06-052, BEING THE  
ORDINANCES AUTHORIZING CONTRACT PD05006,  
PARKING VIOLATION PROCESSING AND COLLECTION  
SYSTEM, WITH ACS STATE AND LOCAL SOLUTIONS, INC.,  
TO ADJUST THE EXISTING FEE STRUCTURE AND TO  
EXTEND THE TERM OF SAID CONTRACT.**

**WHEREAS**, pursuant to §§2-308 and 8-200 of the City Charter, the City of  
Wilmington is authorized to enter into contracts for the supply of property or the rendering of  
services for more than a period of one year if approved by City Council by ordinance; and

**WHEREAS**, by Ordinance No. 05-071, as amended, the Council on September  
15, 2005, did authorize Contract PD05006, parking violation processing and collection system  
("the Contract") for such services in accordance with the City Charter and for a period of three  
(3) years, with one possible extension of one (1) year at the City's sole option with the approval  
of Council, said Contract being with ACS State and Local Solutions, Inc. (the "Contractor");  
and

**WHEREAS**, the said Contract PD05006 was entered into after a thorough  
review of the proposals submitted and the receipt of the recommendation of the Police and  
Finance Departments that the Contract be entered into with the Contractor; and

**WHEREAS**, the Council deemed it necessary and appropriate to approve  
amendments to the said Contract PD05006 with the Contractor in order to authorize certain  
activities of AutoVu Mobile License Plate Recognition Technology and Paylock Self Releasing  
Boot Options; and

WHEREAS, the Council now deems it necessary and appropriate to approve additional amendments to adjust the existing fee structure and to extend the term of said contract; and

WHEREAS it is the recommendation of the Department of Finance that the City enter into the amended Contract.

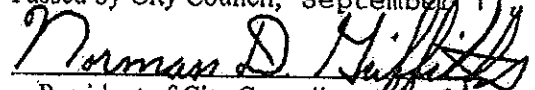
**THE COUNCIL OF THE CITY OF WILMINGTON HEREBY  
ORDAINS:**

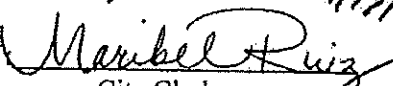
**SECTION 1.** Ordinance No. 05-071, as amended, is hereby further amended by amending Contract PD05006, parking violation processing and collection system, between the City of Wilmington and ACS State and Local Solutions, Inc., by approving the attached amendment to said Contract, a copy of which is attached hereto and incorporated by referenced herein as Exhibit "A" (the original contract being available for inspection in the Division of Procurement and Records of the Finance Department), to extend the term and adjust the pricing provisions thereof, and the Director of Finance is hereby authorized and directed to execute as many copies of said amended Contract, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall become effective on September 18, 2009.

First Reading ..... August 27, 2009  
Second Reading ..... August 27, 2009  
Third Reading ..... September 17, 2009

Passed by City Council, September 17, 2009

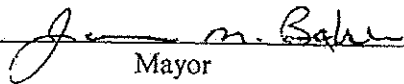
  
President of City Council 9/17/09

ATTEST   
City Clerk

Approved as to form this <sup>16<sup>th</sup></sup>  
day of September, 2009

  
Assistant City Solicitor

Approved this <sup>11<sup>th</sup></sup> day of <sup>September</sup> ~~18<sup>th</sup>~~, 2009

  
Mayor

**SYNOPSIS:** This Substitute Ordinance amends Ordinance No. 05-071, as amended, and Contract PD05006, parking violation processing and collection system, with ACS State and Local Solutions, Inc., by adjusting the existing fee structure and extending the term of said contract to September 30, 2012, with the reservation by Council of the option of an additional one-year renewal.

#2495

AN ORDINANCE TO AUTHORIZE CONTRACT PD05006, PARKING VIOLATION PROCESSING AND COLLECTION SYSTEM, WITH ACS STATE AND LOCAL SOLUTIONS, INC.

Sponsors:

Council  
Members  
Griffiths  
Bolden

Council  
President  
Blunt

WHEREAS, pursuant to Sections 2-308 and 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by ordinance; and

WHEREAS, the City desires to obtain computer processing (including hand-held ticketing equipment) and collection services in connection with City parking tickets; and

WHEREAS, the City has publicly advertised a Request for Proposals for Contract PD05006, Parking Violation Processing and Collection System ("the Contract"), for such services in accordance with the City Charter; and

WHEREAS, the term of the Contract shall be for a period of three (3) years, with one possible extension of one year at the City's sole option; <sup>\*with the approval of Council</sup> and

WHEREAS, the multi-year provisions have been included in the Contract in order to provide for continuity of service, more favorable pricing, and to minimize disruption; and

WHEREAS, after a thorough review of the proposals submitted, it is the recommendation of the Police Department and the Finance Department that the Contract, a copy of which is available for inspection in the Division of Procurement and Records of the Finance Department, be entered into with ACS State and Local Solutions, Inc. ("the Contractor"); and

WHEREAS, the City shall pay the Contractor an estimated amount of Three Hundred Thousand Dollars (\$300,000.00) per year for its services as follows:

(a) \$17,000.00 per month for computerized ticket processing; plus

(b) 18% of delinquent ticket collections.

THE COUNCIL OF THE CITY OF WILMINGTON HEREBY ORDAINS:

SECTION 1. Contract PD05006, Parking Violation Processing and Collection System, between the City of Wilmington and ACS State and Local Solutions, Inc., a copy of which is available for inspection in the Division of Procurement of the Finance Department, for a period of three years, with one possible extension of one year at the City's sole option\*, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute as many copies of said Contract, as well as all additional undertakings related thereto, as may be necessary.

SECTION 2. This Ordinance shall be effective upon its passage by City Council and approval by the Mayor.

\*insert: with the approval  
of Council

First Reading.... September 1, 2005  
Second Reading... September 1, 2005  
Third Reading . . Sept. 15, 2005

Passed by City Council,  
September 15, 2005

Theodore Blunt  
President of City Council

ATTEST: Maribel Ruiz  
City Clerk

Approved as to form this  
31<sup>st</sup> day of August, 2005

Mark J. Pilnick  
Assistant City Solicitor

Approved this 19<sup>th</sup> day of  
September, 2005

James M. Butler  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into Contract PD05006, Parking Violation Processing and Collection System, with ACS State and Local Solutions, Inc. ("the Contractor"), for a period of three years, with one possible extension of one year. The City shall pay the Contractor an estimated amount of Three Hundred Thousand Dollars (\$300,000.00) per year as follows:

- (a) \$17,000.00 per month for computerized ticket processing; plus
- (b) 18% of delinquent ticket collections.

**PROPOSAL FORM**

DATE: January 13, 2005

CONTRACT: PD05006

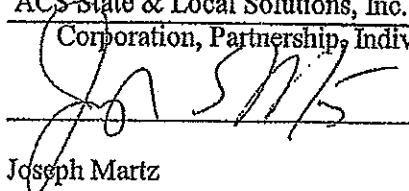
City of Wilmington Business License Number is 027305

This proposal is submitted with the knowledge that the Department of Finance, Division of Procurement and Records, reserves the right to reject any and all proposals, when in its judgment, it is in the best interest of the City of Wilmington to do so. The successful bidder agrees to complete any conversion effort necessary to meet basic contract requirement within sixty (60) working days from the date of contract. All proposals are subject to the State of Delaware Freedom of Information Act, 29 Del. C. § 1000, et seq.

We, the undersigned, hereby agree to furnish the deliver, per specifications, the time(s) listed below to the City of Wilmington, Department of Finance, Wilmington, Delaware 19801.

SEE: ATTACHMENT II - PROPOSED FEE SCHEDULE  
PAGE PF2

FIRM ACS State & Local Solutions, Inc.  
Corporation, Partnership, Individual

PER: 

NAME: Joseph Martz

(Type or Printed)

TITLE: Senior Vice President and Managing  
Director, Government Solutions

ADDRESS: 1800 M Street, NW, Washington, DC 20036

PHONE: 202-378-2642

FAX 202-378-1800

## V Proposal Fee

*ACS' proposed fee schedule is illustrated in Attachment II and includes no implementation costs or out-of-scope request quotes.*

As required in the City's RFP, ACS' base pricing is outlined in Attachment II. Our pricing schedule does not include license fees, or other hidden costs. We provide a turnkey solution and will not come back to the City with requests for additional payment for "out-of-scope" work. As the City's current vendor, there are no costs or risks associated with a conversion and no implementation costs. In addition, our offering includes several new technologies that will add efficiency to the City's parking management operation while improving service to the public. These include free offerings like our on-line Pay-by-Web, Report Write ad hoc reporting tool, Report Web electronic report distribution product, IPP subsystem, meter subsystem, and fleet subsystem. All such technologies are already proven and operational in numerous parking programs in jurisdictions of similar size or larger than Wilmington and are included in our base proposal.

As in our current contract, the City would continue to be responsible for the discount fees assessed by credit card merchant service providers for any credit card transactions processed by cashiers and lockbox, or via the Pay-by-Phone or Pay-by-Web technologies.

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### *Optional Technology Offerings*

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ACS also offers two revenue and service-enhancing features as contract add-ons for an additional cost. We have submitted optional pricing for the following technology solutions not required in the City's RFP:

- **Voice Response and Pay-by-Phone System**—An exceptionally useful, multi-functional system, Voice Response and Pay-by-Phone can assist the City of Wilmington in a number of ways. Our Voice Response System (VRS) will field all incoming parking calls to the Wilmington Department of Finance. Fully customizable to client specifications, the system will be able to answer commonly asked questions specific to Wilmington. The Pay-by-Phone feature of the system will also allow violators to pay parking tickets over the phone using their credit cards without unnecessarily occupying City staff time. Fully auditable through On-line Reporting, the effective Voice Response and Pay-by-Phone system can be developed and implemented within 120 days after signing of a contract amendment authorizing ACS to procure equipment. The 120 day period will include all necessary tasks such as script development, installation of lines, testing, and training.
- **Mobile Digital Terminals**—A truly state-of-the-art parking ticket processing development already in place in many ACS client cities is the use of Mobile Digital Terminals (MDTs). This technology will boost efficiency and revenues associated with the City's on-street booting program. Mobile Digital Terminals are laptop computers, specifically developed to be placed in City boot and tow trucks. Linked directly to the Wilmington parking database, the MDT will be able to search for boot eligible vehicles and subsequently update the database with boot or tow information on-line, with real time data transfer. Mobile Digital Terminals could be operational in Wilmington within 60 days of signing a contract amendment authorizing ACS to procure equipment. The 60 day period will entail hardware configuration, installation, testing, and training of both boot crews and Finance dispatch staff.



Pricing for these optional components are included in Attachment II, Version B and are reflected as costs per ticket posted to the Master File. These prices are valid if the City opts to implement these technologies from the start of this contract. If the City wishes to deploy these technologies during the contract term, the prices may differ based on different periods over which to depreciate the investment. The associated technology solutions, hardware/software components, and support services, in addition to the numerous benefits to the City and its motorists, are described in detail within the related sections of our proposal under Optional Systems and Services, Proposal Sections II.Z.6 and II.Z.7 respectively.



## Attachment II – Proposed Fee Schedule

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### *Version A – Base Pricing without IVR (Pay-by-Phone) or MDT Options*

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|                                                                                                                                                                                                                                                                                                                                         |                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Ticket Processing                                                                                                                                                                                                                                                                                                                       | \$2.49 per ticket |
| (includes data entry of parking citations, City cashiering system, Pay-by-Web, Report Web, Report Write, Handheld ticket writing technology, Parking Management Consulting, Boot and Tow Subsystem, Fleet Management Subsystem, Installment Payment Processing Subsystem, Meter Maintenance Subsystem, and Abandoned Vehicle Subsystem) |                   |
| Handheld Electronic Ticket Writing System                                                                                                                                                                                                                                                                                               | no charge         |
| Residential Parking Permit Program                                                                                                                                                                                                                                                                                                      | no charge         |
| Correspondence Module                                                                                                                                                                                                                                                                                                                   | no charge         |
| Delinquent Ticket Collections                                                                                                                                                                                                                                                                                                           | 18% collections   |
| Total cost of handheld equipment                                                                                                                                                                                                                                                                                                        | \$1,600 per month |

#### Cost of Living Allowance:

The base fees listed above for ACS' processing services, but not collection services, shall be adjusted in contract years two (2) and three (3) and subsequent renewals, each contract year, on the basis of increase in the cost-of-living which occurred during the prior contract year. The fees for each contract year shall be increased by a percentage equal to the percentage increase in the Consumer Price Index for all Urban Consumers for the Wilmington Metropolitan Area for the month immediately proceeding the new contract year, as compared to the Index for the same month in the prior year.

#### Out-of-State Motor Vehicle Registry and Postage:

The City will be responsible for out-of-state motor vehicle registry name and address acquisitions charges at the cost levied by the states involved. The City will also be responsible for all postage costs associated with notice mailings.

#### Note:

With the recent decrease in ticket issuance, if the City decides that all twenty handheld devices are not required. We are willing to discount the cost of the handheld equipment fee.



## Alternate Version A -- Base Pricing without IVR (Pay-by-Phone) or MDT Options

Ticket Processing **\$17,000 per month**

(Only \$2.04 per ticket based on 100,000 tickets issued annually includes data entry of parking citations, City cashiering system, Pay-by-Web, Report View, Report Write, Handheld ticket writing technology, Parking Management Consulting, Boot and Tow Subsystem, Fleet Management Subsystem, Installment Payment Processing Subsystem, and Meter Maintenance Subsystem, Residential Parking Permit system, and Abandoned Vehicles Subsystem)

Delinquent Ticket Collections **18% collections**

Total Cost of handheld equipment **Included**

### Out-of-State Motor Vehicle Registry and Postage:

The City will be responsible for out-of-state motor vehicle registry name and address acquisitions charges at the cost levied by the states involved. The City will also be responsible for all postage costs associated with notice mailings.

### Note:

Selecting the fixed fee pricing alternative will benefit the City as ticket issuance increases as expected. Using the model of 100,000 tickets issued per year, the cost per ticket issued would be \$2.04. The cost per ticket price would drop as issuance increases.



## Version B -- Optional Technologies, IVR (Pay-by-Phone) and MDT

IVR with Pay-by-Phone capability

\$0.55 per ticket\*

Mobile Digital Terminal (MDT)

\$0.21 per ticket\*

\*Costs for IVR Pay-by-phone or MDT technology are priced as per ticket costs. Should the City exercise either or both of these options, these costs will be added to the base pricing plan described in Attachment II, Version A. If Alternate Version A is chosen, a fixed fee will be agreed upon by the City and ACS. Should the City express interest in authorizing a per transaction fee to violators who choose to pay via IVR, we will negotiate our proposed IVR pricing with the City accordingly.

ACS has responded to the City of Wilmington Request for Proposal with a pricing structure that ensures that the City pays for actual services rendered. Additionally, because of the integrated nature of a sophisticated data processing system, such as eTIMS<sup>SM</sup>, with its inherent clerical and revenue efficiencies, the prices proposed provide a true "value added" package to the City. These prices, along with the process it purchases, will allow the City of Wilmington to face the parking management and net revenue challenges it faces.

If the City opts to select any additional technologies (Phone Systems or Mobile Digital Terminals), ACS will be responsible for all actual costs to procure and install such equipment.

### Cost of Living Allowance:

The base fees listed above for ACS' processing services, but not collection services, shall be adjusted in contract years two (2) and three (3) and subsequent renewals, each contract year, on the basis of increase in the cost-of-living which occurred during the prior contract year. The fees for each contract year shall be increased by a percentage equal to the percentage increase in the Consumer Price Index for all Urban Consumers for the Wilmington Metropolitan Area for the month immediately proceeding the new contract year, as compared to the Index for the same month in the prior year.



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### *Proposed Fee Summary*

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ACS has submitted two different proposed fee schedules for our base service offering (Version A and Alternate Version A). The first of these schedules adheres to the format specified in the City's RFP. ACS has additionally, for the City's convenience, submitted an alternate fee schedule (Attachment II, Alternate Version A). Alternate version A condenses all of the billable components into one fixed monthly fee. This will enable the City to budget these costs more effectively.

We have prepared a comprehensive response to the City's RFP that includes revenue enhancing deliverables and collections strategies. ACS' proposed fees are both fair and reasonable and are based on over a decade of experience in Wilmington. When considering our costs, coupled with our proposed revenue enhancements, this proposal offers Wilmington a substantial increase in net City revenue without any associated conversion risks. As described in Section III.C, we have estimated that proposed enhancements could generate several hundred thousand dollars in annual City revenue. We have the experience in Wilmington and proven collections capabilities to help the City realize this revenue estimate through the various integrated solutions included in our proposal.

We urge the Proposal Evaluation Committee to consider costs and services together, since both impact net revenue to the City. ACS has demonstrated a proven track record of maximizing net parking revenues for our clients, including Wilmington. The quantifiable revenues generated by our eTIMS<sup>SM</sup> solution, superior registry system for Delaware and 50 other DMVs, and our highly developed subsystems and newly proposed technologies (including Pay-by-Web), are revenues that must be measured in cost evaluations. Inexperienced vendors post the very real risk of jeopardizing both hard won current revenues, as well as the ability to achieve increases. The potential for such increases is inherent in the base ACS solution, in which we offer the City our effective Pay-by-Web, Report Write, Report Web, Fleet Management, Installment Payment Processing, and Meter Maintenance subsystems free of charge.

ACS has never submitted a change order or assessed additional charges for out-of-scope systems requests such as special reports, consulting, or out-of-scope IT support. An inexperienced vendor could mount substantial charges to the City for out-of-scope systems requests over the life of the contract. In addition, with the selection of ACS, the City avoids any potential charges for implementation or conversion to a new system, which may exist under a new vendor. ACS' system is in place and ready for uninterrupted public service on the first day of the new contract.



**OFFICE OF PUBLIC SAFETY  
DEPARTMENT OF POLICE  
WILMINGTON, DELAWARE**

**DEPARTMENTAL INFORMATION**

**TO:** Michael J. Szczerba  
Chief of Police

**FROM:** Captain Bobby L. Cummings  
Commanding Officer  
Special Operations Division

**DATE:** April 23, 2005

**RE:** Parking Violation Processing and Collection Services <sup>PD 05006</sup>  
~~BP04001~~

Sir,

The evaluation Team consisting of the following members; Jim O'Donnell, Sarah Abromitis, Terry Jones, and I make the following recommendation:

We met with two companies, ACS and Complus, both of which meet the minimum RFP requirements. The final decision was based on three elements: hand-held ticket writing devices, the booting/towing subsystem, and the Residential Parking Permit process.

Parking Enforcement department's main focus was to have a hand-held device that was one unit. Both ACS and Complus meet this requirement. However, there is a distinct difference in the downloading process.

- In speaking with Complus we were informed that manual intervention would be required in order to download the tickets.
- ACS does not require this manual intervention, which will save time for both PREO's and the police department at the end of the day because the data will automatically transfer once the unit is in the cradle.

---

Another main focus of the Parking Enforcement is the Boot/Tow subsystem, which is in the RFP.

- ACS meets this requirement and is currently production ready.

**Parking Violation Processing and Collection Services BF04001**  
**Page 2**

- In our site visit with Complus we spoke with them about the need for the Boot/Tow subsystem. They stated they could provide this for us, but right now it is not operational. In both a visit to a location that uses Complus and speaking to a vendor provided reference we were informed that they do not utilize this part of the system. **We had no verification of how this subsystem functions and whether or not it would need to be adjusted to meet our specifications.**

The Finance Department's main focus is the Residential Parking Permits. The Finance department is seeking a system that would print the permits.

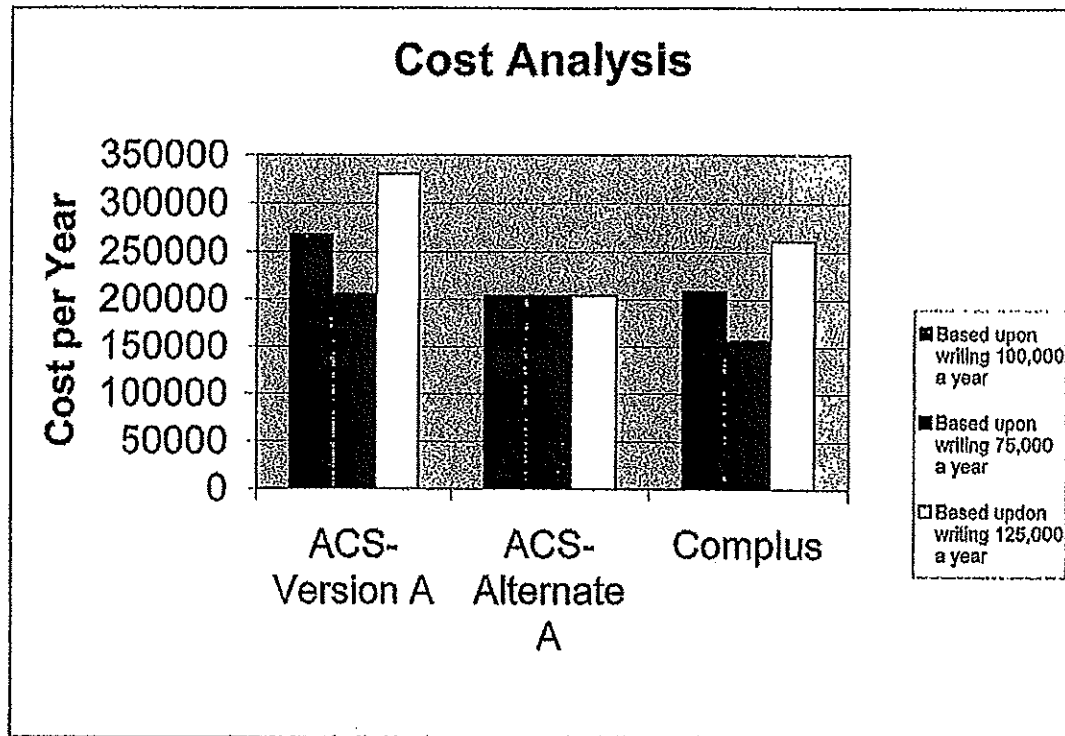
- When speaking to Complus about the RPP the only service they could currently offer would be to mail renewal notices. Jeff Grossman said he would look into possibly printing the stickers for us. **But as of right now their software is not capable of handling this specific need.**
- In meeting with ACS it was brought to light they just now started offering this service to the City of Cambridge, MA and are willing to offer it to the City of Wilmington too.

In conclusion, the team has decided ACS would be the best fit for the parking ticket systems because all the requirements in the RFP are operational.

**Below is a detailed cost analysis**

|                              | <u>ACS-Version A</u> | <u>ACS-Alternate A</u> | <u>Complus</u> |
|------------------------------|----------------------|------------------------|----------------|
| Ticket Processing            | 2.49                 | 17,000 a month         | 2.09           |
| Hand-held                    | Included             | Included               | included       |
| Residential Parking Permits  | Included             | Included               | included       |
| Correspondence Module        | Included             | Included               | included       |
| Delinquent Ticket Collection | 18%                  | 18%                    | included       |
| Total Cost of hand-held      | 1600 a month         | Included               | included       |

|                                   | <u>ACS-Version A</u> | <u>ACS-Alternate A</u> | <u>Complus</u> |
|-----------------------------------|----------------------|------------------------|----------------|
| Based upon writing 100,000 a year | 268200               | 204000                 | 209000         |
| Based upon writing 75,000 a year  | 205950               | 204000                 | 156750         |
| Based upon writing 125,000 a year | 330450               | 204000                 | 261250         |



**OFFICE OF PUBLIC SAFETY**

**DEPARTMENT OF POLICE**

**WILMINGTON, DELAWARE**

**DEPARTMENTAL INFORMATION**

**TO:** Paul Mahoney  
Division of Procurement & Records  
Department of Finance

**FROM:** Michael J. Szczerba  
Chief of Police

**DATE:** April 23, 2005

**RE:** Parking Violation Processing and Collection Services  
~~BF04001~~ PD 05006

In reference to the above contract <sup>PD 05006</sup>~~BF04001~~, the Evaluation Team assessed the proposal that were received and recommend that ACS be awarded the above parking violation and collections service contract as specified in the Request for Proposal for the City of Wilmington.

| Evaluation Criteria                                                                                                                                                                                                                                                             | Complus Data Innovations                                                                                                                                                                                                                                                               | ACS                                                                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| The responsiveness of the Vendor's proposal in describing the services it will provide to the City in response to the requirements of this Request for Proposal and Scope of Services and the Vendor's ability to complete the contract.                                        | <ul style="list-style-type: none"> <li>- Unable to verify Residential Parking Program; did not have a comparable program to meet the City's needs (pg 16)</li> <li>- Booting / Towing Program not in place (pg 16)</li> <li>- On-line Fleet Management not in place (pg 23)</li> </ul> | Satisfactory met the needs of the Request for Proposal                                                                                     |
| The Vendor's experience in providing the services requested pursuant to this Request for Proposal and Specifications. Experience should include ticket processing for jurisdictions with similar ticket volume as Wilmington which is 100,000 annually. Also, see page 19 & 22. | <ul style="list-style-type: none"> <li>- 1997, 25 years no documentation to verify</li> <li>- Meters in parking garages (City Owned)</li> <li>- Boston, MA</li> </ul>                                                                                                                  | <ul style="list-style-type: none"> <li>- 1981, 24 years</li> <li>- Philadelphia</li> <li>- Large Client base across the Country</li> </ul> |
| The experience of the Vendor's personnel in providing services similar to those requested by this Request for Proposal and specifications. Also, see Section "Profile of Vendor."                                                                                               | - 26 years combined                                                                                                                                                                                                                                                                    | - 30+ years combined                                                                                                                       |
| Equipment hand-held sets/receipt printer.                                                                                                                                                                                                                                       | - one piece unit (met requirements)                                                                                                                                                                                                                                                    | - one piece unit (met requirements)                                                                                                        |
| Site visit to other clients within 100 mile radius.                                                                                                                                                                                                                             | - White Plains, NY                                                                                                                                                                                                                                                                     | - Philadelphia                                                                                                                             |
| References.                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                        |                                                                                                                                            |
| <b>Proposed Fees &amp; Costs</b>                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                        |                                                                                                                                            |
| Ticket Processing                                                                                                                                                                                                                                                               | 2.09                                                                                                                                                                                                                                                                                   | 2.49 / 2.04                                                                                                                                |
| Hand-held Electronic Ticket Writing System                                                                                                                                                                                                                                      | 0                                                                                                                                                                                                                                                                                      | 0 / 0                                                                                                                                      |
| Residential Parking Permit Program                                                                                                                                                                                                                                              | 0                                                                                                                                                                                                                                                                                      | 0 / 0                                                                                                                                      |
| Correspondence Module                                                                                                                                                                                                                                                           | 0                                                                                                                                                                                                                                                                                      | 0 / 0                                                                                                                                      |
| Delinquent Ticket Collections                                                                                                                                                                                                                                                   | 0                                                                                                                                                                                                                                                                                      | 18% / 18%                                                                                                                                  |
| Any Other Costs (if applicable)                                                                                                                                                                                                                                                 | 0                                                                                                                                                                                                                                                                                      | 1,600? / 17,000                                                                                                                            |
| Alternate Cost for Hand-held                                                                                                                                                                                                                                                    | 0                                                                                                                                                                                                                                                                                      | 0                                                                                                                                          |

\* Data Ticket, Citation Management, & Enforcement Technology all did not meet the needs of the requested RFP.

# Delaware

PAGE 1

## *The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT A CERTIFICATE EVIDENCING THE CORPORATE EXISTENCE OF "LOCKHEED INFORMATION MANAGEMENT SERVICES COMPANY, INC.", A CORPORATION DULY ORGANIZED UNDER THE LAWS OF THE STATE OF NEW YORK, WAS RECEIVED AND FILED IN THIS OFFICE AS A FOREIGN CORPORATION ON THE TWENTY-SIXTH DAY OF JUNE, A.D. 1992.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LOCKHEED INFORMATION MANAGEMENT SERVICES COMPANY, INC.", FILED A CERTIFICATE OF FOREIGN CHANGE OF NAME, CHANGING ITS CORPORATE TITLE TO "LOCKHEED MARTIN IMS CORPORATION", ON THE TWENTY-FIFTH DAY OF SEPTEMBER, A.D. 1995, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "LOCKHEED MARTIN IMS CORPORATION", FILED A CERTIFICATE OF FOREIGN CHANGE OF NAME, CHANGING ITS CORPORATE TITLE TO "ACS STATE & LOCAL SOLUTIONS, INC.", ON THE TWENTY-SEVENTH DAY OF SEPTEMBER, A.D. 2001, AT 5 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS QUALIFIED TO DO BUSINESS UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL



2302277 8360

040920261

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3561694

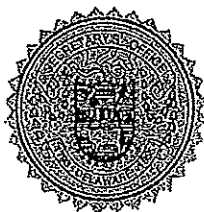
DATE: 12-20-04

# Delaware

PAGE 2

*The First State*

CORPORATE EXISTENCE NOT HAVING BEEN WITHDRAWN OR REVOKED, SO FAR  
AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO  
TRANSACTION BUSINESS IN THE STATE OF DELAWARE.



2302277 8360

040920261

*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3561694

DATE: 12-20-04

State of New York } ss:  
Department of State

I hereby certify, that the Certificate of Incorporation of ACS STATE & LOCAL SOLUTIONS, INC. was filed on 05/16/1963, under the name of DATACOM SYSTEMS CORPORATION, fixing the duration as perpetual, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is a subsisting corporation.

A Certificate of Amendment DATACOM SYSTEMS CORPORATION, changing its name to LOCKHEED DATACOM CORPORATION, was filed 12/21/1988.

A Certificate of Amendment LOCKHEED DATACOM CORPORATION, changing its name to LOCKHEED INFORMATION MANAGEMENT SERVICES COMPANY, INC., was filed 10/25/1989.

A Certificate of Amendment LOCKHEED INFORMATION MANAGEMENT SERVICES COMPANY, INC., changing its name to LOCKHEED MARTIN IMS CORPORATION, was filed 08/22/1995.

A Certificate of Amendment LOCKHEED MARTIN IMS CORPORATION, changing its name to ACS STATE & LOCAL SOLUTIONS, INC., was filed 08/31/2001.



\*\*\*

Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 14th day of October  
two thousand and three.

Secretary of State

200310150389 \* 07

# Power of Attorney

Joseph Martz, as an officer of ACS State & Local Solutions, Inc., is authorized to bind, and enter into contracts on behalf of, ACS State & Local Solutions, Inc. In lieu of corporate minutes, ACS State & Local Solutions, Inc. recently issued and hereby presents a Power of Attorney as evidence of such independent signature authority.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS,

That ACS STATE & LOCAL SOLUTIONS, INC. as principal, a New York corporation, having corporate offices at 1800 "M" St., NW, Washington, DC 20036 (hereinafter called "the Corporation"), pursuant to the by-laws of the Corporation and a resolution duly adopted June 25, 1987 by the Board of Directors, does hereby designate and appoint Joseph Martz (called "the Attorney"), of the Corporation's 1800 M Street, NW, Washington, DC 20036 office its true and lawful attorney for the Corporation, and in its name, place and stead:

1. to negotiate with reference to contracts and other obligations of the Corporation and all matters incidental thereto with any person or commercial entity, the Government of any City, Township or Municipality of any state of the United States, or Government of any state of the United States, or the Government of the United States, with any public benefit corporation and with any departments, officials or agents of thereof, as may be concerned with the subject matter of any such negotiation, or any amendment or any cancellation of any such contract, or any related document and to execute such contract, amendment or cancellation, and any or all such documents or instruments which he deems necessary or incidental thereto, including subcontracts and procurements incidental thereto all in such form and containing such provisions as he shall determine proper, necessary or advisable; and
2. to sign and deliver any and all releases, waivers, notices and certificates to be made by the Corporation under or in connection with any contract, transaction or relationship with the above named entities to which the Corporation is or shall be a party, which releases, waivers, notices and certificates under the terms of such contracts or by commercial custom or by law, may be signed on behalf of the Corporation by an Attorney-in-Fact; hereby revoking and canceling any and all other powers of attorney heretofore granted by the Corporation to the Attorney; and hereby approving, ratifying and confirming in all respects all acts heretofore performed and steps heretofore taken by the Attorney for and in the name of the Corporation and on its behalf under any power of attorney hereby revoked, and all acts performed and steps taken by the Attorney for and in the name of the Corporation and on its behalf hereunder.

This Power of Attorney shall be construed to continue in full force and effect as to any person dealing with the Attorney up to and including December 31, 2005, unless the same shall be sooner revoked by the Corporation by action of any two of the officers duly authorized to execute this Power of Attorney or by a resolution of its Board of Directors.

Dated: January 4, 2005

ACS STATE AND LOCAL SOLUTIONS, INC.

ATTEST:

By: John Brophy  
John Brophy  
President

----- CONTRACT-----

THIS AGREEMENT, made the 19<sup>th</sup> day of Sept. in the year Two Thousand Five by and between the City of Wilmington, a municipal corporation of the State of Delaware, acting through the agency of the Department of Finance, Division of Procurement and Records, party of the first part (hereinafter designated the "Owner"), and ACS STATE & LOCAL SOLUTIONS, Inc. party of the second part (hereinafter designated the "Contractor").

WITNESSETH, that the Contractor, in consideration of agreements herein made by the Owner, agrees with the Owner as follows:

Article 1. The Contractor shall and will furnish and deliver per specifications, on contract PD05006 "Parking Violation Processing and Collection System - Alternate A" for the Department of Police in accordance with Advertisement for Bids by the Department of Finance, Division of Procurement and Records date 12/3/04 & 12/9/04 and specifications identified as Contract No. PD05006 and by the signatures of the parties hereto, are, together with the said Advertisement for Bids, Instructions to Bidders, Forms of Proposal, the Contractor's Proposal dated 1/13/05 and/or other documents pertinent thereto, hereby acknowledged and incorporated into these presents and are to be taken as a part of this Contract.

Article 2. It is understood and agreed by and between the parties hereto that the amount of this Contract is in the amount of Three Hundred Thousand and 00/100 -----Dollars (\$300,000.00) as per the Contractor's Proposal submitted 1/13/05 to the Department of Finance, Division of Procurement and Records.

Article 3. It is understood and agreed by and between the parties hereto that the term of this contract is for three (3) years with the option to renew for one additional year.

Article 4. In the performance of this Contract, the Contractor shall not discriminate or permit discrimination against any person because of his race, color, religion or his national origin.

Article 5. This Agreement shall bind the heirs, executors, administrators, successors and assigns to the respective parties hereto.

In witness whereof the party of the first part has, by recommendation of the Chief of Police Department, the hand of James M. Baker, the mayor, and the corporate seal of the City of Wilmington, attested by the City Clerk, to be hereunto affixed; and the party of the second part has caused the hand of its' President, (or his authorized representative) and its' corporate seal, attested by the Secretary or assistant Secretary, to be hereunto affixed.

Dated the day and year first above written in the City of Wilmington, County of New Castle, State of Delaware.

Signed, Sealed and delivered  
in the presence of:

THE CITY OF WILMINGTON

Cheryl Miller  
Witness

By: James M. Baker  
James M. Baker, Mayor

ATTEST:  
Maribel Ruiz  
City Clerk

Margi Jones  
Witness

ACS STATE & LOCAL SOLUTIONS,  
INC.

By: Eric Hume  
Vice-President (Seal)

ATTEST:  
Shirley B. Brown  
Asst. Secretary

Approved as to Form on this 19<sup>th</sup>  
Day of Sept., 2005

Mark P. Pich  
Assistant City Solicitor