TO: PROFESSIONAL ACCOUNT MANAGEMENT, LLC.  
633 W. WISCONSIN AVENUE 
MILWAUKEE, WS 53203  

DATE ISSUED: JUNE 17, 2011  
CURRENT REFERENCE NO: 284-11  

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

NOTICE OF AWARD OF CONTRACT  

CONTRACT TITLE: DTS - PARKING TICKET SYSTEM  
PRIORITY REFERENCE NO: 213-10  

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

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JULY 1, 2011 and expires on JUNE 30, 2012.  

This is the FINAL year award notice of a possible FIVE year contract.  
The contract documents consist of the terms and conditions of Agreement No. 45-07, including any exhibits, attached or amendments thereto.  

CONTRACT PRICING:  
PRICING FIRM FOR THE CONTRACT TERM  

ATTACHMENTS:  
1) AMENDMENT NO. 1  
2) AGREEMENT 45-07  

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

VENDOR CONTACT: GARY SMITH  
VENDOR TEL. NO.: 414-847-3700  
VENDOR PAYMENT TERMS: NET 30 DAYS  
VENDOR FAX. NO.: 414-847-6700  
TAX IDENTIFICATION NUMBER (EIN/SSN): 39-1956409  
EMAIL ADDRESS: GSMITH@CITATIONMANAGEMENT.COM  

COUNTY CONTACT: JEFF BRANDT  
COUNTY TEL. NO.: 703-228-7983  

CONTRACT AUTHORIZATION  
PAMELA HAYES  
Assistant Purchasing Agent  
DISTRIBUTION  
VENDOR: 1  
BID FOLDER: 2
This Amendment Number 1 (Amendment) is made on the date of execution of the Amendment by the County and amends Agreement Number 45-07 (Main Agreement) and made between Professional Account Management, LLC, 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 (Contractor) a Wisconsin Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County).

Whereas the County and the Contractor desire to amend Exhibit A, Scope of Work, under the Main Agreement, the Contractor and the County, in consideration of the promises and other good and valuable consideration specified in this Amendment, amend the Main Agreement as follows.

CHANGE EXHIBIT A — SCOPE OF WORK, AS FOLLOWS:
ADD TO EXHIBIT A THE WORK DESCRIBED IN DUNCAN SOLUTIONS PROPOSAL DATED APRIL 2, 2009.

CONTRACT TERM
Work under this Agreement shall continue from June 13, 2008 until June 12, 2009 (Second “Subsequent Term”) subject to any modifications as provided for in the Contract Documents. No additional Subsequent Terms remain.

Terms and Conditions
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Agreement. All terms and conditions of the Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

WITNESS THESE SIGNATURES:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: [Signature]
PRINT NAME: RICHARD D. WARREN, JR.
AND TITLE: PURCHASING AGENT
DATE: 6/8/09

PROFESSIONAL ACCOUNT MANAGEMENT, LLC
TAXPAYER ID NUMBER, SSN/EIN: 32.1956409
SIGNED:
PRINT NAME: GARY L. SMITH, PRESIDENT
AND TITLE: PRESIDENT
DATE: June 8, 2009
April 2, 2009

Sergeant Wayne Vincent
Court Liaison Unit
Arlington County Police Department
1425 N. Courthouse Rd.
Arlington, Virginia 22201

Dear Sergeant Wayne Vincent,

Thank you for contacting Duncan Solutions to explore how we can help Arlington County achieve enhancements in your parking citation management program. We have significant experience in addressing the challenges you have described and have prepared this proposal for your consideration.

**Background & Understanding of Your Objectives**

We understand you are considering the use of a toll free phone number and/or web solution to accommodate the numerous requests for adjudications scheduling and an improved citation processing for the County.

The County has provided additional background information as follows:

- On September 13, 2008, the County Board modified the County Code requiring all parking appeals to be heard before the General District Court.
- To request a court date, you must appear in person to the Police Department.
- Each officer has two court dates per month.
- The issuing officer will be subpoenaed to court.

The County is looking for an alternative so the public can request a court date via phone, e-mail, or calling an 866 number. In Fairfax County, Duncan mails an affidavit to the defendant and they must mail it back before their court date will be added to the docket. The County currently requires the public to appear in person so they can confirm their identity and then immediately issue a summons to appear on the officer’s court date. In Arlington County, if a defendant misses a court date for a parking citation, the court will hold a trial in their absence, and fine them an additionally $20 fee to their court cost and original fine.

Further, we understand you have several key objectives:

- An estimate of cost to provide a service similar to Fairfax County.
- Improve the County’s ability to capture revenue from parking citations.
- Reduce the strain on County resources.

Duncan Solutions provides a full range of products and services which can help you achieve these objectives. Our products range from citation issuance and collections management tools to implementation transition and operations improvement consulting.
While we recognize the need to focus on addressing your immediate objectives we will also enable you to leverage additional Duncan Solutions program components in the future. We pride ourselves on helping clients through this journey with practical solutions and an implementation pace that can easily be absorbed.
Scope

Duncan Solutions will provide Arlington County parking violators with the ability to call a toll free number or visit the internet to pay for parking citations. In addition, the violator will be able to speak with a customer service representative to schedule a hearing and receive an affidavit through the mail.

What Is Included

- Toll Free Number - Set up of toll free number for parking ticket payments and and call center support (for hearing requests only)
- Tickets - Printing of toll free number on Arlington tickets
- Affidavit - Design and printing of Affidavit
- Documentation - Recording of requests and mailing of affidavits
- Return process - Receipt and processing of returned affidavits
- Scheduling - requires we have officer's calendars, court schedule and set up of Court Scheduling module in AP
- Confirmation letter - Sending of confirmation letter to violator
- Implementation Project Management - We will assign an experienced Project Manager to help marshal the process of implementing your citation management system solution. This includes training in the use of the handheld computers as well as the processing system.
- System Administration - We will provide all administration of system parameters, tuning and upgrades for the duration of a contract.
- Operations Support - We will provide operational consulting support to your system users in need of some experienced based tips and tricks.

What Is Not Included

- Any additional services or support not identified in this proposal. We will be happy to propose managing any additional services you request, on a fee-for-service basis.
Approach

This proposal will help us establish mutual expectations and confirm feasibility of this important improvement initiative. We will work closely with you to identify areas where further clarification may be required in order to prepare a formal agreement representing our commitment to the County.

Once we have formalized our agreement, we will initiate the following steps:

1. Our implementation team will work with you to complete the Project Plan and gather key information for software configuration.
2. Our engineering staff will configure the final software to approved specifications and information provided.
3. Our implementation team will prepare support guidelines and training materials to be used during transition and operations.

Basis of this Proposal

We have based this proposal on the facts and assumptions generated from all of our previous conversations. We have listed these facts and assumptions below. Importantly, if we have misunderstood any of your needs, or have made false assumptions we will modify this proposal as necessary to reflect the revised assumptions. Accordingly, please review these assumptions carefully, and advise if we have misunderstood your situation in any way.

Key Facts & Assumptions

- Approximately 220,000 annual parking citations are currently processed
- Postage for all mail services will be paid by Duncan and billed to the County for reimbursement
- Currently, the County batches all web and IVR payments for import and update to AutoPROCESS
- Based on our understanding of your current needs, Duncan will not need to provide interfaces to any other systems; any interface requirements will need to be defined, estimated, quoted and approved before development can commence

Investment

We have included the following investment figures for your consideration. This proposal is firm for 30 days from the date of submission and can be extended upon mutual agreement if the County requests such in writing.

Implementation Duration

An engagement of this type typically takes 30 to 80 days from execution of the formal agreements. Resources are committed to the project at that point with an understanding of roles, responsibilities, key milestones, and targets.

Financial Estimate & Considerations

Arlington Contracting Procedures
1. The number to call for information about contesting a ticket: (703) 228-0780 needs to be forwarded to our customer service office. This can be set up through the County’s IT department. If this option is selected, the County will be responsible for the cost to remote call forward the calls to Duncan. Alternatively, Duncan can provide a separate, unique toll free number for the County to use. If this option is selected, the County would be responsible for an initial set-up cost as well as ongoing per minute costs for each call.

2. Our customer service reps will complete the contest process and mail an affidavit to citizens requesting a court date.

3. The County PD’s web page with information about contesting a parking citation needs to be changed to instruct citizens to call the toll free number, or click on the link to our contesting citation page.

4. Our page will explain the process and have a request form that can be completed online. For contest by web, an affidavit will be e-mailed to the citizen.

For both contest by web and contest by phone, reports of contested citations will be forwarded to the appropriate Police Department Personnel and the Court prior to each court date.

* For handling the dispute process, CM will charge Arlington County an up front fee of $2,200 for telephony infrastructure set up and website development plus $4.60 for each scheduled court appearance.

The up front charge will be included on the next monthly invoice, and the charge per scheduled appearance will be invoiced monthly, or on the citation processing bill as appropriate.

The prices presented above are subject to annual cost of living adjustments beginning with the first anniversary of the Agreement.

* Depending on the option the County uses with regard to the phone number provided to the Citizen, there may be an additional cost for initial set up and ongoing per minute fees.

**Action Steps**

Thank you for the opportunity to propose these services to Arlington County. We are excited about this opportunity and hope we can reach mutual agreement on a path forward.

Upon your confirmation of the scope of work and assumptions, please consider this document as our final proposal and pricing. With the County’s approval, we would ask that the County prepare a Purchase Order to the work described in this proposal. Once the purchase order is received, we will dedicate the necessary resources to begin the implementation of this solution for the County.

If you have any questions please feel free to contact me. Thank you for considering Duncan Solutions.

Sincerely,

Tim Wendler
Duncan Solutions
414 347 3758
twendler@duncansolutions.com
THIS AGREEMENT is made, on the date of execution by the County, between Professional Account Management, LLC, 633 W. Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 (Contractor), a Wisconsin Limited Liability Company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work), and Exhibit B (Contract Pricing). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to create and provide to the County an Automated Municipal Parking Ticket System. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Technology Services, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.
CONTRACT TERM
Work under this Agreement will commence upon County's execution of this Agreement and shall continue until June 30, 2008 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amended Notice of Award of Contract, authorize continued operations of the Contractor under the same contract unit prices for not more than four (4) additional twelve (12) month periods from July 1, 2008 to June 30, 2012 (each period is referred to as "Subsequent Contract Term"). Notwithstanding anything herein to the contrary, the Contract Amount for each extension period shall be in an amount not to exceed the funds appropriated for the Contract by the County Board of Arlington County, Virginia for the Subsequent Contract Term.

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the terms of the Payment paragraph and Exhibit B for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the total Contract Amount specified in this section unless such amount is modified as provided in this Agreement. The Contract Amount includes all of Contractor's costs and fees (profit).

PAYMENT
The Contractor will be paid monthly. Within 10 days after the last day of each month the Contractor shall submit, for approval by the Project Officer, an invoice describing the total Work done, by Task, during the preceding month. The Project Officer shall either approve the invoice or require corrections. The County will pay the Contractor within 30 days after the date of receipt of a correct (as determined by the Project Officer) invoice approved by the Project Officer. The amount paid shall be based on the estimate of the percentage of the total Work under each Task completed during the month, subject to the Project Officer's acceptance of the Work and the estimate. If the Contractor has been paid ninety percent (90%) of the Contract Amount for any Task and Work under that Task is not complete, the remaining amount due for that Task will be paid to the Contractor only after all Work on that Task is completed. The total amount paid for each Task shall not exceed the amount allocated for the Task, regardless of the number of hours spent or the amount of expenses incurred by the Contractor in the performance of the Work. The number of the Purchase Order by which authority shipments have been made or services performed shall appear on all invoices. Invoices shall be submitted in duplicate.

ADDITIONAL SERVICES
The Contractor shall not be compensated for any goods or services provided except those included in Exhibit A and paid for by the Contract Amount unless those goods or services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.
Additional services agreed upon by the parties will be billed at the rates set forth in Exhibit B unless otherwise agreed.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement. The lump sum Contract Amount includes all costs of providing the services described in this Agreement to the County.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR
During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

INDEMNIFICATION
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents. This indemnification shall survive the termination of this Contract.

COUNTY PURCHASE ORDER REQUIREMENT
County purchases of goods over $5,000.00 per transaction and purchases of services over $500 per transaction are authorized only if a County Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. A purchase order will be issued for any purchase if the vendor requires a purchase order for its records. The County will not be liable for payment for any purchases of goods over $5,000 per transaction or purchases of services over $500 per transaction made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. Contractors providing goods or services without a signed County Purchase Order do so at their own risk and must satisfy themselves that the ordering person or agency is authorized to purchase goods or services in the name of the County. Please direct questions regarding this requirement to the County Procurement Officers at 703-228-3410.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the County, after due oral or written notice,
may procure the goods or services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs: provided, that if public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a reduction in price to be determined solely by the County. This remedy shall be in addition to any other remedies, which the County may have. The County shall be entitled to offset such costs against any sums owed by the County to the Contractor.

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

LIABILITY
The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of the Contractor, that make performance impossible or illegal, unless otherwise specified in the Contract.

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

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

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.
AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

ACCESSIBILITY OF WEB SITE
If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County’s presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

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

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

DELIVERY
All goods are purchased P.O.B. point of delivery in Arlington County. All costs for handling and transportation charges to the designated point of delivery shall be borne by the Contractor. Transportation, handling and all related charges shall be included in the unit prices or discounts bid for each item.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined
in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing Agent.

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

PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, shall destroy all computer records created as a result of the County's request for services under this Contract.

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

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

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and
complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

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

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

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

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

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.
AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

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

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

CONTRACT EXTENSION WITH PRICE ADJUSTMENTS NEGOTIATED UP TO CPI-U
The Contract unit price(s) shall remain firm for the first twelve (12) months of the Contract Term. The Contract unit price(s) for each ensuing Contract year, if the County elects to extend the Contract, shall be negotiated by the County and the Contractor. Increases in the price(s) for ensuing years shall not exceed the lesser of 2% or the percentage of change in the U.S. Department of Labor, Consumer Price Index, All Items, Unadjusted, Urban Areas (CPI-U) for the twelve (12) month period ending in October of each Contract Year.

If the Contractor and the County do not agree on a price using the procedure set forth above by the thirtieth (30th) day prior to the end of the initial Contract Term or the end of ensuing renewal term or terms, the County will terminate the Contract whether or not the County has previously elected to extend the term. The Contract unit price(s) changed as a result of this procedure shall become effective on the anniversary date of the Contract and shall be binding on the Contractor for the ensuing renewal term or terms.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the
project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

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

TERMINATION FOR DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior
to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.

Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

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

TERMINATION FOR THE CONVENIENCE OF THE COUNTY
The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

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

REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)
During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County
may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

INSURANCE REQUIREMENTS
The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

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

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.
The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

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

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

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

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE:

NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT

DATE: 6/25/07

PROFFESIONAL ACCOUNT MANAGEMENT, LLC

AUTHORIZED SIGNATURE:

NAME AND TITLE: Gary J. Smith / President

DATE: June 27, 2007

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EXHIBIT A

SCOPE OF WORK

Section 1. General

The Contractor shall provide to the County a comprehensive Automated Municipal Parking Ticket System ("System"), to be used by Arlington County Police Department. The System shall include on-street ticket issuance, monitoring of timed parking zones, and scofflaw identification along with a full back office system for tracking issued tickets, payments, appeals, permits, obtaining registered owner information from Virginia DMV and NLETS, and interface to other departments.

The County will pay the Contractor at the rates identified in Exhibit B.

The System shall be a hosted comprehensive and feature packed processing system. The System shall include manual ticket data entry, payment management, inquiries, standard and ad-hoc reporting, DMV interface, audit trail and import and export management. The Contractor shall not charge the County for scanning handwritten tickets.

The Contractor shall provide the following equipment and services, including but not limited to: ticket issuance hardware, back office hardware, software, supplies (tickets & envelopes), program customization, maintenance, full system support, installation, training, upgrades and enhancements of the following:

- 26 Handheld device/thermal printer units (plus on site spares)
- Charger/communication cradles
- PC to unload computer and interface to system server
- Data Conversion
- Interface to other departments via ASCII flat file
- DMV query
- Complete Hardware Maintenance (prepaid freight both directions)

The County will provide:

1. System Administrator (liaison between the Contractor and County departments who shall fully learn and understand the System, be in charge of password security for system, and who shall train new personnel as they are hired)

2. Desktop space to accommodate all System hardware

3. Dedicated telephone modem line

4. Internet service to System

6. Workstations
Section 2. System Functional Description

A. Ticket issuance on street

Each Police officer ("officer") will be equipped with an AutoCite X3 handheld lightweight portable computer with an integrated thermal printer capable of issuing printed parking tickets in the field.

CHALKING

To use the chalk feature, the officer will respond to prompts for street location, plate number, plate state, and zone (if used). When the next pass is made and there is a match to prior entry, the first time and current time will be display. If a ticket is to be issued, the original chalk time will be printed on the ticket.

SCOPE/LAW AND SPECIAL LISTS

A module for check plates for hot lists or special lists will prompt for plate and state.

END OF DAY

At the end of the shift or day, the officer will plug the field unit into the charger. Preferred file transfer methods are over a network or to an FTP site.

B. Ticket Management and Processing System

The System shall be a complete back office processing system that has modules for reports, payments, entry of manual tickets, custom dispositions, notes, correspondence, notice letters, and other features.

PAYMENTS

The Contractor shall work with the County to define the file formats and timing to facilitate the file transfer process. The System shall provide for upload of payments or files taken from County cashiers into the System to reflect payment.

DATA IMPORT/EXPORT TO OTHER DEPARTMENTS

Files to be imported or exported to other departments shall be done in flat ASCII format. Whenever possible, the export events will be sent automatically as scheduled events.

REPORTS

The System shall provide a full set of parking violation management reports. The System also shall provide a fully integrated Ad-Hoc report writing module that will allow County staff to search and analyze data and create online reports as needed.

USING THE SYSTEM

The System will be used for documenting all transactions/dispositions that occur with each record. This includes payments, noticing, appeals, documenting phone calls and correspondence, getting addresses from DMV,
manual ticket entry, noting bad addresses, and general database record
management.

The System shall keep a file of the digital photo images to type to
records for evidence purposes.

SCOFFLAW LISTS
The System shall create a daily updated Hot List to be downloaded to the
field units. This will require payment information to be sent on a daily
basis from the County Cash Receipts system to the System.

SYSTEM SECURITY
The System shall allow for an array of user access control and security
that can vary by module, field and security level, from no access to
complete insert/delete/edit capability anywhere in the System. Access to
the AutoPROCESS system and each agency's data is password controlled.
The System Administrator assigns access IDs and initial passwords. Each
user has the ability to change their individual password at any time.
Additionally, all or individual passwords can be changed by the System
Administrator on a regular basis to ensure password security. Passwords
can be set to expire on a regular basis requiring the users to create a
new password and time out limits can be set to prevent authorized access.

The AutoISSUE Host PC shall provide for secured access by those personnel
granted permission (assigned User IDs and Passwords) to use the System.

MAINTENANCE AND REPAIR
The Contractor shall maintain and support the System for the life of the
contract (installing version upgrades as they become available), perform
required data backups, provide for disaster recovery, provide
trained/certified staff to monitor the daily activity of the System. In
addition to providing on-site spare equipment, the Contractor shall
provide maintenance on field units requiring repair as follows:

The Contractor shall provide to the County prepaid Airbills for use
with Airborne Express. The System Administrator, or other
designated employee, will place the inoperative field unit in a
box, packed well, with a note describing problem. The Airbill will
be filled out with date, number of boxes, and weights. Airborne
Express will be called to pick box up.

Unit comes into Contractor's depot the next morning. The
Contractor shall ship the fixed, or replaced unit back to the
County within 24 hours of receipt of the inoperative unit using
Airborne Express overnight service.

Section 3: System Technical Description

A. The Contractor shall provide to the County twenty-six (26) standard
AutoCITE X3 handheld devices equipped and configured to the needs of the
County, including all the software, and paper options (electronic ticket
stock and mailing envelopes) necessary to support parking ticket
issuance. The handheld devices shall be fully integrated with the
System.
B. The Contractor shall provide to the County a single site license to the ticket issuance management software, AutoIssue, an AutoIssue Host PC workstation (PC and Local Laser Printer) and USB Charger/Communications stations for handheld storage, charging and data transfer.

Network Requirements

A. 100 Base T Ethernet

B. Hardware Components

AutoIssue Host PC configuration
1 CPU - Pentium 4.3 GHz
1 GB RAM
Windows XP Professional (Service Pack2) Operating System
10GB Hard Drive
1 CD ROM
1 I/O USB 2.0
1 800X600 Minimum resolution monitor
1 Local Laser Jet Printer

C. Application Tools

Oracle/SQL Server/Firebird RDBMS Support
Uses standard SQL query
Ad-Hoc Report Writer Tool capable of creating Ad-Hoc reports directly from the real time database.

D. System Security
Access to each agency's data shall be User ID and Password controlled. The System Administrator will assign to Agency users a 'user profile' which defines the modules and the specific functions within a module at the user can access. Also, a user may be granted authority to view certain data but to edit or otherwise manipulate that data.

E. Data Ownership and Benefits
All data shall remain the property of the County and shall remain in the database until archived. Rules for archiving data will be mutually agreed upon by the County and the Contractor.

H. Bandwidth
There shall be no bandwidth impact on the County's network.

Section 4: Approach to Implementation

The Contractor shall perform the following:

Step 1. Contract Award - includes all project start up activities, resource assignments, orientation, detailed planning/refinement, and onsite visit to initiate gathering of specific information. The specific personnel to be assigned to this project will be assigned during this time.
• Project Launch
• Requirements Review
• Data Gathering
• Project Plan Realignment
• Start Up Acceptance

**Step 2. Configuration** - includes obtaining required hardware/software, configuring the system, crafting notices and templates, developing any interface and necessary reports, refining the overall transition plan, sire preparation, preparing/refining issuance, processing, and collection procedures, and required documentation in support of the system solution.

• Hardware Acquisition
• Software Acquisition
• Hardware Configuration
• Forms Configuration
• Procedure Configuration
• Training Configuration
• Configuration Approval

**Step 3. Conversion** - this is an ongoing activity throughout the life of the transition process and includes activities such as data identification, data mapping, data clean up, test conversion, and final conversion.

**Step 4. Testing** - includes testing and validating all deliverables in preparation for the implementation. This is an interactive process and will involve County personnel on key deliverables.

• Issuance Validation
• A sample data file is sent by the County to prepare for file conversion
• Processing Validation
• Interface protocols to other departments finalized
• Procedures Validation
• Conversion Preparation
• Test Conversion
• Conversion Approval
• Final Conversion

**Step 5. Installation** - includes installation and validation of hardware and software at the County. Site testing will include such areas as ticket issuance system functionality, hosted processing system access, cashier system functionality, and remote access capability for ongoing support. During this stage paper products (ticket stock and payment envelopes) are delivered to the County in preparation for training and implementation.

• Hardware/Software Installation
• Access Validation

**Step 6. Training and Implementation** - includes training on handheld ticket writers, system operations, procedures culminating in final conversion, system implementation, and support program initiation.

• On Site Training
• Implementation Approval
• Implementation
• Support Initiation
EXHIBIT B

CONTRACT PRICING

Per ticket price:

$0.68 (sixty-eights cents) per ticket for each individual parking ticket form, electronic or handwritten, requested by the County and provided by Professional Account Management. The price per ticket for electronic ticket forms will include a payment remittance envelope.

The above price includes but is not limited to the following:

- Field units for all ticket issuance personnel plus on-site spares
- Charger/communication cradles for field units
- Unload PC with printer
- Preprinted tickets
- Preprinted envelopes
- Custom software
- Hardware Maintenance (no matter what the reason, even if from misuse) and includes prepaid freight both directions
- Software support, debugging, customization
- File conversion
- Installation and training
- Hardware maintenance upgrades and enhancements
- Contractor's releases of current software upgrades and enhancements
- Unlimited System support

Additional Services:

The Contractor shall provide to the County additional services, as requested by the County, related to the implementation, training, use, and maintenance of the System, other than those described in Exhibit A, at $95 per billable hour of service, plus any related travel expenses. No such additional services may be provided without a specific, written authorization by the County Project Officer.