

SCHEDULE T CONTRACT SUMMARY TRANSMITTAL*

FOR USE BY ALL CITY AGENCIES AND DEPARTMENTS FOR PROCUREMENT, CONSTRUCTION AND PROFESSIONAL SERVICES CONTRACTS

1 Agency Finance Mana	agement	De	nartment: Rev	enue Management E	Sureau		
2. Project Name: ACS Xer	ox State and Local Solution	S		Project Amount: 90000	JU		
	tiple Funding Sources - Complete #: 08921 Account #: 547				cumbrance Amount	\$:	
4. Project Manager / Respon Title: Principal Reve	sible Employee Name: Andy nue Analyst		one: 238-7009	emai	abest@oaklan	dnet.com	
	or Alternate Employee Contact		one:	emai	l:		
6. Consultant / Contractor Na	ame: ACS Xerox State a	and Local S	olutions				
Address: 12 410 M	De stor Center Dr Gu	e was bon Pho	one: <u>415 48</u>	63337 email	renee.jordan2@	erox.com	
	Professional Service: X						
8. Statement of Contract Goa	al / Purpose: Citation Assist	ance Revenu	e Reconciliat	ion			
	e To Proceed (NTP) Date: 4/1				4/1/16		
0. Resolution Number: 854	79		Resolu	ution Date: 3/31/15			
	ocuments: Revenue Manage						
Insert language below rega		ance and/or aud ontract will be e attach separate	it requirements. valuated quarter e sheets if requir	For example: This cont ly according to the deli- red.	ract is subject to an		
	Performance, Inspe	ection, Fiscal Re	porting and Audi	t Requirements			
Performance Evaluation:		WW.					
Inspection Requirement: Fiscal Reporting Requirement:							
Audit Requirement:							
Deliv	erables	Date Due	Completion Date	Responsible Source (Prin	ne, Sub, Supplier, Other)	Performance	
2			iv.				
3					110		
	A 4	7					
City Representative:	And Best Please Pi	int)			Date: 417	115	
City Clerk:	(Please Pri	; Ph	in		Date:	115	
City Clerk Signature:	ty Clerk Signature: Phan 4/17/15						

^{*} Must be attached to the signed Contract / Agreement and the First and Final (last) Payment Requests

CONTRACT SUMMARY TRANSMITTAL PROCEDURE

Note: This Contract Summary Transmittal form must be completed and attached to the signed Contract / Agreement

Note: Agency / Department - Project Managers are responsible and must ensure:

Contract Compliance and Employment Services performed the following:

- 1) Compliance Analysis
- 2) Equal Benefits Determination
- 3) Living Wage Determination

Note: Before submission of a Contract:

Schedule M (Part A and B) must be submitted to the City Attorney's Office for written approval

- 1) Consultant / Contractor must complete Schedule M Part A
- 2) The City Agency / Department must complete Schedule M Part B

Note: A photocopy of the completed Contract Summary Transmittal form must be attached to the first and final payment request:

- 1) Photocopy the front and back of the completed Contract Summary Transmittal form
- Photocopy must be attached to the back-up documentation, on the first payment request and on the final payment request that is submitted to the Finance and Management Agency / Accounts Payable Section

Contract Transmittal Procedure	Date Received	Received Initials	Date Returned	Returned Initials
Contract: Send to the City Attorney's Office for First Review				
Contract: Send to the Consultant / Contractor				
Contract: Send to the City Attorney's Office for Final Signature				
Contract: Send to the Agency / Department Fiscal Services to Encumber Funds				
Contract: Send to the Finance and Management Agency / Purchasing Division ***				
Contract: Send to the Agency / Department for Director's Signature				
Contract: Send to City Administrator's Office for Approval (for contracts over \$15,000)				
Contract: Send to City Clerk's Office	4/17/15	Y		_

^{***} All Contracts are sent to the Finance and Management Agency / Purchasing Division to ensure the required Funds are encumbered Funds that are not encumbered may result in a delayed payment to the Consultant and/or Contractor

**Additional Funding Section

Fund Number	Organization Number	Account Number	Project Number	Program Number	Encumbrance Amount
		11			

Amendment No. One to the Agreement Between the City of Oakland

And

ACS/Xerox State and Local Solutions, Inc.

This Amendment No. One dated April 1, 2015 amends the agreement dated April 2, 2010, by and between the CITY OF OAKLAND, a municipal corporation (hereinafter "City"), and ACS/Xerox State and Local Solutions, Inc. (hereinafter "Contractor") (hereinafter the "Original Agreement") to extend the time of performance.

The Original Agreement is amended as follows:

Time for Performance 1.

The time for performance of the contract work is extended from April 2, 2015 to April 2, 2016.

2. Scope of Services

Contractor agrees to provide or continue to provide services required in the Original Agreement described in the original Scope of Services, Schedule A.

3. Compensation

Contractor will be paid for performance of the scope of services as specified in the original Agreement, Section 4. "Compensation and Method of Payment," for a total contract amount over the entire contract period of \$5,400,000. The thirty percent (30%) "Contingency Collection Fee," as referenced in the original Agreement, is not included in the contract maximum.

4. **Contract Inducement**

Contractor will pay City \$100,000 within thirty (30) calendar days of executing this Agreement for the one-year extended term effectuated by this Amendment No. One.

5. **Living Wage Adjustments**

Effective July 1, 2014, the minimum compensation for Contractor's employees who perform services under or related to this amendment is the hourly wage rate of twelve dollars and twenty-seven cents (\$12.27) with health benefits or fourteen dollars and ten cents (\$14.10) without health benefits.

Minimum Wage - This agreement is subject to the new "Minimum Wage" law. 6.

Effective March 2, 2015, the minimum wage law applies to businesses located in the Oakland geographic region, their employees, and employees of non-Oakland businesses working in Oakland. Please read the attached letter to businesses.

7. **Prompt Payment Ordinance**

This amendment is subject to the Prompt Payment Ordinance of Oakland Municipal Code, Title 2, Chapter 2.06 (Ordinance 12857 C.M.S., Passed January 15, 2008 and effective February 1, 2008), establishing a policy requiring payment within 20 business days after receipt of an invoice for purchase of goods and/or services.

8. Arizona and Arizona-Based Businesses

Contractor agrees that in accordance with Resolution No. 82727 C.M.S., neither it nor any of its subsidiaries, affiliates, or agents that will provide services under this agreement is currently headquartered in the State of Arizona, and shall not establish an Arizona business headquarters for the duration of this agreement with the City of Oakland or until Arizona rescinds SB 1070.

Contractor acknowledges its duty to notify the Department of Contracting and Purchasing, Purchasing Division if its Business Entity or any of its subsidiaries affiliates or agents subsequently relocates its headquarters to the State of Arizona. Such relocation shall be a basis for termination of this agreement.

9. <u>Dispute Disclosure</u>

Contractors are required to disclose pending disputes with the City of Oakland or Redevelopment Agency when they are involved in submitting bids, proposals or applications for a City or Agency contract or transaction involving professional services. This includes contract amendments. Contractor agrees to disclose, and has disclosed, any and all pending disputes to the City prior to execution of this agreement. The City will provide a form for such disclosure upon Contractor's request. Failure to disclose pending disputes prior to execution of this amendment shall be a basis for termination of this agreement.

All other terms and conditions of the original agreement, except for those modified by this Amendment No. One, shall remain unchanged and in full force and effect.

City of Oakland A municipal corporation	Xerox State & Local Solutions, Inc. a New York corporation	
City Administrator's Office (Date)	Signature (Da	te)
David Mcherren 3/30/15	Kirk Strassman Print Name	
Department Head (Date)	Vice President Title	
Approved for form and legality: City Arterney's Office (Date)	Resolution No	



DATE(MM/DD/YYYY) 04/03/2015

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain policies may require an certificate holder in lieu of such endorsement(s).	endorsement. A statement on this certificate does not confer rig	hts to the
PRODUCER AON Risk Services Northeast, Inc. New York NY Office 199 Water Street	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 E-MAIL CONTACT FAX (A/C. No.): 800-363-0105	
New York NY 10038-3551 USA	ÄDDRESS: INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A: AIG Specialty Insurance Company	26883
Xerox Business Services, LLC. dba Affiliated Computer Services	INSURER B:	
2828 N. Haskell Ave.	INSURER C:	
Dallas TX 75204 USA	INSURER D:	
	INSURER E:	
	INSURER F:	
COVERAGES CERTIFICATE NUMBER: 570057285		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HINDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFOR EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HA	N OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO VIDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TRAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are	VHICH THIS HE TERMS,
INSR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF POLICY EXP (MM/DD/YYYY) LIMITS	

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)
Ì							PERSONAL & ADV INJURY
	GEN'LAGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	ANYAUTO	ĺ					BODILY INJURY (Per person)
	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)
	AUTOS AUTOS HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE
	EXCESS LIAB CLAIMS-MADE						AGGREGATE
	DED RETENTION						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE	1					PER STATUTE OTH- ER.L. EACH ACCIDENT
	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE-EA EMPLOYEE
	If yes, describe under DESCRIPTION OF OPERATIONS below	İ.,					E.L. DISEASE-POLICY LIMIT
A	E&O-PL-Primary			011818900 SIR applies per policy ter			Ea. Claim / Agg. \$1,000,000
	RIPTION OF OPERATIONS / LOCATIONS / VEHICL						

Additional Named Insured: Xerox State & Local Solutions, Inc.

CERI	IFICA	15	HU	LUE	•

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

City of Oakland Department of Contracting & Purchasing 250 Frank H. Ogawa Plaza, Suite 3341 Oakland CA 94612 USA AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc



DATE (MM/DD/YYYY) 03/31/2015

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PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMEDICAC		CONTACT NAME:	
1166 AVENUE OF THE AMERICAS		PHONE (A/C, No. Ext):	FAX (A/C, No):
NEW YORK, NY 10036		E-MAIL ADDRESS:	
Attn: ACS.CertRequest@marsh.com		INSURER(S) AFFORDING COVERAGE	NAIC#
303099-ALL-CAS-15-16		INSURER A : ACE American Insurance Company	22667
INSURED *XEROX BUSINESS SERVICES LL	2	INSURER B : N/A	N/A
D/B/A AFFILIATED COMPUTER SE	RVICES LLC	INSURER C: Indemnity Ins Co Of North America	43575
2828 N. HASKELL AVENUE DALLAS. TX 75204		INSURER D:	
DALLAS, 1X 75204		INSURER E :	
		INSURER F:	
COVEDACES	CERTIFICATE MUMPER.	MVO 007004F00 00	MDED.

CERTIFICATE NUMBER: NYC-007031528-02 REVISION NUMBER: 5

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

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	S	
Α	GENERAL LIABILITY			HDO G27341019		01/01/2016	EACH OCCURRENCE	\$	2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	N/A
							PERSONAL & ADV INJURY	\$	2,000,000
							GENERAL AGGREGATE	\$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	INCLUDED
	X POLICY PRO-							\$	
Α	AUTOMOBILE LIABILITY			ISA H0885211A	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO			·			BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$	
	DED RETENTION \$							\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLR C48141493 (AOS)		01/01/2016	X WC STATU- OTH- TORY LIMITS ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A		WLR C48141481 (AZ, CA, MA)	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$	1,000,000
Α	(Mandatory in NH)			SCF C4814150A (WI)	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
	·								

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

Re: City of Oakland California Parking Citation Administration & Revenue Reconciliation System Renewal Contract.

Additional Named Insured: Xerox State & Local Solutions, Inc.

City of Oakland, its Councilmembers, directors, officers, contract-related agents, employees and volunteers are additional insured under the above general liability and auto liability but only with respects to liability arising from negligent acts or omissions of Xerox Business Services, LLC and to the extent where required by written contract. A waiver of subrogation shall be provided to the City of Oakland, its Councilmembers, directors, officers, contract-related agents, employees and volunteers under the workers' compensation and where required by written contract.

CERTIFICATE HOLDER	CANCELLATION
City of Oakland Department of Contracting & Purchasing 250 Frank H. Ogawa Plaza - Suite 3341 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
	Daniel Rivera Daniel 9. Rim



DATE (MM/DD/YYYY) 03/31/2015

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Continuate monder in new or outer emacroomers(e).		
PRODUCER MARSH USA, INC. 1166 AVENUE OF THE AMERICAS NEW YORK, NY 10036	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	No):
Attn: ACS.CertRequest@marsh.com	INSURER(S) AFFORDING COVERAGE	NAIC #
303099-ALL-CAS-15-16	INSURER A: ACE American Insurance Company	22667
INSURED *XEROX BUSINESS SERVICES LLC	INSURER B : N/A	N/A
D/B/A AFFILIATED COMPUTER SERVICES LLC	INSURER C: Indemnity Ins Co Of North America	43575
2828 N. HASKELL AVENUE	INSURER D :	
DALLAS, TX 75204	INSURER E :	
	INSURER F:	
	DELUCION 00	

COVERAGES CERTIFICATE NUMBER: NYC-007031528-02 REVISION NUMBER: 5

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NSR LTR	TYPE OF INSURANCE	ADDL		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	GENERAL LIABILITY		HDO G27341019	01/01/2015	01/01/2016	EACH OCCURRENCE	\$	2,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	2,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$	N/A
						PERSONAL & ADV INJURY	\$	2,000,000
						GENERAL AGGREGATE	\$	10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$	INCLUDED
	X POLICY PRO- JECT LOC						\$	
Α	AUTOMOBILE LIABILITY		ISA H0885211A	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident)	\$	2,000,000
	X ANY AUTO					BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	HIRED AUTOS NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$	
							\$	
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
	DED RETENTION \$						\$	
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WLR C48141493 (AOS)	01/01/2015	01/01/2016	X WC STATU- OTH- TORY LIMITS ER		
Α	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	WLR C48141481 (AZ, CA, MA)	01/01/2015	01/01/2016	E.L. EACH ACCIDENT	\$	1,000,000
Α	(Mandatory In NH)	N/A	SCF C4814150A (WI)	01/01/2015	01/01/2016	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Re: City of Oakland California Parking Citation Administration & Revenue Reconciliation System Renewal Contract.

Additional Named Insured: Xerox State & Local Solutions, Inc.

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1.	AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Daniel Rivera Deniel 8. Rivera
City of Oakland Department of Contracting & Purchasing 250 Frank H. Ogawa Plaza – Suite 3341 Oakland, CA 94612	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
CERTIFICATE HOLDER	CANCELLATION

04410511451011

Endorsement Number: 3

POLICY NUMBER: HDO G27341019

COMMERCIAL GENERAL LIABILITY CG 20 15 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
Any Vendor whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All of your products.

- A. Section II Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to below as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;

- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1) The exceptions contained in Subparagraphs d. or f.; or
- (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

ADDITIONAL INSURED WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

Named Insured	Xerox Business Serv	ices, LLC	Endorsement Number 2
Policy Symbol ISA	Policy Number H0885211A	Policy Period 01/01/2015 TO 01/01/2016	Effective Date of Endorsement
, ,	e of insurance Company) an Insurance Compar	ny	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

BUSINESS AUTO COVERAGE FORM

SECTION II, A.1. WHO IS AN INSURED is amended to include as an additional "insured" any person or organization for whom you have agreed under contract or agreement to provide insurance, provided such contract or agreement was executed prior to loss.

However, the insurance provided shall not exceed the scope of coverage and/limits of this policy. Notwithstanding the forgoing sentence, in no event shall the insurance provided exceed the scope of coverage and/or limits required by said contract or agreement.

 Authorized Agent	
	,



DATE (MM/DD/YYYY) 03/25/2015

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

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	ertificate holder in lieu of such endors				luoisei	nent. A stat	ement on th	is certificate does not c	Jillel I	ights to the
	DDUCER				CONTAC NAME:	T				
	sh USA, Inc. 6 Avenue of the Americas				PHONE (A/C, No.	Fxt)		FAX (A/C, No):		
	v York, NY 10036				E-MAIL ADDRES			(red) Nor		
						INS	URER(S) AFFOR	RDING COVERAGE		NAIC #
303	099-FINPR-Crime-14-15				INSURE	RA: National Ur	nion Fire Ins Co P	Pittsburgh PA		19445
	JRED ROX BUSINESS SERVICES LLC				INSURE	RB:				
	/A AFFILIATED COMPUTER SERVICES LLC				INSURE	RC:				
	8 N. HASKELL AVENUE .LAS, TX 75204				INSURE	RD:				
UAL	LAS, 1A 75204				INSURE	R E :				
					INSURE	RF:				
_				E NUMBER:		007031533-01		REVISION NUMBER: 3		
IN C	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH	EQUIF PERT POLI	REME TAIN, CIES.	ENT, TERM OR CONDITION THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE	OF ANY ED BY T BEEN R	CONTRACT THE POLICIES REDUCED BY I	OR OTHER DESCRIBED PAID CLAIMS.	DOCUMENT WITH RESPECT TO HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE		SUBR			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY							EACH OCCURRENCE	\$	
	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
	CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$	
								PERSONAL & ADV INJURY	\$	
					j			GENERAL AGGREGATE	\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	
	POLICY JECT LOC	-						COMBINED SINGLE LIMIT	\$	
	AUTOMOBILE LIABILITY				j			(Ea accident)	\$	
	ANY AUTO ALL OWNED SCHEDULED							BODILY INJURY (Per person)	\$	
	AUTOS AUTOS NON-OWNED							PROPERTY DAMAGE	\$	
	HIRED AUTOS AUTOS				i			(Per accident)	\$	
			-	 					\$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE							EACH OCCURRENCE	\$	
	CLAIMS-MADE							AGGREGATE	<u>\$</u> _	
	DED RETENTION\$ WORKERS COMPENSATION		-					WC STATU- OTH-	\$	
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE							TORY LIMITS ER		
	OFFICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$	
	If yes, describe under					į	-	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		
Α	DESCRIPTION OF OPERATIONS below Fidelity Bond/ Blanket Crime			01-476-73-87		08/18/2014	08/18/2015	Limit	\$	1,000,000
^		'		01-470-73-07		0/10/2014	00/10/2013	LIFIL		1,000,000
	Coverage				ĺ	İ				
RE: 0	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL City of Oakland California Parking Citation Administrati tional Named Insured: Xerox State & Local Solutions, I	tion & R				if more space is	required)			
CEI	RTIFICATE HOLDER				CANC	ELLATION				
Cit De 25	ty of Oakland epartment of Contracting & Purchasing 50 Frank H. Ogawa Plaza – Suite 3341 akland, CA 94612				SHOU THE	JLD ANY OF T	DATE THE	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL B Y PROVISIONS.		
						IZED REPRESEN USA Inc.				
					Robert I	L. Salinardo	1	School Selimon	-	

Combined Contract Schedules



Business Name Contact Person: Renee Jordan Address 12410 Milestone Center Drive Xerox State & Local Solutions, City Germantown Inc Phone (415)486-3337 Email: renee.jordan2@xerox.com State MD Zip 20876 Federal ID # 13-1996647

with Disabilities Act)	Schedule B-2 and C-1 - (Declaration of Compliance with the Arizona Resolution 82727 and Declaration
	and Declaration of Compliance with the Americans

_Completed by: Renee Jordan

Phone if different

City of Oakland Business License Number 28008302

XI I declare under penalty of perjury that my company is NOT headquartered in Arizona. OR

🗵 I declare under penalty of perjury that my company will comply with the City Of Oakland American with Disabilities Act obligations I declare under penalty of perjury that my company is headquartered in Arizona and my proposal/bid should be considered because

Schedule D - (Ownership, Ethnicity and Gender) Please be advised that ethnicity and gender information will be used for reporting and tracking purposes ONLY. Part I - Ownership & Ethnicity of Prime: (Please check one and explain below)

Partnership, General or Limited Joint Venture, Names of Participants Self Employed, Name of Owner Names of Partners_ X Corporation, State of Incorporation New York

<u>Ownership Interests</u> All owners must be listee

in this information

		African	American Indian/	Asian /Pacific Caucasian Filinino Hispanic	Caucasian	Filinino		Other
d	Ethnicity	_	Alaskan Native	Islander			•	
	Number of Owners							
	% Of Total Ownership							
	Women							
	Joint Venture							
	Ownershin							_

attach a copy of the certification letter if available. Part II - Certifications DBE, MBE, SLEB, L/SLBE etc.: Please list certification type, certification number and expiration date. Please

Part III - Ethnicity and Gender of Employees:

Asian / Pacific Islander Caucasian Hispanic Other African American Native American / Native Alaskan Asian / Pacific Islander Caucasian	Caucasian Hispanic Other African American Native American / Native Alaskan Asian / Pacific Islander
Caucasian Hispanic Other African American Native American / Native Alaskan Asian / Pacific Islander Pacific Islander	Caucasian Hispanic Other African American Native American / Native Alaskan Asian / Pacific Islander L Caucasian
African American Native American / Native Alaskan Asian / Pacific Islander	African American Native American / Native Alaskan Asian / Pacific Islander D Native Alaskan
Asian / Pacific Islander	Asian / Pacific Islander D Caucasian
Islander na le	Islander Rale Caucasian
	рр N Caucasian
	Hispanic

Sc

2

Schedule M - (Independent Contractor Questionnaire) - PART A: TO BE COMPLETED BY PROPOSED CONTRACTOR

NOTE: CORPORATIONS MUST PROVIDE THE CORPORATE FEDERAL TAXPAYER NUMBER IN THE SPACE ABOVE AND ATTACH A ARE NOT REQUIRED TO COMPLETE THE REMAINDER OF THIS FORM, BUT A CORPORATE REPRESENTATIVE MUST SIGN. CALIFORNIA SECRETARY OF STATE BUSINESS REGISTRATION RECORD (FROM WEBSITE) SHOWING "ACTIVE" STATUS. CORPORATIONS please attach a separate sheet. The word contract refers to the agreement the City is contemplating entering into with you. Please answer questions "yes" or "no" whenever possible. When a more extensive explanation is required and there is no space on this form,

Have you performed services for the City in any year(s) prior to 200_? If yes, please indicate which years. Have you received any training, guidance, or direction from the City as to how the City expects the job (for which your services are contemplated) to be done. If yes, please describe what you are expecting (or have received) in the way of training or direction.
Yes

		9. Do you have a license from any governmental agency to perform the services under the contract? If yes, please state the type of license and name of the licensing agency.	19.
		d. done public advertising for your business? If yes, please attach the ad copy or briefly describe your advertising efforts. 8. If you have answered parts or all of No. 17 with "Yes," are the services represented in your answers the same type of services you will be performing for the City?	18.
		blicati	
		 an existing business phone number other than your home number? (please indicate # along with area code) 	
		an existing business letterhead? (please attach)	
			17.
		6. Do you have an office or business address other than your own home address, a City of Oakland office or your employer's business address? If yes, please state the address.	5
		5. Within the <u>past two years</u> have you been the <u>employee</u> of any employer (received a W-2)? If yes, state the employer(s), the date(s) of employment, and the nature of the services performed.	15.
		 Iλο you have your own employees to help you perform the services called for by your contract? (Iλο not refer to independent contractors you may use to assist you.) 	14.
		3. In the past two years have you notified any insurance company in conjunction with obtaining a business-related insurance policy that you are self-employed? If yes, please indicate the insurance company and the nature of the business-related policy	13.
		2. Do you <u>currently</u> have clients or customers other than the City for whom you are or will perform services during the duration of the contract? If yes, please identify client or customer by name and briefly describe the nature of services performed	12.
		1. Within the past two years have you performed the same type services (as called for in the contract) for any client or customer other than the City? If yes, please identify the client or customer and briefly describe the services performed.	
			10.
			9.
		If your response to No. 7 is yes, has the City promised to or will you be expecting the City to reimburse you in any way for the cost of the supplies or equipment?	æ
		In order to perform services under the contract, do you intend to provide your own supplies or equipment? If yes, briefly describe the equipment/supplies	.7
		Please provide the date on which you expect to complete your services under the contract (dd/mm/yy).	6.
		Are there any set or fixed hours or days of the week during which the City is expecting you to perform services under the contract? If yes, please indicate the days and hours during which you will be performing services.	ان.
		Do you expect to devote any full days (6 or more hours) or full weeks (30 or more hours) towards performing the services under the contract? If yes, please indicate approximately how many full days and/or full weeks you expect to devote during the life of the contract	4.
		Will your services under the contract be performed on City property? If no, please describe where the services are to be performed.	ب
No	Yes		

	(2) How many of your normanant ampleyees are noted below the I wine Wices noted
	(2) How many of your permanent employees are paid above the Living Wage rate?
	(1) How many permanent employees are employed with your company? (If less than 5, stop here) 4 *
	Employment Questionnaire: Please respond to the following questions: Responses
	Schedule N - (Living Wage – Declaration of Compliance) applicable to professional services contracts over \$25K only
	Date City Attorney/Assistant City Attorney/Deputy City Attorney
Con	Sommer and site and only other accounts make clean below, make determined that his person (software) an independent contractor.
	FOR CITY USE ONLY Resed upon a review of this questionneite and any other factors I have cited below. I have determined that this parce (in) in the part contractor.
HER	PLEASE INDICATE WHETHER YOU OBJECT IF THE CITY DECIDES TO TREAT YOU AS A SHORT-TIME CONTRACT EMPLOYEE RATHER THAN AN INDEPENDENT CONTRACTOR AND THE REASON FOR YOUR OBJECTION.
	indicate the actual dollar amount of investment or, without disclosing any dollar amount, briefly describe any purchases, leases or other types of financial commitments made by you for self-employment purposes.
Yes	

(1) How many permanent employees are employed with your company? (If less than 5, stop here)	Response
(1) 120 m many permanent emproyees are emproyee man your company: (11 tess man 2,	4 *
(2) How many of your permanent employees are paid above the Living Wage rate?	
(3) How many of your permanent employees are paid below the Living Wage rate?	
(4) Number of compensated days off per employee? (Refer to item "a" above)	
(5) Number of trainees in your company?	
(6) Number of employees under 21 years of age, employed by a nonprofit corporation for after employment for a period not longer than 90 days.	r after school or summer
Schedule N-1 – (Equal Benefits – Declaration of Nondiscrimination)	*Employees working solely for the
Ornicalis (Education - Estat anom of Foundation minimation)	Oakland project

Are you an EBO certified firm (Please circle one)
 Approximate Number of Employees in the U.S. 3, trust fund? (Please circle one)

Yes No

(Yes) No (if yes, please attached certificate and skip Schedule N-1)
700 (3) Are any of your employees covered by a collective bargaining agreement or union (4) Union name(s)

Section A. Contractor Information

Section B. Compliance

- (1) Does your company provide or offer access to any benefits to employees with spouses or to spouses of employees? (Please circle one) (Yes
- (2) Does your company provide or offer access to any benefits to employees with domestic partners? (Please circle one)

Section C. Benefits PLEASE CHECK EACH BENEFIT THAT APPLIES

Benefits	Offered to	Offered to	Offered to Employees	Not Offered	Documentation
	Employees only	Employees only Employees and their	and their Domestic	at all	attached
		spouses	Partners		
Health		×	×		
Dental		×	x		
Vision		×	×		
Retirement (Pension, 401K, etc)	×				
Bereavement	×				
Family Leave	×				
Parental Leave				×	
Employee Assistance Program		×	×		
Relocation & Travel				×	
Company Discount, Facilities & Events	×				
Credit Union				×	
Child Care				×	
Other					

CFAR is a City Financial Recipient. (2) Domestic Partner is defined a s a same sex couples or opposite sex couples registered as such with a state or local government domestic partnership registry

Schedule P - (Nuclear Free Zone - Ordinance 11474 C.M.S.)

I declare that my company is NOT in compliance with Ordinance 11478 C.M.S., but my proposal/bid should be considered because

Schedule U - (Compliance Commitment Agreement)

I have read the City of Oakland's Local/Small Local Business Enterprise Program (L/SLBE) and declare that I will achieve the 50% L/SLBE participation requirement as described in the L/SLBE program including 50% of the total trucking dollars to

certified Oakland Local Truckers. If I fail to satisfy the proposed 50% L/SLBE participation requirement, I may be assessed a penalty equal to 1 and ½ times the shortfall. The 25% Small Local Business Enterprise (SLBE) subcontracting requirement is waived for Oakland certified local businesses competing for professional services contracts as the prime consultant

and Affidavit form" located on the City's website (see the link below) released until and unless all certified payrolls are current. I agree to submit with the final payment request a completed "Exit Report ALL certified payroll reports including all tiers of subcontractors for this project. I acknowledge that invoice payments will not be As prime contractor for this project, I agree to use the City of Oakland's Labor Compliance Program tracker (LCP Tracker) to input

Schedule V - (Affidavit of Non-Disciplinary or Investigatory Action)

against the Firm. If such action has been taken, attached hereto is a detailed explanation of the reason for such action, the party instituting such action and the status or outcome of such action. I certify that the following entities: Equal Employment Opportunity Commission (EEOC), Department of Fair Employment & Housing (DFEH) or the Office of Federal Contract Compliance Programs (OFCCP) has not taken disciplinary or investigatory action

AFFIRMATIVE ACTION

provisions of 41CFR60-250.4 where applicable. against any employee or applicant for employment because they are disabled veteran of the Viet Nam era and shall insure compliance with all compliance with all provisions of Executive Order No. 11246 (as amended by Executive Order No. 11375). I certify that I/we shall not discriminate national origin, age, disability, Acquired Immune Deficiency Syndrome (AIDS) AIDS related complex, or any other arbitrary basis and shall insure I certify that I/we shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, sexual orientation,

hereby obligates the proposer(s) to the stated conditions referenced in this document. I declare under penalty of perjury that the foregoing is true and correct. Name of Individual: Kirk Strassman	this docu _Title: _Date:	ument. I declare under penalty of perjury that Vice President $3/26/15$
By signing and submitting this combined schedules form the prospective primary participant's authorized representative	'e prima	uy participant's authorized representative
By signing and submitting this combined schedules form the prospective	⁄e prima hic docı	ury participant's authorized representative
the foregoing is true and correct.	IIIS GOC	illent. I declare under behany of berjury mar
	Title:	i .
		7/1/12/2

form and copies of standalone contract Schedules R, E, O, Q, Exit Affidavit and Schedule G please go to this web address Legislation" address http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/policies/index.htm For an electronic copy of this combined PLEASE NOTE: Detailed descriptions of all policies represented in this combined form may be found at Contract and Compliance web site "Policies and http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm

To be completed by prime consultants only.

SCHEDULE E

Printing & Mailing Service Customer Service and Pr used without prior written approval by the City of Oakland. Provide all information listed and check The consultant herewith must list all subconsultants regardless of tier and their respective the appropriate boxes. Firms must be certified with he City of Oakland in order to receive percentages of the project work. No other subconsultants, other than those listed below shall be _ocal/Small Local Business Enterprise credits. Special Collections Type of Work Company Name PRWT Services, Inc. Gila LLC dba MSB FSSI 8325 Tuscany Way, Austin, TX 78754 255 California Street, Suite 550, San F 3300 S. Fairview Street, Santa Ana, C. Address and City PROJECT CONSULTANT TEAM LISTING Company Name: Xerox State & Local Solutions, Inc. Signed 714-436-3888 415-486-3344 800-568-7004 Number Phone % of Project Work 27 17 თ Amount 50,000 236,000 150,000 Dollar × $\overline{\times}$ Subcontractor Local (LBE) Small Local (SLBE A M Ethnicity * Gender

Attach additional page(s) if necessary.

Contractors are required to identify the ethnicity and gender of all listed firms majority owner. This information will be used for tracking purposes only.

* (AA=African American) (Al=Asian Indian) (AP=Asian Pacific) (C=Caucasian) (H=Hispanic) (NA=Native American) (O=Other) (NL=Not Listed)



CONTRACTOR ACKNOWLEDGEMENT OF CITY OF OAKLAND CAMPAIGN CONTRIBUTION LIMITS FOR CONSTRUCTION, PROFESSIONAL SERVICE & PROCUREMENT CONTRACTS

To be completed by City Representative prior to	o distribution to Contractor	
City Representative	Phone	Project Spec No
DepartmentCont	tract/Proposal Name	
This is an Original X Revised for Contractor name and any changed dat		inal, complete all that applies. If Revised, complete
Contractor Name Xerox State & Lo	ocal Solutions, I	nc. Phone (301) 820-4202
Street Address 12410 Milestone 0	Center Drive	City Germantown, State MD Zip 20876
Type of Submission (check one) Bid	Proposal Qualification	✓ Amendment
Majority Owner (if any). A majority owner is a	person or entity who owns n	nore than 50% of the contracting firm or entity.
Individual or Business Name		Phone
Street Address		City, State Zip
The undersigned Contractor's Representativ	e acknowledges by his or	her signature the following:
	with the City of Oaklan	gn contributions and prohibits contributions from d and the Oakland Redevelopment Agency during il and criminal penalties.
	form Act and certify that	, including section 3.12.140, the contractor provisions of t I/we have not knowingly, nor will I /we make
I understand that the contrib indicated in the Oakland Mu		apply to entities/persons affiliated with the contractor as 3.12.080.
If there are any changes to the interpretation of the interpretati	formation on this form during	the contribution-restricted time period, I will file an amended
Signature		3,26,15 Date:
Kirk Strassman		Vice President
Print Name of Signer		Position
To be Completed by City of Oakland after comp	eletion of the form	
Date Received by City:/	Ву	
Date Entered on Contractor Database: /	/ Bv	



Secretary of State Main Website

Business Programs

Notary & Authentications Elections Campaign & Lobbying

State Archives Registries

Business Entities (BE)

Online Services

- E-File Statements of Corporations nformation for
- **Business Search**
- Processing Times Disclosure Search

Main Page

Service Options Name Availability

Forms, Samples & Fees

Statements of Information (annual/biennial reports)

Filing Tips

Information Requests (certificates, copies & status reports)

Service of Process

Contact Information

- Business Resources
 Tax Information
- Starting A Business

Customer Alerts

- Business Identity Theft Misleading Business
- Solicitations

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, March 17, 2015. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity,

Entity Name:	XEROX STATE & LOCAL SOLUTIONS, INC.
Entity Number:	C1010493
Date Filed:	12/01/1980
Status:	ACTIVE
Jurisdiction:	NEW YORK
Entity Address:	2828 N HASKELL AVENUE, BLDG 1 FL 10
Entity City, State, Zip:	DALLAS TX 75204
Agent for Service of Process:	Agent for Service of Process: CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE
Agent Address:	2710 GATEWAY OAKS DR STE 150N
Agent City, State, Zip:	SACRAMENTO CA 95833

Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions

Modify Search New Search Printer Friendly Back to Search Results

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

BUSINESS TAX CERTIFICATE CITY OF OAKLAND

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ardinance.

ACCOUNT NUMBER

28008302

law or regulation of the State of California, or any other governmental agency. The Business Txx Certificate expires on December 31st of each year. Per Section 85.04 (90A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

XEROX STATE AND LOCAL SOLUTIONS

BUSINESS LOCATION 255 CALIFORNIA ST STE 550

SAN FRANCISCO, CA 94111-4911

BUSINESS TYPE

MAILING ADDRESS

SAN FRANCISCO, CA. 94111-4911 255 CALIFORNIA ST STE 550 NAME

-Professional/Semi-Professional

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XEROX STATE AND LOCAL SOLUTIONS







THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

A BUSINESS TAX
CERTIFICATE IS REQUIRED
FOR EACH BUSINESS
LOCATION AND IS NOT
VALID FOR ANY OTHER ADDRESS.

EXPIRATION DATE 12/31/2015

YOU MAY BE REQUIRED
TO ORTAIN A VALID
ZONING CLEARANCE TO
OPERATE YOUR BUSINESS **EXCLUDED FROM ZONING** LEGALLY. RENTAL OF REAL PROPERTY IS

CONSPICUOUSLY POSTED PUBLIC INFORMATION ABOVE THIS LINE TO BE