

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

CONTRACT AWARD COVERPAGE

TO: SOUTHDATA, INC.	DATE ISSUED:	12/14/2020
100 CHALLENGER ROAD	CONTRACT NO:	21-TRS-R-400
SUITE 303	CONTRACT TITLE:	PRINTING & MAILING SERVICE
RIDGEFIELD PARK, NEW JERSEY 07680		

**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.**

The contract documents consist of the terms and conditions of AGREEMENT No. 21-TRS-R-400 including any attachments or amendments thereto.

**EFFECTIVE DATE:** IMMEDIATELY

**EXPIRES:** 8/3/2021

**RENEWALS:** ONE RENEWAL REMAINING

**COMMODITY CODE(S):** 70057

**LIVING WAGE:** N

**EMPLOYEES NOT TO BENEFIT:**

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

<u>VENDOR CONTACT:</u> LORA SOUTHARD	<u>VENDOR TEL. NO.:</u>	<u>(336) 783-5944</u>
<u>EMAIL ADDRESS:</u> LORA.SOUTHARD@OSGCONNECT.COM		
<u>COUNTY CONTACT:</u> LINDA BRAZ (TRS)	<u>COUNTY TEL. NO.:</u>	<u>(703) 228-6848</u>
<u>COUNTY CONTACT EMAIL:</u> LBRAZ@ARLINGTONVA.US		

**PURCHASING DIVISION AUTHORIZATION**

*Lucas Alexander*

Procurement Officer

12/14/2020

Title

Date

5D2342428F9D4B4...

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

**RIDER AGREEMENT NO. 21-TRS-R-400**

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between SouthData, Inc. ("Contractor"), a North Carolina corporation with a place of business at 100 Challenger Road, Suite 303, Ridgefield Park, New Jersey 07680 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A, the City of Portsmouth Contract No. P200-17-MA, & Exhibit B - Pricing with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by the City of Portsmouth and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with the City of Portsmouth, and substituting the phrases "County Board of Arlington County" or "Arlington County", as appropriate, for the phrase the City of Portsmouth wherever those phrases appear in the Contract Documents. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

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 the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County, and shall be completed no later than August 3, 2021 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the City of Portsmouth renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms one (1) one-year renewal period from August 4, 2021 to August 3, 2022 ("Subsequent Contract Term"). However, if the City of Portsmouth does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the date of the contract expiration date.

**3. CONTRACT PRICING**

Unless otherwise provided in the Contract Documents, the Contractor shall provide the goods and services at the prices listed in Exhibit B.

#### **4. PAYMENT**

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

#### **5. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish printing and mailing services.

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 Work set forth in the Contract Documents sufficient 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 the Work.

#### **6. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

#### **7. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

#### **8. NON-APPROPRIATION**

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia 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 shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

#### **9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

#### **10. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**Contact Information for the Contractor:**

Lora Southard, Senior Vice President Sales  
SouthData, Inc.  
100 Challenger Road, Suite 303  
Ridgefield Park, New Jersey 07680

**Contact Information for the Department (Treasurer's Office)**

Linda Braz, Project Officer  
Arlington County Treasurer's Office  
2100 Clarendon Boulevard, Suite 200  
Arlington, Virginia 22201

**AND**

Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201

**TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

#### **11. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060.

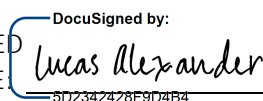
## 12. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

SOUTHDATA, INC.

AUTHORIZED  
SIGNATURE:   
5D2342428F9D4B4...  
NAME: Lucas Alexander  
TITLE: Procurement officer  
DATE: 12/14/2020


AUTHORIZED  
SIGNATURE:   
0182A5297E0A449...  
NAME: Lora Southard  
TITLE: Sr. VP of Sales  
DATE: 12/7/2020

EXHIBIT A

SECOND AMENDMENT

TO THE

AGREEMENT FOR PRINTING AND MAILING SERVICES

FOR THE CITY OF PORTSMOUTH

THIS SECOND AMENDMENT is made to the original Agreement for Printing and Mailing Services that commenced on August 4, 2017 by and between Southdata, Inc. (Contractor) and the City of Portsmouth (City), the parties hereto.

WHEREAS, the City continues to have the need for the provision of these services;

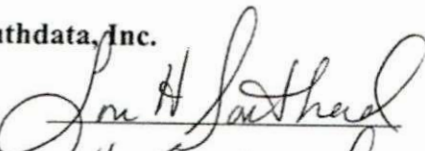
WHEREAS the Contractor agrees to continue to provide services under the terms of the original Agreement; and

THEREFORE, the parties agree as follows:

1. That the term completion of this project is extended for one (1) additional year, and that this Agreement and all amendments shall expire on August 3, 2021; and
2. That all other provisions of the original Agreement shall remain in full force and effect.

Southdata, Inc.

By:

  
LORA H Southard  
(Typed or Printed)


Sr VP Sales  
Title

9-2-20  
Date

336-783-5944  
Telephone No.

City of Portsmouth

By:

  
Laveris A. Pace  
(Typed or Printed)

Interim City Manager  
Title

09/22/2020 393-8641  
Date Telephone No.

**FIRST AMENDMENT  
TO THE  
AGREEMENT FOR PRINTING AND MAILING SERVICES  
FOR THE CITY OF PORTSMOUTH**

THIS FIRST AMENDMENT is made to the original Agreement for Printing and Mailing Services that commenced on August 4, 2017 by and between Southdata, Inc. (Contractor) and the City of Portsmouth (City), the parties thereto.

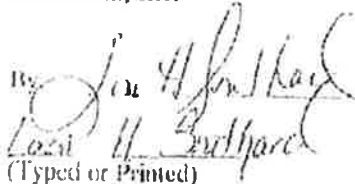
WHEREAS the City continues to have the need for the provision of these services;

WHEREAS, the Consultant agrees to continue to provide services under the terms of the original Agreement; and

THEREFORE, the parties agree as follows:

- 1 That the term for completion of this project is extended for one (1) additional year, and this Agreement and all amendments shall expire on August 3, 2020; and
- 2 That the scope of services have been amended by adding the Scope of Work (Attachment A), attached hereto and made fully a part of this Agreement; and
- 3 That the pricing schedule for the revised services (Attachment B) is provided, and attached hereto and made fully a part of the Agreement; and
- 4 That all other provisions of the original Agreement shall remain in full force and effect.

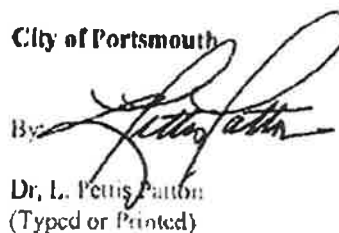
**Southdata, Inc.**

By:   
(Typed or Printed)

VP Sales  
Title

7-5-19  
Date

**City of Portsmouth**

By:   
Dr. L. Pettis Patton  
(Typed or Printed)

City Manager  
Title

7/12/19  
Date

**AGREEMENT FOR PRINTING AND MAILING SERVICES  
FOR THE CITY OF PORTSMOUTH**

This Agreement is entered into this 4<sup>th</sup> day of August, 2017 by and between SouthData, Inc. located at 201 Technology Lane, Mount Airy, NC 27030, hereinafter referred to as the "Contractor", and the City of Portsmouth, hereinafter referred to as "the City," the parties hereto.

**WITNESSETH:**

That the Contractor and the City, in consideration of the mutual covenants, promises, and documents and agreements herein contained or referred to, agree as follows:

**AGREEMENT DOCUMENTS:** The Agreement documents shall consist of:

1. The original Request for Proposals P200-17-MA dated November 28, 2016, and all amendments thereto; and
2. This signed Agreement; and
3. The Contractor's proposal submission dated January 19, 2017, and all negotiated amendments thereto, which are incorporated as part of this Agreement; and

**SCOPE OF AGREEMENT:** The Contractor shall provide services to the City as set forth in the Agreement Documents and as specified below:

1. The Contractor shall perform the printing and mailing, including allowing citizen electronic access, of specified City documents, including all supervision, labor, materials, equipment, proofs, and quality control procedures, in accordance with the requirements of the Request for Proposals, including any and all Addenda, and in strict compliance with the Agreement Documents, the terms of which are incorporated herein.
2. Furnishing of Printing and Mailing Services: The Contractor agrees to provide and the City hereby agrees to purchase the following services:
  - a. The development of an acceptable format for the printing of City documents, including but not limited to, the following:
    - 1) Personal Property Tax Bills
    - 2) Real Estate Bills
    - 3) Public Utility Billings
    - 4) Real Estate Assessments
    - 5) Trustee Tax Statements
    - 6) Business License Applications
    - 7) Animal License Applications



- 8) Personal Property Returns
- 9) Tangible Property Returns
- b. The printing and mailing of the documents during the timeframe specified with the submitted print job.
- c. During the term of this Agreement, the City may request online bill presentment and payment options to the citizens of the City of Portsmouth.
- d. The Contractor shall provide an Internet-based project visibility, control and tracking system that provide real-time, interactive information on document production projects indicating the production status of a production job and providing process reports on demand to the City.
- e. The Contractor must provide access to archive submitted jobs via the Internet with the ability to email and/or print an exact replica of the submitted document(s). The Contractor will maintain the necessary computer equipment to transfer data, and shall make all necessary software changes for computer processing and printing at no additional cost.

**Printing.** All billing notices and envelopes shall be printed on an inline, roll-fed ink jet printer using OCR” fonts for a remittance processor, postal fonts with bar codes for addresses, and “UPC” fonts for bar codes to work with scanners. The Contractor shall possess the ability to print variable messages on the billing notices when such messages are provided and to change messages on each billing notice when requested. Documents shall be printed on 241b, 8.5 x 11” size paper. “Drop-Out” background colors may be required in some fields. The City reserves the right to specify either black and white or color printing of the documents. If the color option is selected, the Contractor acknowledges that each individual form will have color background in the same location, although any changes in the law (code) may give rise to changes that may necessitate a redesign of the form. All mailings will require tear-off perforated stubs, standard bottom. Most bills/notices/letters will require printing on the reverse side of the form. Printed information on the reverse side of forms may change with each mailing however preprinted information will primarily be the same for each mailing. The Contractor shall provide proofs to the City as requested. No overruns/underruns will be accepted.

- g. **Handling.** The Contractor shall print and distribute all documents specified by this Agreement. The Contractor shall fold and insert

documents into standard #10 envelopes. Note: Some mailings may require one or more additional inserts, ie #9 return envelopes, regulation and code changes, etc. The Contractor shall be responsible for sealing the envelopes, ensuring the address is visible through the window. The Contractor shall meter the envelopes with the appropriate postage, sort, bundle, tray, and deliver to the USPS no later than two (2) business days after the documents are approved for processing by the City.

- h. **Quality.** Every notice will be printed and mailed with the highest level of quality. The Contractor shall implement safeguards and checks to avoid double notices, incorrect addresses, improper dates and other erroneous data. Any submitted job not presentable, as determined by the City, or having incorrect information, not supplied by the City, will be reprinted and mailed at Contractor's expense. Date for this mailing to be determined by the City.
- i. **Security.** The Contractor shall ensure that there are adequate security procedures for the transmission and safety of confidential information. No data will be transmitted without consent of the City. The Contractor shall not use, disperse or sell information provided by the City for printing and mailing of submitted jobs. The Contractor must agree to and comply with a confidentiality agreement.
- j. **Postage.** The Contractor shall be responsible for all postage, including but not limited to, the following:
  - 1) Providing the City with a postage escrow account. This will be utilized by the City to make advance deposits for the payment of postage should a job's postage costs be estimated to exceed \$30,000.
  - 2) Maintaining the necessary postal equipment to affix postage to each mailed envelope.
  - 3) Maintaining the necessary software essential to receive the largest postage discounts and shall maintain up-to-date knowledge to all United States mail regulations regarding First Class postage.
  - 4) Utilizing all methods to ensure that the mail qualifies for the lowest postage rate consistent with the United States Postal Service standards.
  - 5) Maintaining the necessary documentation and equipment to

track the submitted job from the time transmission from the City to delivery to the United States Postal Service.

- 6) Providing a monthly manifest showing details of total number of notices printed and mailed with the total monies charged for postage and services.
  - 7) Notifying the City, within a reasonable time frame, when mail exceeds postal weight requirements with estimated postal charges to be incurred when mailing.
- k. The Contractor shall provide complete printing and mailing information to the City after each mailing, including but not limited to the following:
- 1) Quantity of documents printed, folded and inserted.
  - 2) Quantity of envelopes metered/stamped, and amount of postage used for this mailing.
  - 3) Quantity of envelopes delivered to the Post Office, including number of mailing trays.

This information shall be submitted within one (1) business day after the conclusion of each mailing.

- l. **Supplies.** The Contractor shall maintain all printing stock and envelopes for the performance of this contract. The City may provide pre-printed inserts for designated submitted jobs.
  - m. The City reserves the right to view completed sample of each type of mailing prior to the printing of such mailings.
3. **Term of Agreement:** The term of this Agreement shall be in effect for an initial term of two (2) years, with an option for the City to renew the Agreement on an annual basis for up to three (3) additional one year periods, subject to the termination provisions within this Agreement.
  4. **Customer Data.** The Contractor disclaims ownership of any and all Customer Data, loaded to, created and/or entered into the City's database or supplied to the Contractor by Customer.
  5. **Confidential Information.** By virtue of this Agreement, the Parties may be exposed to or be provided with certain confidential and proprietary information of the other Party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party ("Confidential Information"). The Contractor agrees to implement administrative, physical and technical safeguards that

reasonably and appropriately protect the confidentiality, integrity and availability of the confidential information that it creates, receives, maintains or transmits on behalf of the City.

Except as expressly permitted by law, each Party will protect the other's Confidential Information from unauthorized dissemination and use the same degree of care that each such Party uses to protect its own non-public and confidential information, but in no event less than a reasonable amount of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement.

6. **Cooperation.** The City shall provide the Contractor with good faith cooperation and access to such information as may be reasonably required by the Contractor in order to provide the Services, including, but not limited to, providing Customer Data, security access, information, and software interfaces to the City's applications, and the City's personnel, as may be reasonably requested by the Contractor from time to time.

**Warranties:** The Contractor warrants that the Printing Services provided under this Agreement will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such services. **The City's exclusive remedy, and the Contractor's entire liability, shall be the re-performance of the Service or an equitable adjustment in the fees paid for the affected Printing Services. The preceding warranty cure shall constitute the Contractor's entire liability and the City's exclusive remedy for cure of the warranty set forth herein.** If a problem arises that cannot be corrected, the Contractor agrees to enter into a negotiation process with the City to arrive at a reasonable solution, which may include a reduction in the payment due or other remedy.

8. **Payment.**

- a. **Payment Arrangements.** The Contractor shall submit invoices to the City for the services provided in accordance with the approved schedule of work. A standard billing format shall be followed including, but not limited to, the Contractor's Federal Tax Identification Number of 56-1475336, and the Purchase Order Number assigned. The City shall cause said billing to be paid within thirty (30) days after receipt of services, provided that the Contractor is not in default of any of the Agreement terms or conditions. The Contractor shall submit all invoices to the City at the address shown in the first paragraph of this Agreement. Invoices shall be considered past due 30 days after the date shown thereon.

- b. Disputed Invoices. The City is not required to pay the disputed portion of any invoice, pending resolution of that dispute, if written notice of the dispute has been provided to the Contractor within 30 days of receipt of the invoice.
- c. Taxes. Unless otherwise noted, the prices in this Agreement do not include taxes. The City is a tax exempt entity, and a copy of that tax exemption certificate will be provided to the Contractor prior to the execution of this Agreement.

Fees and Payment Terms. Payment is due upon receipt of invoices for all services performed hereunder and accepted by the City.

- 9. Hold Harmless and Indemnification Provision: The Contractor agrees to indemnify and hold harmless the City of Portsmouth and to protect and defend it against all claims and suits arising from acts of omission or commission of the Contractor's employees, agents or subcontractors, whether for alleged tort or breach of contract, made by any party, including but not limited to its employees, subcontractors, material men, workmen, neighboring property owners, invitees, guests, and agents or employees of the City of Portsmouth, in the performance of the Contractor's work. The Contractor shall indemnify the City from and against any and all claims, losses or expenses, including but not limited to attorney's fees, which either or both of them may suffer, pay or incur as a result of claims or suits due to, arising out of or in connection with this agreement. The Contractor shall, upon written demand by the City, insure and defend at Contractor's sole expense any and all suits or claims, only if such suits or claims are the responsibility of the Contractor or Contractors work.
- 10. Termination. Either Party may terminate this Agreement upon written notice to the other party if the other Party commits a non-remediable material breach of this Agreement or if the other Party fails to cure any remediable material breach or provide a written plan of cure acceptable to the non-breaching Party within 30 days of being notified in writing of such breach. Following termination of this Agreement (for whatever reason), and if applicable, each Party will deliver to the other any property of the other Party in its possession or control in good condition, reasonable wear and tear excepted and return any funds that have not been expended. Neither Party will be liable for any damages arising out of the termination of this Agreement, provided that such termination will not affect any right to recover damages sustained by reason of material breach or any payments owing under the Agreement.
- 11. Termination By The City For Convenience: The City may terminate this

Agreement at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work. Upon such termination, the Contractor shall take such steps as the City may require to assign to the City the Contractor's interest in all subcontracts and purchase orders, if any, designated by the City. After all such steps have been taken to the City's satisfaction, the Contractor shall receive as full compensation for termination and assignment all amounts due for work performed subsequent to the latest Request for Payment through the date of termination.

12. Dispute Resolution. The parties will use reasonable efforts to resolve any dispute arising out of the Agreement through a meeting of appropriate managers from each party. If the parties are unable to resolve the dispute, either party may escalate it to its executives. If an executive level meeting fails to resolve the dispute within 30 days after escalation, either party may seek any available legal relief. This provision will not affect either party's right to seek injunctive or other provisional relief at any time.
13. General.
  - a. Force Majeure. The Parties will exercise every reasonable effort to meet their respective obligations hereunder but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control.
  - b. Applicable Law and Courts: This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the City of Portsmouth, Virginia. The Contractor agrees to waive personal service and to accept service of process by mail to an officer of the corporation and that such service shall be lawfully effective. The Contractor shall comply with applicable federal, state and local laws and regulations.
  - c. Assignment of Agreement: This Agreement shall not be assignable by the Contractor in whole or in part without the written consent of the City, which consent shall not be unreasonably withheld.
  - d. Notice. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the appropriate party at the following address or such other address as may be given in writing

to the parties:

**City of Portsmouth:**

Daniel Jones  
Chief Information Officer  
Department of Information Technology  
City of Portsmouth  
801 Crawford Street  
Portsmouth, VA 23704

**SouthData, Inc.:**

Lora Southard  
VP Sales  
201 Technology Lane  
Mount Airy, NC 27030

- e. Independent Contractor Relationship. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- f. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- g. Survival. Rights and obligations under the Agreement which by their nature should survive will remain in effect after termination or expiration of the Agreement.
- h. No Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- i. Entire Agreement: This Agreement constitutes the parties' entire agreement relating to its subject matter. This Agreement may only be modified by a written mutual amendment or addendum signed by the parties.
- j. Section Headings. Headings and titles used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.
- k. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be

constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.

Insurance Requirements: The establishment of minimum limits of insurance by the City does not in any way reduce or limit the liability responsibilities of the Contractor.

The Contractor shall maintain in full force and effect during the life of this contract such insurance as will protect it from claims for damages or personal injury including death and cyber liability, which may arise from its operations under this contract. Comprehensive General Liability Insurance, property damage and bodily injury, shall be maintained by the Contractor to protect the owner, its employees and agents, and must provide proof of Comprehensive General Liability Insurance as stated below.

The Comprehensive General Liability Insurance must carry a contractual liability endorsement covering the hold harmless agreements contained in the City's standard contract, and the certificate filed with the City must show that the contractual liability coverage has been obtained. **The City of Portsmouth shall be an additional insured in all such policies.** Insurance coverage for personal injury and property damage, including insurance on vehicles and equipment, shall be in the same company.

The Contractor shall carry the required amounts of insurance specified below throughout the contract period and submit a Certificate of Insurance certifying coverage and naming the City of Portsmouth as an additional insured.

Additional Insured:

The Contractor shall name the City of Portsmouth as "Additional Insured" as stipulated below:

"The City of Portsmouth, including its elected and appointed officials, employees, and agents, shall be named as an additional insured and the required insurance coverage shall be primary coverage and provide contractual liability coverage. The insurer shall provide notice of cancellation or non-renewal of insurance to the City of Portsmouth in writing upon being notified of said cancellation or non-renewal by the insured."



The Additional Insured Endorsement must be on Acord Form CG 26 and must be attached to the Certificate of Insurance and must properly reference the above language

Such certificates shall provide that the Insurance will not be canceled or reduced without prior notice to the City of Portsmouth and shall name the City of Portsmouth as an additional insured.

The Contractor shall provide evidence of the following insurances:

1. Commercial General Liability - \$1,000,000/\$2,000,000 Combined Single Limit Bodily Injury and Property Damage Aggregate.
  2. Workers Compensation – Statutory requirements and benefits.
  3. Automobile Liability - \$1,000,000 - Combined Single Limit.
  4. Cyber Liability - \$5,000,000 Combined Single Limit.
14. Non-Appropriation Clause: Agreements are made subject to the appropriation of funds by the City Council of the City of Portsmouth, Virginia, and are null and void in the event of nonappropriation by the City Council. Nonappropriation shall not be deemed a cancellation and shall terminate this Agreement without recourse and with no liability on the part of the City. In the event of termination of this Agreement due to non-appropriation of funds, the City agrees make reasonable efforts to notify the Contractor as soon as possible of the non-appropriation event and to pay the Contractor for work performed up to the date of termination.
15. Nondiscrimination Provision. During the performance under this Agreement, the Contractor agrees:
- a. That the Contractor will not discriminate against any employee or applicant for employment because of race, religion, including faith-based organizations, color, sex, national origin, age, disability or any other basis prohibited by law relating 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 the 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 also agrees that it will not discriminate in the provision of services on any basis prohibited by law.
16. Required Compliance with federal Immigration Reform and Control Act: In accordance with Code of Virginia § 2.2-4311.1, the Contractor warrants that it does not and shall not during the performance of this Agreement knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
17. Required Compliance with State law; Foreign and Domestic Businesses authorized to transact business in the Commonwealth: In accordance with the Code of Virginia § 2.2-4311.2., the Contractor warrants that it is authorized to transact business in the Commonwealth as a domestic or foreign business entity as required by law and it provides the City with its Virginia State Corporation Commission registration number, which is F184107-3.

The **Virginia** registered agent for SouthData, Inc. is:

Phillip Sasser, Jr  
Name

1008 Prince Edward St  
Address

Fredericksburg, VA 22401  
City, State and Zip Code

The Contractor agrees to notify the City at any time that the registered agent is changed and provide the name and address of the new registered agent.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed as of the date first above written.

**SouthData, Inc.:**

By:   
Lora H. Southard  
(Typed or Printed)

VP Sales  
Title

8-4-17      336-783-5944  
Date      Telephone No.

**City of Portsmouth:**

By:   
Dr. L. Pettis Patton  
(Typed or Printed)

City Manager      Title

9/15/17      \_\_\_\_\_  
Date      Telephone No.

## EXHIBIT B - PRICING

## Pricing Schedule

City of Portsmouth

Attachment	Product	Annual Volume	Color Process	Backer	Outer	Remit	Perf	Price	Black and White (assuming 1/0 is black)
								Full Color	
A	Personal Property Tax / License Fee	88,000 - 116,000	2/2	Attach I	Custom	Custom	Yes	\$0.088	\$0.083
B	Personal Property Tax / License Fee Final Notice	40,000 - 50,000	2/2	Attach I	Custom	Custom	Yes	\$0.088	\$0.083
C	Real Estate Tax /Stormwater Mgmt Fee	60,000 - 70,000	2/2	Attach I	Custom	Custom	Yes	\$0.088	\$0.083
D	Real Estate Tax /Stormwater Mgmt Fee Final Notice	12,000 - 20,000	2/2	Attach I	Custom	Custom	Yes	\$0.088	\$0.083
E	Parking Authority Bill	3,000 - 4,000	2/2	Attach I	Custom	Custom	Yes	\$0.108	\$0.103
F	Trustee Tax Statement	48,000 -60,000	2/2	Attach I	Custom	Custom	Yes	\$0.088	\$0.083
G	False Alarm Invoice	4,000 -4,500	2/2	Attach I	Custom	Custom	Yes	\$0.108	\$0.103
H	Dog License Application	4,000 - 5,000	2/2	Attach I	Custom	Custom	Yes	\$0.108	\$0.103
I	backer to A-H								
J	Notice of Lien Individual	40,000 - 50,000	1/0		Custom	None	No	\$0.062	\$0.062
K	Notice of Lien Employer	40,000 - 50,000	1/0		Custom	None	No	\$0.062	\$0.062
L	Final Notice / Request for Payment Parking Violations	6,000 - 7,000	1/0		Custom	Custom	Yes	\$0.088	\$0.083
M	Final Notice / Request for EMS Charges	4,000 - 5,000	1/0		Custom	Custom	Yes	\$0.068	\$0.068
N	Public Utility Billing Statements	190,000 - 200,000	2/2	Attach P	Custom	Custom	Yes	\$0.078	\$0.073
O	Final Notice Pubic Utility Billing Statement	60,000 - 70,000	2/2	Attach P				\$0.078	\$0.073
P	backer to N-O								
Q	Notice of Change in Assessed Value	35,000 - 40,000	1/0		Custom	None	No	\$0.062	\$0.062
S	Business License Tangible Tax Returns	4,500 - 5,000	2/2	Attach S	Custom	Custom	No	\$0.108	\$0.103
T	Business License Application Renewal and Tangible Tax	8,000 -9,000	2/2	Attach S	Custom	Custom	No	\$0.100	\$0.095
U	backer to S								
V	Active Duty Military L.E.S.	1,000 -2,000	1/0		Custom	Custom	Yes	\$0.088	\$0.088

NCOA Annual Fee	\$400.00	per year, covers all records
Graphic changes (after initial setup)	\$65.00	per hour
Custom Programming (after initial setup)	\$125.00	per hour
Householding (multiple bills in one envelope)	\$0.01	
eStatements	\$500.00	Initial setup
eStatement email to customer / taxpayer	-----	Same as printed statement, e.g. <i>Utility Statement</i> : \$0.078
Secure Archive	\$1,500	per year
Searchable DVD with print images	\$50.00	per DVD

**Prices stated above do not include postage or taxes. Postage is invoiced at cost.**

The SouthData/OSG Prices set forth in this pricing schedule shall remain unchanged for a period of twelve (12) months from the date of this Contract (the "Initial Pricing Period"). Following the termination of the Initial Pricing Period and at the end of every subsequent twelve month pricing period (collectively the "Pricing Periods"), notwithstanding anything to the contrary contained in this Agreement, OSG/SOUTHDATA in its sole discretion shall have the right, to increase OSG/SOUTHDATA Prices contained herein for the "Affected items" during the Pricing Period by the greater of 5.0% or the change in the Consumer Price Index - All Urban Consumers, U.S. city average, base period 1982-84 ("CPI") as reported for the most recently completed Pricing Period.

## City of Portsmouth

Attachment	Product	Annual Volume	Color Process	Backer	Outer	Remit	Perf	Price	Black and White (assuming 1/0 is black)
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N	Public Utility Billing Statements	190,000 - 200,000	2/2	Attach P	Custom	Custom	Yes	\$0.078	\$0.073
O	Final Notice Public Utility Billing Statement	60,000 - 70,000	2/2	Attach P				\$0.078	\$0.073
P	backer to N-O								
Q	Notice of Change in Assessed Value	35,000 - 40,000	1/0		Custom	None	No	\$0.062	\$0.062
S	Business License Tangible Tax Returns	4,500 - 5,000	2/2	Attach S	Custom	Custom	No	\$0.108	\$0.103
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