

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

CONTRACT AMENDMENT

TO: IMAGESOFT, INC. 25900 WEST 11 MILE ROAD, SUITE 100 SOUTHFIELD, MI 48034	ORIGINAL DATE ISSUED: SEPTEMBER 12, 2019
	CONTRACT NO: 20-019-EP
	CONTRACT TITLE: SOFTWARE SUPPORT AND MAINTENANCE AGREEMENT
	AMENDMENT NO: 3

THIS IS A NOTICE OF AMENDMENT 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. 20-019-EP including any attachments or amendments thereto.

EFFECTIVE DATE: SEPTEMBER 1, 2021

EXPIRES: AUGUST 31, 2022

RENEWALS: THIS IS THE 2ND YEAR RENEWAL OF A POSSIBLE 5 YEAR CONTRACT.

COMMODITY CODE(S): 92045

ATTACHMENTS:

Amendment No. 2

Revised Exhibit B – Contract Pricing

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: SCOTT BADE	VENDOR TEL. NO.: (248) 948-8100, EXT. 200
EMAIL ADDRESS: SBADE@IMAGESOFTINC.COM	

COUNTY CONTACT: CHRISTINA DIETRICH	COUNTY TEL. NO.: (703) 228-4378
COUNTY CONTACT EMAIL: CDIETRICH@ARLINGTONVA.US	

**ARLINGTON COUNTY, VIRGINIA
AGREEMENT NO. 20-019-EP
AMENDMENT NUMBER 3**

This Amendment Number 3 is made on September 1, 2021 and amends Agreement Number 20-019-EP ("Main Agreement") dated September 12, 2019 between ImageSoft, Inc. ("Contractor") and the County Board of Arlington County, Virginia ("County").

The County and the Contractor agree to amend the Contract Terms and Conditions called for under the Main Agreement as follows:

1. **CONTRACT RENEWAL:** Pursuant to Section 4. Contract Term, the contract is hereby renewed for its second subsequent contract term for an additional 12-month period from September 1, 2021 to August 31, 2022.
2. **CONTRACT PRICE INCREASE:** Pursuant to Section 6. Contract Price Adjustments, the contract annual amount is hereby changed from \$108,030.00 to \$110,572.80, an increase of three percent (3%).
3. **AUDIT is hereby deleted in its entirety and replaced with:**

AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, or such period of time required by the County's funding partner(s), if any, whichever is greater, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

4. **NOTICES is hereby deleted in its entirety and replaced with:**

NOTICES

Unless otherwise provided in writing, all written notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by

an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Scott Bade, President
ImageSoft, Inc.
25900 West 11 Mile Road, Suite 100
Southfield, MI 48034
Email: sbade@imagesoftinc.com

For Project Information

Paul Gorman, Senior Account Executive
ImageSoft, Inc.
25900 West 11 Mile Road, Suite 100
Southfield, MI 48034
Email: pgorman@imagesoftinc.com

TO THE COUNTY:

For Project Information

Christina Dietrich, Project Officer
Arlington County, VA
1425 N. Courthouse Road, Suite 6100
Arlington, VA 22201
Email: cdietrich@arlingtonva.us

AND

For Contract Information

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Email: slewis1@arlingtonva.us

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

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

5. **INCORPORATION OF SEXUAL HARASSMENT POLICY:** Item number 49. Sexual Harassment Policy is hereby incorporated into the Contract Terms and Conditions as follows:

SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to

complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook

- 6. **EXHIBIT B-CONTRACT PRICING** is hereby replaced in its entirety with the attached **Revised Exhibit B-Contract Pricing**. Pricing will be in accordance with the Revised Exhibit B – Contract Pricing.

All other terms and conditions of the Main Agreement remain in effect.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

IMAGESOFT, INC.

AUTHORIZED DocuSigned by:
SIGNATURE: Tomeka Price
5950D4E0ACC0472...

AUTHORIZED DocuSigned by:
SIGNATURE: Scott Bade
38A4043E48CE49A...

NAME: TOMEKA D. PRICE
TITLE: PROCUREMENT OFFICER

NAME: Scott Bade
TITLE: President

DATE: 6/14/2021

DATE: 6/14/2021

REVISED EXHIBIT B
CONTRACT PRICING

Item	Description	Qty	Maintenance End Date	Cost	Total	Adjusted for 3%
ImageSoft Software						
IS-ICST-M-R	ImageSoft iContentStamper	1	8/31/2022	\$0.00	\$0.00	\$ -
IS-IDCV-M-R	ImageSoft iDocConverter	1	8/31/2022	\$1,100.00	\$1,100.00	\$ 1,133.00
IS-IJCCWF1-M-R	ImageSoft JusticeTech Foundation	1	8/31/2022	\$10,000.00	\$10,000.00	\$ 10,300.00
IS-ISAPC-M-R	ImageSoft Appeals Package Creator	1	8/31/2022	\$3,000.00	\$3,000.00	\$ 3,090.00
IS-TSIGN-M-R	ImageSoft TrueSign Custom Signature Module	1	8/31/2022	\$3,000.00	\$3,000.00	\$ 3,090.00
Other Software						
BW-BWSTD2-M- R	Boston Workstation Integration Station (25 Station)	1	8/31/2022	\$2,660.00	\$2,660.00	\$ 2,739.80
Services						
IS-CUSTOMER CARE-R	ImageSoft Customer Care Package	1	8/31/2022	\$23,270.00	\$23,270.00	\$23,270.00
IS-TFS-SC1	ImageSoft TrueFiling Annual Subscription Small Court	1	8/31/2022	\$65,000.00	\$65,000.00	\$ 66,950.00
					\$108,030.00	\$110,572.80