

MODIFICATION #3
TO
SPOTSYLVANIA COUNTY CONTRACT AGREEMENT
FOR GOODS AND SERVICES
Contract #16-15-DB

THIS MODIFICATION #3 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES is made as of _____, 2019 by and between BOARD OF SUPERVISORS OF SPOTSYLVANIA COUNTY, a political subdivision of the Commonwealth of Virginia, ("COUNTY"); and BMS DIRECT, INCORPORATED, a Virginia corporation, in good standing and duly licensed to transact business in Virginia, ("CONTRACTOR").

WITNESSETH:

WHEREAS, the COUNTY and the CONTRACTOR entered into an Agreement titled "SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB", ("AGREEMENT") dated September 14, 2016, to obtain printing and mailing services for Spotsylvania County; and

WHEREAS, the COUNTY and the CONTRACTOR entered into 'MODIFICATION #1 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB', ("MODIFICATION #1") dated September 14, 2017, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY and the CONTRACTOR entered into "MODIFICATION #2 TO SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES Contract #16-15-DB", ("MODIFICATION #2") dated August 15, 2018, to extend the AGREEMENT for an additional one (1) year contract term; and

WHEREAS, the COUNTY requires a continuation of these services for an additional one (1) year contract term, as is permitted under Article 2, subdivision 2.2., of the initial contract dated September 14, 2016, and subsequent modifications; and

WHEREAS, the COUNTY and the CONTRACTOR have determined that it is to their mutual benefit to modify the AGREEMENT by entering into this "MODIFICATION #3 TO

**SPOTSYLVANIA COUNTY CONTRACT AGREEMENT FOR GOODS AND SERVICES
Contract #16-15-DB".**

NOW, THEREFORE, the COUNTY and the CONTRACTOR in consideration of the mutual promises herein contained, and intending to be legally bound, do hereby modify terms and conditions of the AGREEMENT as follows:

A. ARTICLE 2, THE WORK AND AGREEMENT TERM LIMITS, subdivision 2.2., is hereby deleted in its entirety and replaced as follows:

2.2. This Agreement shall have a term limit of one (1) year effective from September 14, 2019 through September 13, 2020 and may be renewable for one (1) additional one (1) year term at the option of Spotsylvania County. Any adjustment to pricing for future years will be equal to or less than the unadjusted percent change of the latest twelve (12) months for which statics are available as indicated in Table 1 of the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, other goods and services category, as published by the Bureau of Labor Statistics, U.S. Department of Labor. Should this index be superseded, the County reserves the right to select another appropriate index.

B. ARTICLE 4, CONTRACT PRICE AND TERMS OF PAYMENT, subdivision 4.2., is hereby deleted in its entirety and replaced as follows:

4.2. The County agrees to pay fees at the rates contained in this provision of the Agreement, in accordance with any requirements and limitations specified:

Real Estate and Personal Property Billing

Set Up Fees:

Line Item	Description	Price
1	Initial Programming Setup fee	\$170.00/per form
2	Additional Programming (if needed) fee	\$85.00/per hr.
3	Proof of Concept fee	N/C
4	Selective Messaging Setup fee	\$50.00/per run
5	Selective Insert Setup fee	\$50.00/per run
6	Additional Insert Setup fee	\$50.00/per run

Services & Materials:**Bill Statements:**

Paper Customer Statement: Duplex, 2 color on face, no color on back, 8.5 X 11 white stock w/3.5 perforation at bottom. Bill remittance at bottom of statement with scan line font (OCR A Extended). Scan line must be compatible with the County's payment processor.

Processing, folding, inserting, presorting

Outgoing envelope: #10 USPS recommended single window with security tint

Remittance envelope: #9 USPS recommended envelope in white with security tint

Postage (Cass certified and sorted to Carrier Route) Delivery to USPS facility

Line Item	Description	Price
1	Process, Print & Mail Bill/Form	\$0.1356/ea.
2	Process, Print & Mail Bill/Form with 2/3 sheet insert b&w	\$0.1659/ea.
3	Delivery to Lynchburg Post Office (per job)	\$30.00/flat
4	PDF Files on CD of Mailing (per job)	\$65.00/flat
5	Printing tax bill without return and carrier envelopes	\$0.0834/ea.

Additional Services:

Line Item	Description	Price
1	Duplex 8 ½ x 11 – Black Font on White Paper w/folding	\$0.0625/ea.
2	Duplex 1/3 sheet – Black Font Colored Paper	\$0.0416/ea.
3	Duplex 8 ½ x 11 – Red Font on White Paper	\$0.1043/ea.
4	Inserting of additional insert	\$0.007/ea.
5	8 ½ x 11 client supplied insert folding (as needed)	\$0.01/ea.

In House Stock: Inventory billed upfront to Spotsylvania and stored at BMS

Line Item	Description	Price
1	#10 White SLW Envelope (Qty. 50,000)	\$0.02190/ea.
2	#9 White Return Envelope - P O Box 9000 (Qty. 50,000)	\$0.02190/ea.
3	#10 White SLW – Legal Notice Envelope (Qty. 45,000)	\$0.02190/ea.
4	#9 White Return Envelope - P O Box 100 (Qty. 25,000)	\$0.02190/ea.
5	#10 Standard Envelope (Qty. 10,000)	\$0.02190 /ea.

Water and Sewer Utility Billing:**Set Up Fees:**

Line Item	Description	Price
1	Initial Programming Setup fee (current setup)	N/C
2	Additional Programming (if needed) fee	\$85.00/per hr.
3	Proof of Concept fee	N/C
4	Selective Messaging Setup fee	\$50.00/per run
5	Selective Insert Setup fee	\$50.00/per run
6	Additional Insert Setup fee	\$50.00/per run

Services & Materials:**Bill Statements:**

Paper Customer Statement: Duplex, black ink on face, black ink on back, 8.5 X 11 white stock w/3.5 perforation at bottom. Bill remittance at bottom of statement with scan line font (OCR A Extended).

Processing, folding, inserting, presorting

Outgoing envelope: #10 Generic double window envelope with security tint

Remittance envelope: #9 Generic single window envelope in white with security tint

Postage (Cass certified and sorted to Carrier Route) Delivery to USPS facility

Line Item	Description	Price
1	Process, Print & Mail Bill/Form	\$0.1199/ea.
2	Process, Print & Mail Cutoff Notice (pink paper)	\$0.1230/ea.
3	Delivery to Lynchburg Post Office (per job)	\$30.00/flat
4	PDF Files on CD of Mailing (per job)	\$65.00/flat

Additional Services:

Line Item	Description	Price
1	Duplex 8 1/2 x 11 – Black Font on White Paper w/folding	\$0.0625/ea.
2	Duplex 1/3 sheet – Black Font Colored Paper	\$0.0416/ea.
3	Duplex 8 1/2 x 11 – Red Font on White Paper	\$0.1043/ea.
4	Inserting of additional insert	\$0.007/ea.
5	8 1/2 x 11 client supplied insert folding (as needed)	\$0.01/ea.

billztrack® Electronic Bill Presentment and Archival System – Optional

BMS provides electronic billing (e-billing) via our Billztrack system. Billztrack provides web based access for clients and their customers on a 24x7 basis. Citizens will have the ability to opt-in to e-billing online using the County's website. The County will have the ability to opt-in any account that notifies the County of their e-billing preference. For citizens that choose to opt-in offline, the County will need to flag the account in a predetermined field or have a unique identifier and include the email address for processing. Accounts that opt-in for e-billing will be pulled from the mailing file. The e-bill will be provided in a PDF format. BMS also has available the listing of any email addresses that bounce-back as undeliverable.

BMS INTERGRATED ELECTRONIC DOCUMENT DISTRIBUTION PRICING:

<u>Implementation & Programming setup:</u> Billztrack – Programming to establish up to 8 Authorized/Authenticated Users access to utilize the functionality of the Billztrack web portal.	\$250.00 one-time fee
<u>Email Distribution Services:</u> Outbound email Notification (Exact replica of bill mailed in PDF format provided)	\$0.15 per email
<u>Billztrack Data Storages:</u> Archival and retrieval of PDF images (12 month bill storage)	\$1,000.00 per year
<u>Connection Access Fee:</u>	\$250.00 per year
<u>Custom Programming (as needed):</u>	\$90.00 per hour
<u>Additional storage:</u> (Applies after 1 st 12 months)	\$0.0015 per image/mo.

Except as hereby modified, the AGREEMENT remains unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties by agreement hereto have caused Modification #3 to Spotsylvania County Contract Agreement for Goods and Services Contract #16-15-DB to be duly executed by their duly authorized officials, made as of the date first written above, and effective September 14, 2019.

SPOTSYLVANIA COUNTY, VIRGINIA

By:

EDWARD PETROVITCH Dated
COUNTY ADMINISTRATOR

BMS DIRECT, INCORPORATED

By:

Vernon Berry 7/31/19
VERNON BERRY Dated
VICE PRESIDENT
SALES & MARKETING

Approved as to Form:

Asst. [Signature] 8/1/19
County Attorney Dated