

Richmond County GA Billing Service Agreement

This Agreement is made the **1st day of May, 2014**, by and between **SouthData, Inc.**, a North Carolina corporation, with its primary office at 201 Technology Lane, Mount Airy, North Carolina 27030 (hereinafter "SouthData") and **Richmond County Board of Assessors** with its primary office at 500 Greene Street, Augusta GA 30901 (hereinafter "Client").

1. Exclusive Provider

- A. Client agrees that SouthData is the exclusive provider of color statements listed in Detailed Pricing and any addendum signed by both parties. Other specialized mailings are available from SouthData, but are not covered by this Agreement.

2. Responsibilities Of SouthData

- A. SouthData shall furnish, all labor, materials, equipment, quality control, and supervision needed to provide the following services:
 - i. Design and printing services to create products for use by Client.
 - ii. Computer processing services to process the billing data received from Client.
 - iii. Provide printing services to print information on the products.
 - iv. Handling services to fold, insert into envelopes, and deliver to the post office the printed products.
- B. SouthData shall mail the printed product within 2 business days following the written acceptance of the final proof by the client.
- C. SouthData shall provide training on purchasing procedures at no additional cost
- D. SouthData will replace, at no cost to Client, documents which are determined to be defective or substantially non-conforming with Client's order. However, in no event will SouthData be responsible for incidental or consequential damages sustained by Client or by third parties. All products and documents are sold "as is" with all faults and there is no warranty of merchantability or fitness for a particular use.

3. Responsibilities Of Client

- A. Client shall provide written approval of test documents as required.
- B. Client shall provide basic form layout, data layout, field placement and test data.
- C. Client shall provide SouthData with sufficient information related to the format and contents of the data transmission file to allow SouthData to develop the computer programs required to create the products.
- D. Client shall provide the information for all inserts within 5 business days prior to the mailing of the specified items.
- E. Client shall provide SouthData with the billing information in an agreed upon format and with sufficient timeliness to allow SouthData to print the products and deliver them.
- F. Client shall pay all invoices within **thirty (30) days**.
- G. Client shall be solely responsible for the content and information provided to SouthData. SouthData shall not be responsible for inaccuracies in billing data received from Client and compiled into the final billing format.
- H. Maintain a postage escrow account equivalent to one (1) months estimated postage usage or a mutually agreed upon amount.

4. Charges For Service

- A. **Initial Account Setup** – If the client provides guidelines for a form design, test data, data layout and field placement then SouthData will provide the set-up with no charge to the client.
- B. **Programming Costs** - If programming is needed to process client data or to adhere to a client request then the client shall be charged for programming (see attached Detailed Pricing).
- C. **Processing Fees** – There are no processing fees or monthly or periodic charges for account maintenance, account availability, or online access for tracking orders.
- D. **Minimum Run Charge** – No minimum run charge will be invoiced for any statement orders.
- E. **Postage** – Postage is not included in the delivered price and will appear on the invoice. A postage escrow account is required. SouthData shall provide bar coding and sort the mail consistent with Postal Service standards.
- F. **Postal Compliance Service (Fulfilling US Post Office Requirements)** - The United States Postal Service mailings to meet certain USPS specifications. The Postal Rate Commission (PRC) states that Move Update will need to be processed within 95 days prior to the mailing. SouthData offers NCOA certification to the client (see attached Detailed Pricing). This service can be performed at the time the data is received for order processing. The service includes:
 - **Delivery point verification** - The DPV System assists mailers in obtaining accurate delivery address information and facilitates identification of erroneous addresses contained in mailer address files.
 - **Move Update Compliance/National Change of Address – NCOA link** updates name and address mailing lists with new addresses from individuals, families and businesses that have moved and have recorded their new address with the USPS data base.
 - **Reporting of Move Update changes to the client** – This allows the client to receive the most current address information for updating the records within their data file.
- G. **Prices For Standard Items** – Prices for the items in this contract may be viewed on the Detailed Pricing page attached to this Agreement.
- H. **Pricing Changes** – The cost reflected in this proposal is based on the current cost of raw materials. Therefore, the quoted costs are valid for 3 (three) years. After that date, we reserve the right to review the quoted costs in this proposal based on current market conditions.

5. Term Of Agreement

This Agreement shall commence on May 1, 2014. The initial term of this Agreement shall be through April 30, 2017. This Agreement shall (i) terminate absolutely and without further obligation on the part of Augusta each and every December 31st, as required by O.C.G.A. § 36-60-13, as amended, unless terminated earlier in accordance with the termination provisions in this Article of this Agreement; (ii) automatically renew on each January 1st, unless terminated in accordance with the termination provisions of this Article of this Agreement; and (iii) terminate absolutely, with no further renewals, on April 30, 2019, unless extended by written amendment; (iv) The contract will be established as a three (3) year program with two (2) automatic one year (1) renewal; (v) Augusta may elect to renew this Agreement up to two (2) times, by the mutual written consent of the parties, unless earlier terminated. Subject to the limitations of sub-parts “i”, “ii” and “iii” of this paragraph, each renewal term shall be for one (1) year as follows:

1st renewal term- May 1, 2017 to April 30, 2018

2nd renewal term- May 1, 2018 to April 30, 2019

6. Cancellation

This Agreement may be cancelled for a documented breach of the terms of the Agreement. The party wishing to cancel the Agreement must provide notice of cause in writing and allow the other party thirty (30) days to remedy the breach. If the breach is not remedied within the thirty-day period, a final written

notice must be provided to the breaching party. The Agreement will be cancelled thirty (30) days from receipt of the final notice.

7. Insurance

During the term of this Agreement, SouthData shall maintain at its expense, liability, property, vehicle and workmen's compensation insurance sufficient to meet the requirements of the State of Georgia.

8. Independent Contractor

SouthData acknowledges that it is at all times performing as an independent contractor. Nothing in this agreement shall constitute or be construed as a creation of a partnership or joint venture between the parties.

9. Severability

If any part of this Agreement is found to be invalid or unenforceable, the remaining parts of the Agreement shall continue in force.

10. Waiver Ability

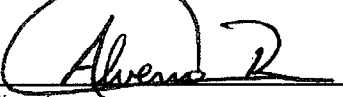
A party's waiver of a breach of any item of this Agreement shall not constitute a waiver of any subsequent breach of the same or another provision of this Agreement.

11. Governing Law

The laws of the state of North Carolina shall govern the provisions of this Agreement.

In Witness Whereof, the parties have caused the execution of this instrument, by authority duly given on the day and year first written above.

Richmond County Board of Assessors


Signature

ALVARO ROSS, CHIEF APPRAISER
Printed Name and Title

SouthData, Inc.


Signature

ALAN CONNOLLY - E.V.P.
Printed Name and Title

May 06, 2014

DETAILED CLIENT REQUIRED INFORMATION

Company Name: RICHMOND COUNTY TX ASSESSORS OFFICE

Billing Address: 530 GREENE ST

Mailing Address: 530 GREENE ST

Shipping Address: 530 GREENE ST - AUGUSTA, GA 30901

Contact Information for all Users:

User #1

Name: ALVENO ROSS

Email: gross@augustaga.gov

Phone: (706) 821-1765

User #2

Name: NEITA COLEMAN

Email: ncoleman2@augustaga.gov

Phone: (706) 821-1765

User #3

Name: NANCY GREER

Email: ngreer@augustaga.gov

Phone: (706) 821-1765

Software: _____

Market: Government

Name of Account Executive: Andrew S. Blood

DETAILED PRICING SCHEDULE

This Detailed Pricing Schedule is made this the 1st day of May, 2014, by and between **SouthData, Inc.** (hereafter "SouthData") and **Richmond County Board of Assessors** (hereafter "Client").

Mailing Services – No postage included

Assessment Notice (Per Notice)	\$0.125
80,000 Annually	
8.5 x 11, Black/White	
No backer	
#10 Custom envelope	
Personal Property Returns (Per Return).....	\$0.22
5,000 Annually	
(5) Printed Pages, (3) 8.5 x 11 duplex sheets, Black and White	
#10 Custom envelope	
Solid Waste Insert (Per Insert).....	\$0.10
80,000 Annually	
8.5 x 11	
Full Color, front and back	
Inserting	
Custom Envelope Printing (Per Envelope).....	\$0.03
Black ink Only	

Postage	At Cost
Client Website Access, Processing, Folding, Inserting	No Charge
Setup Fees	No Charge

NCOA/DPV Services

Annual Fee	\$200.00
Covers all records submitted and error code reports	

File Delivery

Via DVD's (per DVD).....	\$50.00
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Custom Programming

Custom Programming (per hour).....	\$125.00
For additional services outside of current software capabilities (Customized Graphs, Suppression, Charts, QR Codes, etc.) Written approval must be given by the client.	

Envelope Print	N	
Stapling	N	
Assembly of Mailing (collate, fold, staple, insert)	N	

Coupon Book Options		
	Y/N	Amount
# 6 Remittance Envelopes (Pack of 4)	N	
# 6 Remittance Envelopes (Pack of 12)	N	
Additional #6 Remittance Envelope	N	
Additional Payment Coupon	N	
Message Coupon (Black & White Laser Insert)	N	
Message Coupon (Color Laser Insert)	N	
Merged Coupon	N	
Labels (Sheet of 12 Labels)	N	
Bound Insert	N	
Loose Insert	N	
Inserting Client Provided Item(s)	N	

Statement Options		
	Y/N	Amount
Additional Statement Page	Y	0.05
Additional Estatement Page	N	
Print on the back of the Statement (Black & White)	N	
Print on the back of the Statement (Color)	N	
Additional #9 remittance Envelopes	N	
Invoice Statement	N	

Additional Charges		
	Y/N	Amount
Data Entry Fee (Per Record)	N	
Data Correction Fee (Per Record)	N	
MRC (Minimum Run Charge)	N	
Householding Fee (Government Clients)	N	
Multi-Record Grouping Fee (Per Record Fee)	N	
Document PDF	N	
Postage Minimum Due Up-Front	N	
Postage Escrow	N	
CD (Price per each CD)	N	
CD (Additional CD Charge)	N	

<i>Postal Services Billing</i>		
	Y/N	Amount
Enable Annual NCOA Billing	N	
NCOA Annual Fee	N	
NCOA Annual Date	N	
NCOA Suppression Fee	N	
Enable IMB Tracing	N	
IMB Tracing Fee	N	
IMB Tracing Monthly Billing Cycle	N	
Return Mail Fee	N	
Corrected Return Mail Fee	N	

<i>REVO Billing</i>		
	Y/N	Amount
REVO Monthly Fee	N	
SouthData's REVO Setup Fee	N	
SouthData's REVO Monthly Fee	N	
REVO Echeck Transaction Fee	N	



NEW VENDOR INFORMATION FORM

Georgia Law requires all companies have an E-Verify User Identification Number (Company I.D.) on or after July 1, 2009. Beginning January 1, 2012 all vendors must provide an E-Verify number at the time of requesting to be added to the Augusta, Georgia vendor data base.

- **If you currently do not have an E-Verify account:** Visit the following website www.dhs.gov/e-verify. Located on the right side of the Screen, you will find the "Enroll in E-Verify" tab. Follow the instructions to complete and receive your E-Verify number. For additional e-verify information please visit the **State of Georgia** website: http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf or <https://e-verify.uscis.gov/enroll/>.
- **If you are enrolled:** Your E-Verify number has 5-6 digits that can be found on the top left side of the employer's E-Verify Memorandum of Understanding (MOU). To access the MOU, you will be required to log into the E-Verify system. Go to the "Edit My Company" page and click on the tab at the bottom of the page entitled "MOU." Your E-verify number will be in the top left-hand corner of the document.

Please complete the form below. All fields must be completed before a new vendor can be added to our data base.

VENDOR NAME _____ SouthData, Inc _____

CONTACT NAME _____ Andrew Blood _____

ADDRESS _____ 201 Technology Lane _____

_____ Mount Airy, NC 27030 _____

PHONE # _____ 706-339-1997 & 800-549-4722 _____

E-VERIFY # _____ 258333 _____

FEDERAL TAX ID # _____ 56-1475336 _____

User Dept. Name: _____ **Please return by fax to:** _____