



Guilford County

CONTRACT AGREEMENT

COUNTY				PROVIDER			
Guilford County 301 West Market Street Greensboro, NC 27401 Telephone No: 336-641-3852 Attention: Tiffany Johnson Contract No: 701 Parent Contract No: 0				SOUTHDATA, INC 201 Technology Lane Mount Airy, NC 27030 Lora Southard 336-719-5000 336-789-4143 lhsouthard@southdata.com Attention: Lora Southard			
HIGHLIGHT INFORMATION							
Contract Purpose: Printing, Inserting & Mailing of Various Forms Effective Date: January 15, 2018 Contract Type: PRICE ONLY SERVICE Contract Amount: 276,700.00				Expiration Date: January 14, 2019 Contract Subtype: Event Number:			
CONTRACT LINES							
Line No	Percent	Item Description	Acct Unit	Account	Base Cost	UOM	Amount
1	100.000%	Printing, Inserting	130110	53010^0	\$15,000.00	YR	\$15,000.00
2	100.000%	Printing, Inserting	310002	52010^0	\$3,000.00	YR	\$3,000.00
3	100.000%	Printing, Inserting	145110	53010^0	\$200,000.00	YR	\$200,000.00
4	100.000%	Printing Various Forms	155002	52010^0	\$1,200.00	YR	\$1,200.00
5	100.000%	Printing Various Forms	155002	53050^0	\$44,000.00	YR	\$44,000.00
6	100.000%	Printing Various Forms	155002	53190^0	\$13,500.00	EA	\$13,500.00



GUILFORD COUNTY CONTRACT NO. 701
Parent Contract No. 0

THIS CONTRACT is hereby made, entered into, and effective as of January 15, 2018, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "COUNTY," and SOUTHDATA, INC, hereinafter referred to as the "PROVIDER," and also collectively referred to as the "Parties."

W I T N E S S E T H:

WHEREAS, the Parties entered into a CONTRACT on January 15, 2015, whereby the PROVIDER agreed to provide the following goods and/or service(s) to the COUNTY: Printing, Inserting & Mailing of Various Forms

WHEREAS, the initial Contract may be revised or modified with a written Contract executed by both Parties; and,

WHEREAS, the Parties now wish to modify the terms of the Contract by extending the Contract period from January 15, 2018, through January 14, 2019.

NOW, THEREFORE, the Parties mutually agree that, as of the effective date of this Contract, the following changes are hereby made to the initial Contract as follows:

1. CONTRACT TERM. The effective period of this Contract for is hereby extended from January 15, 2018, through January 14, 2019 under the same terms and conditions as set forth in the initial Contract, as revised. All goods and/or services will be provided in a competent and professional manner acceptable to the COUNTY.

2. GOODS AND/OR SERVICES AND CHANGES. The Parties hereby agree that the goods and/or services provided by the PROVIDER to the COUNTY hereunder will remain the same as included in the initial Contract, except as revised by written Contract executed by the Parties.

3. PRICING. As full consideration for the PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts as listed in the initial Contract and as stated in this Contract, as applicable.

4. PAYMENT. Although the COUNTY is not financially committed by this Contract to purchase any minimum amount of goods and/or services, the financial exposure to the COUNTY is not expected to exceed \$276,700.00, and in any event payment will be made only from budgeted funds in accordance with N.C. Gen. Stat. §159. Payment will be made to the PROVIDER by the COUNTY within thirty (30) days of receipt of a correct, itemized invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.

5. APPROPRIATION. This Contract is subject to annual appropriation of funds by the Guilford County Board of Commissioners or other funding source, pursuant to N.C.Gen. Stat. §153A-13.

6. TERMINATION. As stated in the initial Contract, either Party may terminate this Contract for any reason and without penalty, upon thirty (30) days written notice to the other Party. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

7. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The PROVIDER will comply with bid restrictions, if any, and applicable laws, including N.C. Gen. Stat. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Exhibit A.

8. PRIOR AGREEMENTS. All other provisions of the initial Contract and subsequent modifications and revisions, are hereby ratified and shall continue in full force and effect without change, unless and until revised upon mutual written Agreement of the Parties, or terminated as provided herein.

(Remainder of page intentionally left blank)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Marty K. Lawing
Guilford County Manager

Robin Keller
Guilford County Clerk to Board

Date

SOUTHDATA, INC

ATTEST:

President
Date

Corporate Secretary _____ Date _____

Printed Name: _____

Printed Name: _____

(CORPORATE SEAL)

No Corporate Seal Exists ☐

This contract does not create an obligation to purchase and, therefore, has not been preaudited. Purchases under this contract shall only be made pursuant to purchase orders, each of which will contain a preaudit certificate.

Harley Will
Interim Guilford County Finance Director

EXHIBIT A

STATE OF NORTH CAROLINA

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, _____ (the individual attesting below), being duly authorized by and on behalf of **SouthDate, Inc** (the entity doing business with Guilford County, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES _____; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This _____ day of _____, 2018.

Signature of Affiant

Print or Type Name: _____

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 2018.

My Commission Expires:

_____.

Notary Public

(Affix Official/Notarial Seal)

