



Joinder Agreement

STATEMENT OF PURPOSE

BMS Direct, Inc. (BMS) and The City of Lynchburg (Contract Owner) entered into an agreement that commenced on December 1, 2022 and terminates on November 30, 2023 (Agreement), pursuant to which BMS provides certain goods, services, and products to the Contract Owner. Dinwiddie County, Virginia, a municipal corporation (Contract Rider), desires to be added as a party to the Agreement pursuant to § 2.2-4304 of the Code of Virginia, as amended, and Section 62 (Cooperative Procurement) of the Invitation for Bid (IFB) #2022-21, entitled “Data Processing, Printing, Folding, Inserting, Bulk Mailing of Specified Bills, and Processing Daily Mail for the City of Lynchburg,” issued by the Contract Owner, and incorporated into the Agreement, in order to receive goods, services, and products from BMS under the terms and conditions set forth in the Agreement. This Joinder Agreement renewal date shall correspond with the renewal date of the Contract Owner’s agreement.

AGREEMENT

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the Contract Rider and BMS agree that effective as of date of the last party to execute this Joinder Agreement, that:

- i) The Contract Rider is hereby joined as a party to the Agreement and the Contract Rider and BMS assume and agree to fully perform all of the terms, conditions, and obligations under the Agreement with respect to the goods, services, and products provided by BMS to the Contract Rider, except as modified herein; and
- ii) The second sentence in Section 17 (Governing Law) of the IFB is modified to read “Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for the County of Loudoun”; and
- iii) All rights and benefits of the Contract Owner under the Agreement with respect to the goods, services, and products received by the Contract Rider shall inure to the benefit of the Contract Rider; and
- iv) Nothing herein shall limit the Contract Owner’s obligations under the Agreement to BMS for goods, services, and products provided to the Contract Owner from BMS.

BMS Direct, Inc.

Dinwiddie County

 Name
VP Sales, Marketing and Client Services
 Title
February 7, 2023
 Date

W. Kevin Massengill
 Name
County Administrator
 Title

 Date