# **CONTRACT REQUISITION FORM**

CONTRACTOR/VENDOR NAME: SouthData ADDRESS/CITY/ST/ZIP: 201 Technology Lane, Mount Airy, NC 27030 **VENDOR** #10-5391

TYPE OF CONTRACT: New \_ Renewal \_ Amendment X Services X Goods \_ Consulting \_ Construction \_ Lease \_ Other

CONTRACT AMT: \$81,075.00 CONTRACT PERIOD: 07/01/2020-06/30/2021 RFP/IFB/RFQ#: N/A

DESCRIPTION/SCOPE OF WORK: Print and Mailing Service



FUNDING SOURCE: General	State Federal	-	UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES	PROCEDURES APPL	ICABLE? YES	 	NO X
ITEM FUND COST	COST CENTER G	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANTNUMBER	TOTAL	I/D	ADDITIONALINFO
1 1001010000 4170210000		5200160100			\$81,075.00		Print and Mailing Services
2							
3							
COUNTY ATTORNEY			COMMENTS:	<b>"</b>			
Contract requires Risk Management approval?  RISK MANAGER Signature:	YESNO	Date					
Contract requires BOCC approval? YESNO_	Date of BOCC Approval:	pproval:	Reviewing Attorney:	Y		Date:	Ċ.
INITIATING DEPARTMENT			BUDGET (Rec	BUDGET (Required only for Business Area 9800)	ea 9800)		
Ву:		Date:	Ву:				Date:
COUNTY MANAGER			CHIEF FINA	CHIEF FINANCIAL OFFICER	Pre-audit Certification Completed: Yes.	ion Com	pleted: YesNo
By:		Date:	Signature:			W.	Date:
CLERK TO THE BOARD			PURCHASING	iG			
Ву:		Date:	By:			17	Date:
IT DEPT (IT Related Contracts)			Purchasing Comments:	nments:			
Ву:		Date:	31				
FUNDS RES DOC ID#							

## NORTH CAROLINA DURHAM COUNTY

THIS CONTRACT AMENDMENT is made and entered into this 1st day of July 2020 by and between the COUNTY OF DURHAM (hereinafter referred to as "County") and SouthData, Inc (hereinafter referred to as "Contractor").

#### WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated <u>February 9, 2018</u>, for the provision of <u>Regular and Special Voter Card Mailings</u>, (hereinafter the "Original Agreement"); and

WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

- 1. The Term of the Original Agreement is hereby extended through <u>06/30/2021</u>.
- 2. The compensation paid to Contractor shall be an amount not to exceed \$81.075.00 for special and regular voter card mailings, production of emergency poll books and other printing services.
- 3. **INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR's performance during the execution of this Contract.
- 4. SECURITY BACKGROUND CHECKS. The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff's Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

- 5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.
- 6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM	CONTRACTOR
By:	Ву:
Print Name/Title:	Print Name/Title:
Date of Signature:	Date of Signature:
This instrument has been pre-audited in the manner requestrol Act.	uired by the Local Government Budget and Fiscal
Susan Tezai, Durham County Chief Financial Office	er

OUTPUSERVI

#### Client#: 182794

# ACORD...

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/3/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	FAX	
Marsh & McLennan Agency LLC	PHONE (A/C, No, Ext): 201 845-6600		
565 Fifth Ave	E-MAIL ADDRESS:		
5th Floor, Suite #0500	INSURER(S) AFFORDING	NAIC #	
New York, NY 10017	INSURER A: Continental Insurance Company		35289
INSURED	INSURER B: National Fire Insurance Co of	Hartford	20478
OSG Holdings, Inc. et al	INSURER C:		
100 Challenger Road, Suite 303	INSURER D:		
Ridgefield Park, NJ 07660	INSURER E :		
	INSURER F:		
COVERAGES CERTIFICATE NUMBER	REVISI	ON NUMBER:	

	INSURER E:								
INSURER F:									
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:									
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						TO WHICH THIS			
INSF	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
Α	X COMMERCIAL GENERAL LIABILITY		X	6079432027			EACH OCCURRENCE	\$1,000,000	
	CLAIMS-MADE OCCUR	Λ	Λ				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000	
1							MED EXP (Any one person)       \$10,000         PERSONAL & ADV INJURY       \$1,000,000         GENERAL AGGREGATE       \$2,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:								
	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:							\$	
Α	AUTOMOBILE LIABILITY	3.7	37	6079432030	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	X ANY AUTO	X	X				BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident) \$		
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE [Per accident]	\$	
								\$	
В	X UMBRELLA LIAB X OCCUR	X	X	6079484094	12/01/2019	12/01/2020	EACH OCCURRENCE	\$10,000,000	
	EXCESS LIAB CLAIMS-MADE	Λ	Δ.				AGGREGATE \$10,000,000		
	DED X RETENTION \$10000						\$		
С	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6079484113	12/01/2019	12/01/2020	PER OTH- STATUTE ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A	X				E.L. EACH ACCIDENT	\$1,000,000	
	(Mandatory in NH)	1177					E.L. DISEASE - EA EMPLOYEE \$1,000,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000	
D	CL Cyber Liability	X	X	G29009454001			Limit \$10M, Ret\$100	•	
E	CL Professional Liability			596852198	12/01/2019	12/01/2020	Limit \$10M, Ret\$100	,000	
Su	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL  Pplemental Named Insured List:  Pe Attached Descriptions)	CLES (	ACORI	D 101, Additional Remarks Schedu	le, may be attached if mo	ere space Is requi	ired)		
CE	RTIFICATE HOLDER				CANCELLATION			<del>-</del>	

CERTIFICATE HOLDER

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

WM- Ce . Cilcululus

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# **DESCRIPTIONS (Continued from Page 1)**

Output Services Group, Inc.

South Data, Inc.

National Business Systems, Inc.

Clickspark LLC

The Garfield Group Inc.

Mansell Group Inc.

Mansell Group Holding Company

**DoublePostive Marketing Group Inc** 

The Statement Company Inc

Krawen Inc DBA Image Com

Windsor Circle, Inc.

Paybox Corp

**Marketing Solutions** 

**Gustave Solutions** 

Globalex Corp

**Diamond Healthcare Solutions** 

Diamond Marketing Solutions Group, Inc.

Applied Information Group, Inc.

Miria Systems, Inc.

Applied Revenue Analytics, LLC

TeleReach, Inc.

NCP Solutions, LLC

Microdynamics Corporation and all subsidiaries- BUT ONLY WITH RESPECT TO E & O and CYBER LIABILITY

National Data Services of Chicago, Inc.

CallVista, LLC

Words, Data, and Images, LLC d/b/a Gabriel Group

The Pisa Group

3 Point Payment Processing, Inc. / 3 Point Alliance, Inc.

JJT Enterprises, LLC dba Optimal Outsourcing

Excess Cyber Liability policy - Carrier is National Union Fire Ins Co PittsburghPA, Policy #041730227;\$10,000,000 Limit (excess of \$10,000,000); Policy Term 12/1/2019 - 12/1/2020.

Excess Errors & Omissions - Carrier is The Hartford, Policy #13 PG 0333646;

\$5,000,000 (excess of\$10,000,000); Policy Term 12/1/2019 - 12/1/2020.



## **MWBE UTILIZATION FORM**

This MWBE Utilization Form is an integral part of the contract between the County of Durham and <u>SOUTHDATA, INC</u> (Contractor), which contract is dated <u>7/1/2020</u>. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods	Print and mail			
Contract Amt\$81,075.00		Contract Term	1 year	
Please check one:				
Y Contractor will provide 100%	of the services/go	ods for this contract.		
Contractor will <b>subcontract</b> business enterprise or a non-p	1 0	services/goods for this contrac	t to a non-minorit	У
Contractor will subcontract business enterprise(s) identifies		services/goods for this contrac	t to the minority-	owned
Minority Business Enterprise Name,	Minority		Percentage	Dollar
Address & E-Mail	Category*	Description of Work	%	Value
N/A	N/A			

## Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
		Overall MWB	E Participatio	n Goal	25.0%

<sup>\*</sup>Minority Categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)



# Durham County Board of Elections Billing Service Proposal

This proposal is made the 20th Day of May, 2019, by and between **SouthData, An OSG Company.**, with its primary office at 201 Technology Lane, Mount Airy, North Carolina 27030 (hereinafter "SouthData") and Durham County Board of Elections (hereinafter "Client").

## 1. 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. Laser printing services to laser print information on the products.
  - iv. Handling services to fold, insert into envelopes, and deliver to the United States Postal Service the printed products.
  - v. Address processing services to perform Delivery Point Verification and Locatable Address Correction, and National Change of Address on client address data.
- B. SouthData shall mail the products within 1 to 4 business days, depending on the product, following written acceptance of the final proof by Client.
- C. SouthData shall provide training on ordering, proofing, tracking and invoicing procedures at no additional cost.

## 2. Responsibilities of Client

- A. Client shall provide written approval of test documents as required.
- B. Client shall provide SouthData with the files in an agreed upon format and with sufficient timeliness to allow SouthData to print the products and deliver them.
- C. Client shall provide SouthData with sufficient information related to the format and contents of the data file to allow SouthData to develop the computer programs to create the products. Items needed are listed below.
  - i. Sample Data File
  - ii. Form Design
  - iii. Field Layout
  - iv. Field Placement on the Form
- D. Client shall pay all invoices within thirty (30) days of invoice date.
- E. Client shall be solely responsible for the content and information provided to SouthData. SouthData shall not be responsible for inaccuracies in data received from Client and compiled into the final format.
- F. Maintain a postage escrow account if required.

#### 3. Charges for Service

- A. Initial Account Setup If Client provides guidelines for a form design, test data, data layout and field placement then SouthData will provide the set-up at no charge to Client. If Client is unable to provide the guidelines for form design, test data, data layout and field placement there will be a one-time charge \$300 for each form.
- B. **Processing Fees** There are no processing fees or monthly or periodic charges for account maintenance, account availability, or online access for tracking orders.
- C. **Postage** –SouthData maintains the necessary software to receive discounts for which the Client may qualify. SouthData shall provide bar coding and sort the mail consistent with Postal Service standards.
- D. Address Forwarding Services SouthData provides a variety of address processing services to get the most from your mailing. These include:
  - Delivery Point Verification The Delivery Point Verification (DPV) system assists
    mailers in obtaining accurate delivery address information and facilitates
    identification of



erroneous addresses contained in mailer address files. This is part of the Signature Mail Services provided by SouthData.

- ii. Locatable Address Correction The Locatable Address Correction System (LACS) updates those addresses that are changed by government authorities, such as for Enhanced 911
  - systems. This is part of the Signature Mail Services provided by SouthData.
- iii. National Change of Address NCOAlink updates name and address lists with new addresses from individuals, families and businesses that have moved and provided a forwarding address to the United States Postal Service. This allows the client to receive the most current address information for updating the records within their data file. This is an optional service that is priced separately.
- E. **Prices for Standard Items** Shown in separate addendums are individual product descriptions and pricing information for each.
- F. Pricing Changes The cost reflected in this proposal is based on the current cost of raw materials. Therefore, the quoted costs are valid for 2 years. After that date, we may reserve the right to review the quoted costs in this proposal based on current market conditions

Thank you for allowing us the opportunity to quote for Durham County Board of Elections.

Sincerely,

Michael May District Sales Manager 336-412-1287 mmay@southdata.com



# Addendum A Fee Schedule

This Addendum A, Fee Schedule, is made the 20th day of May, 2019 by and between SouthData. (hereafter "SouthData") and Durham County Board of Elections (hereafter "Client").

## Election Services - No postage included

Change of Address(per card) \$0.09 13,000 annual volume 8.5 x 5.5 postcard B&W Folded Tabbed
Confirmation Of Voter Registration (per card)
Voter Information Card (per card)

## Postage will be invoiced at cost

#### **NCOA** Services

Annual Fee\$300	1.00
Covers all records submitted and error code reports	

# File Delivery - Copies of items back to the client - this is a cd of what was produced that is searchable

Via DVD's (per I	OVD)	\$50.00
Secure Archive		See Secure Archive

## Programming - as requested by client

Custom Programming (per hour)	\$125.00
Written approval must be given by the client	

## Baker, Brenda

To:

Jamie L. Davis

Subject:

RE: BOE FY20-21 Contract

Jamie,

I will use what was sent to us last year and add your email correspondence to the contract to indicate that changes have not been made.

From: Jamie L. Davis <jldavis@southdata.com>
Sent: Wednesday, July 8, 2020 11:14 AM
To: Baker, Brenda <bwcbaker@dconc.gov>

Subject: RE: BOE FY20-21 Contract

Brenda,

The pricing and services have not changed, do you have anything from previous years? Just so I can see the format you prefer.

# Jamie L. Davis

Account Manager 800.437.8849 336.719.5000 Switchboard 336.783.5995 Direct 336.813.6435 Mobile www.southdata.com

From: Baker, Brenda < bwcbaker@dconc.gov>

Sent: Tuesday, July 7, 2020 4:00 PM

To: Jamie L. Davis < ildavis@southdata.com>

Subject: RE: BOE FY20-21 Contract

Awesome, Jamie.

Can you send over an updated fee schedule, please. I believe that is the last piece for the contract.

Thank you!

From: Jamie L. Davis < ildavis@southdata.com>

Sent: Tuesday, July 7, 2020 3:03 PM

To: Baker, Brenda < bwcbaker@dconc.gov>

Subject: RE: BOE FY20-21 Contract

Hi Brenda,

This has been signed and mailed to you as of last week.

Thank you so much!

## Jamie L. Davis

Account Manager 800.437.8849 336.719.5000 Switchboard 336.783.5995 Direct 336.813.6435 Mobile www.southdata.com

From: Baker, Brenda <bwcbaker@dconc.gov>

Sent: Monday, July 6, 2020 1:35 PM

To: Jamie L. Davis < ildavis@southdata.com>

Subject: RE: BOE FY20-21 Contract

Hi Jamie,

Please review the attached contract and let me know of any changes. If you approve of the contract, please print and sign in triplicate and mail back to me at the address below. We are on a tight timeline to get the contract approved by the Board of Commissioners. Sorry for the late notice, can you please get this back to me as soon as you can?

Also, can you please send over an updated fee schedule?

PO Box 868 Durham, NC 27702

Please let me know if you have any questions.

I appreciate all your help in gathering the information needed for this contract.

Thank you, Brenda

## Baker, Brenda

From:

Turpin-Bullock, Khamis N.

Sent:

Wednesday, July 8, 2020 2:58 PM

To:

Baker, Brenda

Subject:

RE: Amended Contracts - Quotes

## Hi Brenda,

Purchasing only ask for additional quotes to be obtained when you enter into the initial agreement when the service is over 30K. Since you already have an existing agreement with theses vendor and you are only trying to extend the date and add more funding to the existing contract obtaining additional quotes is not required.

#### Thanks

KHAMIS TURPIN-BULLOCK CONTRACTS OFFICER



Purchasing Division 201 East Main Street, 7<sup>th</sup> Floor Durham, North Carolina 27701

2: 919-560-0071 | 4: 919-560-0057 | 1: ktbullock@dcone.gov

From: Baker, Brenda <b wcbaker@dconc.gov> Sent: Wednesday, July 8, 2020 1:56 PM

To: Turpin-Bullock, Khamis N. < ktbullock@dconc.gov>

Subject: Amended Contracts - Quotes

Hi Khamis,

We are working on BOCC approval for the two contracts listed below where we are extending the dollar amount and contract dates. I want to be sure that new quotes are not needed. Can you please verify?

- SouthData
- Kline LLC dba Marrins' Mooving

Thank you,

Brenda C. Baker Deputy Director of Elections



Durham County Board of Elections Physical address: 201 N. Roxboro Street, Durham, NC 27701 Mailing address: PO Box 868, Durham, NC 27702

Phone: (919) 560-0690