

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT #5

THIS CONTRACT AMENDMENT is made and entered into this 14th day of January 2021 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 February 9, 2018, for the provision of Regular and Special Voter Card Mailings, (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 will remain the same: 06/30/2021.
2. The compensation paid to Contractor shall be an amount not to exceed \$10,000 for biennial list maintenance and voter card mailings.
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 results 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

By: _____

Print Name/Title: _____

Date of Signature: _____

CONTRACTOR

By: Joseph Tetstone
272755A8B5F747FA0690F0945E1F8CEA contractworks

Print Name/Title: Joseph Tetstone SVP Account Management

Date of Signature: 02/04/2021

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN131397857-OSG-GAWUC-20-21	INSURER(S) AFFORDING COVERAGE	
INSURED OSG Holdings, Inc. et al 100 Challenger Road, Suite 303 Ridgefield Park, NJ 07660	INSURER A : The Continental Insurance Company	NAIC # 35289
	INSURER B : National Fire Insurance Company of Hartford	20478
	INSURER C : American Casualty Company Of Reading, Pa	20427
	INSURER D : Continental Casualty	
	INSURER E : Continental Insurance Company of NJ	
	INSURER F : N/A	N/A

COVERAGES **CERTIFICATE NUMBER:** CLE-006645204-08 **REVISION NUMBER:** 16

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 CERTIFICATION 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	6079432027	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	6079432030	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	6079484094	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	6080108790 (CA) 6079484113 (AOS)	12/01/2020 12/01/2020	12/01/2021 12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	E&O See Attached		596852198 See Attached	12/01/2020	12/01/2021	Limits \$ 10,000,000 SIR \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER Durham County Board of Elections PO Box 868 Durham, NC 27702	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

Page 2 of 3

AGENCY Marsh USA Inc.		NAMED INSURED OSG Holdings, Inc. et al 100 Challenger Road, Suite 303 Ridgefield Park, NJ 07660
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Excess E&O

Carrier: ACE American Insurance Company

Policy Number: G70851866 001

Policy Dates: 12/01/2020 - 12/01/2021

Limits: \$10,000,000 xs \$10,000,000

Crime

Carrier: Axis Insurance Company, Policy Number: P-001-000219885-02

Policy Dates: 12/01/2020 - 12/01/2021

SIR: \$100,000

Limits: \$10,000,000

Excess Crime

Carrier: United States Fire Insurance Company, Policy Number: 626-037934-5

Policy Dates: 12/01/2020 - 12/01/2021

Limits: \$5,000,000 xs \$10,000,000

Cyber Risk

Carrier: Continental Insurance Company of New Jersey

Policy Number: 596852198

Policy Dates: 12/01/2020- 12/01/2021

Limit: \$10,000,000

SIR: \$100,000

Excess Cyber Risk

Carrier: ACE American Insurance Company

Policy Number: G70851866 001

Policy Dates: 12/01/2020 - 12/01/2021

Limits: \$10,000,000 xs \$10,000,000

**** Supplemental Name ****

3 Point Payment Processing

Applied Information Group Inc.

Applied Revenue Analytics LLC

Double Positive Marketing / Clickspark

Diamond Marketing Solutions Group

Diamond Communication Solutions

Garfield Group

Globalex Corporation dba RevoPay

Formost MediaOne

Gustave Solutions

JJT Enterprises, Inc.

Mansel Group Inc DBA What Counts

Miria Systems Inc

National Business System

AGENCY CUSTOMER ID: CN131397857

LOC #: Philadelphia

**ADDITIONAL REMARKS SCHEDULE**Page 3 of 3

AGENCY Marsh USA Inc.		NAMED INSURED OSG Holdings, Inc. et al 100 Challenger Road, Suite 303 Ridgefield Park, NJ 07660
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

National Data Services
NCP Solutions LLC
WORDS, DATA AND IMAGES, LLC DBA GABRIEL GROUP
Windsor Circle
The Pisa Group
Telereach, Inc.
SouthData, Inc.
Paybox Corp.
Output Services Group d/b/a OSG Billing
Microdynamics Corporation and all subsidiaries - But only with respect to E&O and Cyber Liability.

From: [Darby, Willie S.](#)
To: [Baker, Brenda](#)
Subject: Re: SouthData Contract Amendment
Date: Tuesday, January 26, 2021 12:58:34 PM

Hi Brenda:

The SouthData COI is hereby approved.

Thanks,
Willie

Sent from my iPhone

On Jan 26, 2021, at 12:26 PM, Baker, Brenda <bwcbaker@dconc.gov> wrote:

Hi Willie,

Please review the updated COI from SouthData. I believe it is up to standard now, just need your approval.

Thank you,
Brenda

From: Lora H. Southard <Lora.Southard@osgconnect.com>
Sent: Tuesday, January 26, 2021 12:05 PM
To: Baker, Brenda <bwcbaker@dconc.gov>
Cc: Kelvin R. Byrd <kelvin.byrd@osgconnect.com>
Subject: FW: SouthData Contract Amendment

Brenda,
Please find attached the updated COI.

Thanks,
Lora

Lora H. Southard
Senior Vice President Sales
Tel: 336-719-5000
336.783.5944 Direct
336.688.5385 Mobile

osgconnect.com

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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:
 - i. **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)	 \$0.09
26,445 annual volume	
8.5 x 5.5 postcard	
B&W	
Folded	
Tabbed	
 Voter Information Card (per card)	 \$0.09
31,390 annual volume	
8.5 x 5.5 postcard	
B&W	
Folded	
Tabbed	

Postage will be invoiced at cost

NCOA Services

Annual Fee.....	\$300.00
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 DVD).....	\$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	