

CONTRACT AGREEMENT – COMMODITIES**Section 4**

This Agreement is effective as of the [insert date] of [insert month], [insert year], by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the “County”), and the Contractor (“Contractor”) set forth below.

Contractor:	The Tattnall Journal, Inc. dba Tattnall Ballot Solutions
ITBC Contract No. & Title:	22ITBC031722C-MH Ballot Printing
Address:	P.O. Box 278 114 B North Main St. Reidsville, GA 30453
Telephone:	(912) 557-6761
Email:	mail@tattnallballot.com
Contact Name & Title:	Russell J. Rhoden

This agreement was approved by the Fulton County Board of Commissioner on April 13, 2022, BOC# 22-0239.

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of this Agreement:

Exhibit 1: Solicitation Document

Exhibit 2: Contractor Bid Form Response (attached)

1. Contract Term

- 1.1 **Initial Term:** The initial term of this Agreement will be for one year. This Agreement shall commence on the [13, day of April , 2022 and end on 31st, day of December 2022. The “Commencement Term” of this Agreement shall begin on 13th of April, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022.. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.
- 1.2 **Renewal Terms:** Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as

provided in this Section, then the Term of this Agreement then in effect shall also be deemed the "Ending Term" with no further obligation on the party of either party.

- 1.2.1 Term Subject to Events of Termination: All "Terms" as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County's rights upon termination.
- 1.2.2 Same Terms: Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.
- 1.2.3 Statutory Compliance Regarding Purchase Contracts: The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith, then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

2. Compensation

The total contract amount for the Project shall not exceed \$76,610 approved by BOC, (Seventy Six Thousand, Six Hundred Ten Dollars and No Cents) , which is full payment for a complete scope of work. The detailed costs are provided in Exhibit 2, Bid Form Response.

3. Description of Goods

The Contractor agrees to provide all goods, services, and other deliverables in compliance with the specifications contained in the ITBC solicitation document and the terms of this Agreement.

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

DocuSigned by:

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Dick Anderson, County Manager

ATTEST:

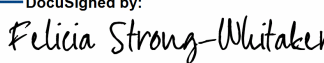
DocuSigned by:

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Tonya R. Grier
Clerk to the Commission
(Affix County Seal)

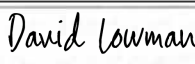


APPROVED:

DocuSigned by:

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Felicia Strong-Whitaker
Chief Purchasing Agent

APPROVED AS TO FORM:

DocuSigned by:

DEC92E0ADEFB4B8...
Office of the County Attorney

DocuSigned by:

AEB08E4890C64D2...
Nadine Williams, Director
Registration and Elections

APPROVED AS TO CONTENT

CONTRACTOR:

The Tattnall Journal, Inc.
dba Tattnall Ballot Solutions



Russell J. Rhoden
President / CEO

ATTEST:

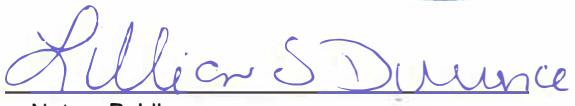


DocuSigned by: Dawn H. Rhoden
Secretary

(Affix Corporate Seal)



ATTEST:



Notary Public

County: Tattnall

Commission Expires: 12-29-22

(Affix Notary Seal)



ITEM#: 22-0239 RM: 4/13/2022
REGULAR MEETING

ITEM#: _____ RCS: _____
RECESS MEETING

EXHIBIT 1

SOLICITATION DOCUMENT

(By reference made a part of this Agreement)

EXHIBIT 2

BID FORM RESPONSE

The County agrees to compensate the Contractor for all the materials provided under this Agreement in an amount not to exceed \$76,610.00 (seventy-six thousand, six hundred ten dollars and zero cents). The detailed costs are provided on the attached Bid Form/Awarded Lines.

Award all Lines

SECTION 4 - BID FORM

Submitted To: Fulton County Government

For: **22ITBC031722MH-C, BALLOT PRINTING**

Submitted By: Russell J. Rhoden

Bid Due Date:

Instructions: This Bid Form must be submitted in its entirety as an attachment with the Bid response submitted electronically using the County's on-line Vendor Self Service System.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals is or are named herein and that no other person than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it examined the scope of work and is informed fully in regard to all conditions pertaining to the work to be provided and has examined the contractual documents relative thereto and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; and is satisfied relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary in the itemized cost and to complete the work in full and complete accordance with the scope of work shown, noted, and reasonably intended requirements of the scope of work to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE TOTAL COST IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER.

TOTAL COST AMOUNT (Total amount for all items) [Include this section only if awarding to overall lowest responsive and responsible bidder]

\$ \$76,610.00
(Dollar Amount in Numbers)

Seventy-six thousand six hundred ten dollars and no cents
(Dollar Amount in Words)

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are the estimated annual use and are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to provide the item(s) at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that the item(s) will be provided at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon order, at which time adjustments will be made to the contract amount by direct increase or decrease.

Unit Pricing (The County shall award to the overall lowest responsive and responsible bidder complying with the provisions of this ITBC)

ITEM DESCRIPTION	UNIT PRICE (\$)	ESTIMATED QUANTITY	COST (\$)
Ballots Printed for Absentee Voting Non Partisan Advance Voting printing based on 5% of 820,000 registered voters - size 11" or 14"	\$0.31	41000	\$12,710.00
Ballots Printed for Absentee Voting Non Partisan Election Day printing based on 20% of 820,000 registered voters - size 11" or 14"	\$0.31	164,000	\$50,840.00
Pre-filled Ballots. Pre-filled ballots for test desk based on 5% of 820,000 registered voters size 11" or 14"	\$0.31	41,000	\$12,710.00
One time Setup Fee for Ballot Style Setup	\$250.00	1	\$250.00
Delivery of Ballots	\$50.00	2	\$100.00

Ballot Printed for Absentee voting non-partisan advance voting printing based on 5% of 820,000 registered voters- size 11" or 14". Ballots printed for absentee voting non-partisan election day printing based on 20% of 820,000 registered voters-size 11" or 14". Pre-filled ballots pre-filled ballots for text desk based on 5% of 820,000 registered voter's size 11" or 14"

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein:

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

SUBMITTED BY:

BIDDER NAME: The Tattnall Journal, Inc. dba Tattnall Ballot Solutions

ADDRESS: PO Box 278 114 B North Main St.

CITY/STATE/ZIPCODE: Reidsville, Georgia 30453

CONTACT NAME: Russell J. Rhoden

EMAIL ADDRESS: mail@tattnallballot.com

BUSINESS PHONE: 912-557-6761

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

Name	Address
Russell J. Rhoden	PO Box 278 Reidsville, GA 30453
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

END OF SECTION



1201 18TH STREET, SUITE 210, DENVER, CO 80202

June 18, 2021

Russ Rhoden, CEO
Tattnall Printing
114 B. North Main St.
Reidsville, GA 30453

Dear Russ:

Dominion extends to Tattnall Printing, of Reidsville, GA, a two-year qualification as a manufacturer and finisher of ImageCast ballots within the state of Georgia. This is granted based on the scope of testing under Dominion's Independent Printer Qualification process. The scope of testing included:

- 11" to 18" ballots both one and two sided
- Black and white ballots
- Ballots printed on a OCE VarioPrint press located at the Georgia facility.

Test Procedures:

Visual Inspection: Ballots appeared to be free of blemish or damage. Scores were properly placed within finishing specifications. Packaging looked professional and met the requirements.

Measurements: Samples of all batches were taken with no measurement reading outside of required limits

Scan Testing: All ballots scanned without issue.

Ink/Toner Fastness: Ballots met required limits.

Densitometer Readings: Ballot ink/toner density met required limits

The address and contact information for Tattnall Printing is listed below:

Tattnall Printing
114 B. North Main St.
Reidsville, GA 30453

Russ Rhoden
russrhoden@tjournal.net
912-557-6761

This 2-year qualification is conditional with the compliance of the qualification terms and conditions. Violation of these terms could result in this qualification to be revoked.

Dominion will not be auditing or testing Tattnall Printing on an ongoing basis. It the responsibility of Tattnall Printing to continue operational practices to keep ballots within specification.

As always, thank you for your participation in our quality program.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Paul Holmes".

R. Paul Holmes
Dealer Channel & Print Qualification Manager
Dominion Voting Systems

EXHIBIT 3
CONTRACT COMPLIANCE
DOCUMENTS

SECTION 5
CONTRACT COMPLIANCE REQUIREMENTS
22ITBC031722MH-C, BALLOT PRINTING

NON-DISCRIMINATION IN PURCHASING AND CONTRACTING

It is the policy of Fulton County Government that discrimination against businesses by reason of the race, color, gender or national origin of the ownership of any such business is prohibited. Furthermore, it is the policy of the Board of Commissioners ("Board") that Fulton County and all vendors and contractors doing business with Fulton County shall provide to all businesses the opportunity to participate in contracting and procurement paid, in whole or in part, with monetary appropriations of the Board without regard to the race, color, gender or national origin of the ownership of any such business. Similarly, it is the policy of the Board that the contracting and procurement practices of Fulton County should not implicate Fulton County as either an active or passive participant in the discriminatory practices engaged in by private contractors or vendors seeking to obtain contracts with Fulton County.

REQUIRED FORM

In order to be compliant with the intent and provisions of the County's Non-Discrimination in Purchasing and Contracting Policy, Bidders **must** complete and upload the completed Contract Compliance Requirements document.

WORK CATEGORY: GOODS

BUSINESS CLASSIFICATION

The firm that will provide the scope of work/service(s) **IS NOT** , **IS** a Minority or Female owned and controlled business enterprise. Check the appropriate box.

- African American (AABE)**
- Asian American (ABE)**
- Hispanic American (HBE)**
- Native American (NABE)**
- White Female American (WFBE)**
- Small Business (SBE)**
- Service Disable Veteran (SDVBE)**
- Disadvantage Business (DBE)**

****If yes, Bidder must submit a copy of recent certification with a governmental agency (i.e., Fulton County, City of Atlanta, MARTA, etc.) or professional organization (i.e. GSMD, WBENC, SBA, etc.).**

Male or **Female (Check the appropriate box)**

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (Russell J. Rhoden),
Name

President / CEO

The Tattnall Journal, Inc dba Tattnall Ballot Solutions

Title

Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102-436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: Russell J. Rhoden

TITLE: President / CEO

SIGNATURE: 

ADDRESS: PO Box 278 114 B. North Main St. Reidsville, GA 30453

PHONE NUMBER: 912-557-6761

EMAIL: mail@tattnallballot.com