



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR**

**Cooperative Agreement NASPO ValuePoint  
#22PSX0086AD, IT Managed Service Providers**

**For**

**Fulton County Department of Information  
Technology**

**PARTICIPATING ADDENDUM BETWEEN**  
**UWORK, INC. DBA COVENDIS AND**  
**FULTON COUNTY, GEORGIA**

A] The State of Connecticut, acting by its Department of Administrative Services, in collaboration with NASPO ValuePoint cooperative contract consortium of the National Association of State Procurement Officers, LLC, competitively solicited RFP 22PSX0086: IT Managed Service Providers, then awarded to uWork, Inc. dba Covendis ("Contractor"), which resulting contract 22PSX0086AD and its amendments (collectively the "Master Agreement"), is incorporated herein by reference and included in **Exhibit A**;

B] The Master Agreement allows any state, political subdivision, or other legal entity, to use the Master Agreement AND place orders thereunder by executing participating addendums.

C] Fulton County, Georgia, a political subdivision of the State of Georgia, chartered by an Act of the Georgia General Assembly, managed and controlled by the Fulton County, Georgia ("County"). COUNTY is a political subdivision and desires to participate in the Master Agreement on and subject to the modifications, special stipulations, terms, and conditions set forth herein below.

*Accordingly, for good and valuable consideration*, the receipt of sufficiency of which is acknowledged, this Participating Addendum Agreement (the "Participating Addendum" or "Agreement") is made by and between Contractor and COUNTY for the purpose of allowing COUNTY to participate in and place orders under the Master Agreement, subject to the modifications and special stipulations, terms and conditions set forth herein below.

- 1) **MASTER AGREEMENT.** COUNTY hereby elects to participate in the Master Agreement and Contractor agrees to provide the products and services to COUNTY in accordance with the terms and conditions of the Master Agreement, except as amended, modified and/or supplemented hereinbelow. The Master Agreement, and this Participating Addendum shall be collectively referred to as the "Agreement." In the event of an inconsistency among the Master Agreement and this Participating Addendum, the Participating Addendum has precedence, then the Master Agreement.
- 2) **GOVERNING LAW.** The Agreement shall be interpreted under, governed by, and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Contractor consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts. Contractor waives all statutory service of process requirements and expressly consents to service of process by mail delivery to Contractor at the address provided by Contractor on the signature page below. Contractor waives any and all objections Contractor may now or hereafter have based on venue or forum *non conveniens*.
- 3) **INITIAL TERM.** The initial term/base period for this Agreement shall commence August 12, 2025 and end on December 31, 2025.
- 4) **OPTIONAL RENEWAL TERMS.** In addition to the base period of one (1) year, COUNTY may, in its sole discretion, renew the Agreement for four (4) additional one-year periods (each a "Renewal Term") not to exceed however, the expiration date of the Master Agreement, and contingent upon the renewal of the Master Agreement for successive years.

- 5) **MSP SERVICE FEE AND VMS SERVICE FEE.** COUNTY will not pay the MSP Service Fee, nor the VMS Service Fee under this Participating Addendum. These fees will be covered by the Contractor or the Contractor's Staffing Resource Providers, and not by COUNTY. The Fee Structure for the Agreement is incorporated herein by reference and included in **Exhibit B**.
- 6) **SECTION 36-60-13 COMPLIANCE.** Additionally, as required by O.C.G.A. § 36-60-13, this Agreement shall terminate absolutely and without further obligation on the part of COUNTY at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or the Contract, or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless this Agreement is terminated with thirty (30) days' notice prior to the end of the calendar year, or in accordance with the Contract.
- 7) **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor agrees to and shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Pursuant to O.C.G.A. § 13-10-91 no vendor, contractor or subcontractor may enter into a contract with a public employer for the physical performance of services unless the vendor, contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. If Contractor is providing services to COUNTY, Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents attached as **Schedule 1**.
- 8) **OPEN RECORDS ACT.** Contractor acknowledges and agrees that COUNTY is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Notwithstanding any provision to the contrary contained in this Agreement, Contractor acknowledges and agrees that COUNTY shall comply with requests for information pursuant to applicable state and federal laws and regulations, including without limitation the Georgia Open Records Act O.C.G.A. § 50-18-70 *et seq.* without notice to Contractor prior to compliance.
- 9) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** Contractor's employees, agents and affiliates (collectively "Contractor") may have access to or become aware of COUNTY's confidential information including without limitation COUNTY's strategic plans, employee data, student data and other such Information of COUNTY (collectively referred to as the "**Confidential** Information"). Contractor shall presume that all information received pursuant to the Agreement or in the course of fulfilling Contractor's responsibilities to COUNTY under the Agreement is Confidential Information unless otherwise expressly designated by COUNTY. Contractor must maintain industry standard technical safeguards in order to preserve and protect the confidentiality of COUNTY's data and to protect and prevent unauthorized disclosure and use of student and personnel information. All Confidential Information as well as other documents, data, and information provided to the Contractor by COUNTY is and will remain the property of COUNTY to the extent that it was the property of COUNTY at the time it was provided to the Contractor. All Confidential Information and COUNTY data shall be returned to COUNTY by the Contractor within thirty (30) days following termination of the Agreement without cost to COUNTY, with no copies retained by Contractor. If requested by COUNTY, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, Information and belief, all Confidential Information and all copies thereof have been delivered to COUNTY and removed from Contractor's systems with no copies retained by Contractor.

- 5) **MSP SERVICE FEE AND VMS SERVICE FEE.** COUNTY will not pay the MSP Service Fee, nor the VMS Service Fee under this Participating Addendum. These fees will be covered by the Contractor or the Contractor's Staffing Resource Providers, and not by COUNTY. The Fee Structure for the Agreement is incorporated herein by reference and included in **Exhibit B**.
- 6) **SECTION 20-2-506 COMPLIANCE.** Additionally, as required by O.C.G.A. § 20-2-506, this Agreement shall terminate absolutely and without further obligation on the part of COUNTY at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed, unless earlier terminated as provided in this Agreement or the Contract, or renewed as provided herein. During the Term, this Agreement will be automatically renewed for the following calendar year unless this Agreement is terminated with thirty (30) days' notice prior to the end of the calendar year, or in accordance with the Contract.
- 7) **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT.** Contractor agrees to and shall comply with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, *et seq.* as amended and Georgia Department of Labor Rule 300-10-1, *et seq.* is required. Pursuant to O.C.G.A. § 13-10-91 no vendor, contractor or subcontractor may enter into a contract with a public employer for the physical performance of services unless the vendor, contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. If Contractor is providing services to COUNTY, Contractor is required to affirm compliance by completing the appropriate Georgia Security and Immigration Compliance documents attached as **Schedule 1**.
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- 9) **CONFIDENTIALITY, PRIVACY, AND SECURITY.** Contractor's employees, agents and affiliates (collectively "Contractor") may have access to or become aware of COUNTY's confidential information including without limitation COUNTY's strategic plans, employee data, student data and other such Information of COUNTY (collectively referred to as the "**Confidential Information**"). Contractor shall presume that all information received pursuant to the Agreement or in the course of fulfilling Contractor's responsibilities to COUNTY under the Agreement is Confidential Information unless otherwise expressly designated by COUNTY. Contractor must maintain industry standard technical safeguards in order to preserve and protect the confidentiality of COUNTY's data and to protect and prevent unauthorized disclosure and use of student and personnel information. All Confidential Information as well as other documents, data, and information provided to the Contractor by COUNTY is and will remain the property of COUNTY to the extent that it was the property of COUNTY at the time it was provided to the Contractor. All Confidential Information and COUNTY data shall be returned to COUNTY by the Contractor within thirty (30) days following termination of the Agreement without cost to COUNTY, with no copies retained by Contractor. If requested by COUNTY, an officer of the Contractor will certify in writing that, to the best of his/her knowledge, Information and belief, all Confidential Information and all copies thereof have been delivered to COUNTY and removed from Contractor's systems with no copies retained by Contractor.

- 10) **ASSIGNMENT.** Neither Party may assign this Agreement or the Party's rights and obligations under the Agreement for any reason without the prior written consent of the other Party, which consent may be withheld for any reason.
- 11) **PROHIBITED AGREEMENTS.** Any provision contained in the Agreement or any Contractor document that (a) violates the prohibition against a pledge of credit by COUNTY, or (b) requires COUNTY to expend funds for purposes other than educational purposes, or (c) constitutes a waiver of COUNTY' sovereign immunity, or (d) required COUNTY to pay interest, collection fees, penalties or liquidated damages; or (e) constitutes an illegal gratuity or (f) requires COUNTY' indemnification of Contractor is null and void.
- 12) **USE OF COUNTY' NAME, LOGO OR TRADEMARK.** Contractor may not use COUNTY' name, logo or trademark in any manner without first obtaining COUNTY's written consent separate and apart from this Agreement. Any request by Contractor shall include a detailed description of how COUNTY' name, logo and/or trademark will be used along with proposed depictions of such use. Any consent provided by COUNTY may be subsequently terminated by COUNTY with notice to Contractor, in which event the Contractor shall cease using COUNTY' name, logo or trademark effective on the date of termination.
- 13) **GENERAL INSURANCE REQUIREMENTS.** The following insurance requirements apply to all work under this Agreement by the Contractor and its subcontractors of any tier:
  - a. The Contractor shall provide a current certificate of insurance as required within five (5) days after notification issued by the COUNTY Purchasing and Warehouse Operations Services Department.
  - b. All insurance required by this Agreement shall be maintained during the entire length of this Agreement, including any extensions thereto, and until all work has been completed to the satisfaction of the COUNTY. All insurance must be on an occurrence basis unless otherwise specified.
  - c. Policies written on a "claims made" basis (typically, cyber, professional liability, and pollution liability) shall include the following provisions:
    - i. The retroactive date must be shown on the certificate of insurance.
    - ii. Insurance must be maintained for at least two (2) years after completion of the work and/or Agreement.
  - d. If coverage is canceled or non-renewed after the work has been completed and/or the Agreement has ended, the Contractor must purchase the extended reporting period for at least two (2) years.
  - e. The Contractor or any of its subcontractors shall not commence work under the Agreement until all insurance requirements have been complied with and until evidence of all insurance requirements in each contract with each subcontractor of any tier is provided, and the Contractor shall require the same to comply with all such requirements
  - f. COUNTY does not represent that coverage and limits will necessarily be adequate to protect the Contractor. Insurance provided by the Contractor shall not limit the Contractor's obligation to indemnify and defend COUNTY for claims or suits which result from or connected with the performance of this contract.
  - g. COUNTY shall be covered as an Additional Insured, where applicable, under all insurance required by this Agreement. Confirmation of this shall appear on all certificates of insurance and on all applicable policies. The title of the awarded Agreement shall also appear on all applicable policies.
  - h. COUNTY shall be given no less than thirty (30) days' notice of cancellation, material change, or nonrenewal of insurance policies required under this Agreement.

- i. Each and every insurance agent shall warrant when signing the certificate of insurance that she/he is acting as an authorized representative on behalf of the company or companies affording insurance coverage under the Agreement and that she/he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.
- j. All companies providing insurance required by this Agreement shall meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance. For all contracts, regardless of risk, companies providing insurance under this Agreement must have a current:
  - i. Best's Rating not less than A-
  - ii. Best's Financial Size Category not less than Class VII
- k. In the event the Contractor neglects, refuses, or fails to provide insurance required by the Agreement, or if such insurance is canceled for any reason, COUNTY shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Contractor or COUNTY shall have the right to cancel the Agreement.
- l. All policies shall provide a Waiver of Subrogation in favor of COUNTY.

**14) REQUIRED INSURANCE COVERAGE.**

- a. Workers' Compensation and Employer's Liability Insurance. The Contractor shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits. Such insurance is to cover each employee who is or may be engaged in work under this Agreement.
  - i. Workers Compensation: Statutory limit
  - ii. Employers Liability:
    - 1. \$500,000 Bodily Injury by Accident – Each Accident
    - 2. \$500,000 Bodily Injury by Disease – Each Disease
    - 3. \$500,000 Bodily Injury by Disease – Each Employee
- b. Comprehensive General Liability Insurance.
  - i. \$2,000,000 General Aggregate
  - ii. \$2,000,000 Products & Completed Operations Aggregate
  - iii. \$1,000,000 Each Occurrence
  - iv. \$1,000,000 Personal & Advertising Injury
  - v. \$ 500,000 Damages to Premises / Fire Legal
  - vi. \$ 5,000 Medical Payments
- c. Automobile Liability Insurance. The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000 for bodily injury and property damage combined single limit except for products or services that are remote. The following extensions of coverage shall be provided and indicated on the certificate of insurance.
  - i. Owned, hired, leased and non-owned vehicles must be covered.
  - ii. If the Contractor does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Contractor's personal automobile policy or the Comprehensive General Liability coverage required under this Agreement.
- d. Umbrella Liability Insurance. The Contractor shall procure and maintain Umbrella Liability Insurance in an amount not less than \$1,000,000 per occurrence / \$2,000,000 aggregate.

- e. Cyber Liability Insurance. This is required for all software, computer hardware installation, data access, data integrations, data usage, cloud storage, SaaS, and/or technology-related contracts. Insurance shall be maintained at least two (2) years after the completion of the work and/or Agreement.
  - i. \$1,000,000 Each Claim/Wrongful Act
  - ii. \$2,000,000 Annual Aggregate
  - iii. \$1,000,000 Business Interruption
  - iv. \$1,000,000 Data Recovery
  - v. \$500,000 Cyber Extortion Expenses
  - vi. \$50,000 Cyber Extortion/Ransom Payments
  - vii. Coverage shall include at a minimum:
    - 1. Information Security and Privacy Liability
    - 2. Regulatory Fines and Penalties
    - 3. Payment Card Industry (PCI)—if credit cards and/or banking information is obtained or accessed.
    - 4. Ransomware

15) **NOTICE.** All notices shall be in writing and shall be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (a) on the date delivered if delivered personally, (b) on the first business day following the date of dispatch if delivered by overnight delivery service, or (c) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail. Notice to COUNTY must be sent to each address set forth below.

- a. Chief Information Officer, Information Technology  
141 Pryor St S.W, Suite  
Atlanta, Georgia 30303  
Attn: Kevin Kerrigan  
Email: [kevin.kerrigan@fultoncountyga.gov](mailto:kevin.kerrigan@fultoncountyga.gov)
- b. Chief Purchasing Agent, Department of Purchasing & Contract Compliance  
130 Peachtree Street, S.W., Suite 1168  
Atlanta, Georgia 30303  
Attn: Felicia Strong-Whitaker  
Email: [felicia.strong-whitaker@fultoncountyga.gov](mailto:felicia.strong-whitaker@fultoncountyga.gov)
- c. By the County: uWork.com, Inc. d/b/a Covendis Technologies, Inc.  
200 Walker Street, SW, Suite B  
Atlanta, GA 30313  
Attn: Sarah Loftus  
Email: [Sarah.loftus@covendis.com](mailto:Sarah.loftus@covendis.com)

IN WITNESS WHEREOF, the Parties through their duly authorized representatives signing below, executed and agree to be legally bound by the terms, conditions, and provisions of these Special Stipulations and the overall Agreement.

## Schedule 1

### E-VERIFY COMPLIANCE AND E-VERIFY AFFIDAVIT INSTRUCTIONS

In order to conduct business with Fulton County, Georgia ("County"), the Contractor must complete the Contractor Affidavit of Compliance form and the Subcontractor Affidavit of Compliance form, if applicable. If the Contractor is exempt from E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must complete the Contractor Affidavit of Exception form. Below are the instructions on how to complete the forms.

**Contractor Affidavit of Compliance** - In order to comply with State law, regulations, and COUNTY policies and procedures, COUNTY requires a completed, signed, and notarized Contractor Affidavit of Compliance confirming E-Verify compliance from any vendor providing labor or services in an amount that exceeds \$2,499. The E-Verify program is a federal program operated by the US Customs & Immigration Services branch of the Department of Homeland Security.

- a) First, register your company at: <https://www.e-verify.gov/e-verify-enrollment> if you have not already done so.
  - For questions regarding E-Verify - visit: <https://www.e-verify.gov/contact-us> or email E-verify@dhs.gov or call 888-464-4218.
- b) Log in to your registration account at: <https://e-verify.uscis.gov/web/Login.aspx> and view your Memorandum of Understanding (MOU).
  - Your company ID Number is listed at the top of every page.
  - This is NOT your E-Verify user ID, COUNTY Vendor ID, or Tax ID.
- c) Complete, sign, and notarize the attached Contractor Affidavit of Compliance and submit to COUNTY.
  - Please make sure the Notary seal is legible.
  - "Name of Contractor or subcontractor" is same as Vendor's Name.
  - "Name of Project" – This can be left blank.
  - "Date of Authorization" is the date you registered for E-Verify.
  - "Federal Work Authorization User Identification Number" is a six or seven digit number.

**Subcontractor Affidavit of Compliance** – If the Contractor is using a subcontractor to perform the services under this contract, the Subcontractor must register and participate in E-Verify and sign, notarize, and submit the Subcontractor Affidavit of Compliance, as well.

**Contractor Affidavit of Exception** – If the Contractor meets the following exceptions for E-Verify compliance under O.C.G.A. 13-10-90, *et seq.*, the Contractor must fill out, sign, notarize, and submit the Affidavit of Exception form. Exceptions include:

- a) The Contractor is a sole proprietor with no employees, subcontractors, or sub-subcontractors, **and** it will not use or hire employees, subcontractors, or sub-subcontractors for any work performed for COUNTY under the contract. This requires submission of a Georgia driver's license or a license from an approved state.
- b) The Contractor will provide **goods only** to Fulton County, Georgia and will not render any services to Fulton County, Georgia. *If your company provides goods along with ancillary services, such as maintenance, repairs, help desk support, customer support, technological support, or any other ancillary services, your company cannot file an Affidavit of Exception and must register with E-Verify.*
- c) The Contractor is a foreign company, and the work performed under the contract will be done in a foreign country by residents of that country.
- d) The Contractor is an individual who is licensed pursuant to Official Code of Georgia Title 26 or Title 43, or by the State Bar of Georgia; whose license is in good standing, and the Contractor is the individual who will be performing the services under the contract.



OWNER:

FULTON COUNTY, GEORGIA

Signed by:

*Robert L. Pitts*

14E1B4AA5E6A44A...

Robert L. Pitts, Chairman  
Board of Commissioners

ATTEST:

Signed by:

*Tonya R. Grier*

EEC476C4837648D...

Tonya R. Grier  
Interim Clerk to the Commission

Signed by:

(Affix County Seal)



APPROVED AS TO FORM:

Signed by:

*Chad Alexis*

968A614CF1584A5...

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

*Kevin Kerrigan*

E93663FAC4B546B...

Kevin Kerrigan, CIO  
Department of Information Technology

CONSULTANT:

UWORK.COM, INC. D/B/A COVENDIS  
TECHNOLOGIES, INC

*Raymond Tsao*

Raymond Tsao, CEO  
Covendis Technologies

ATTEST:

Secretary/  
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

*Derrick L. McLaughlin II*

Notary Public

County: *NEW HAVEN*

Commission Expires: *07/31/2027*

(Affix Notary Seal)



Item #25-0606

BOC Date: 08/20/2025

# **ATTACHMENT A**

# **MASTER AGREEMENT**

The Contractor shall provide On-Call IT Services for the Fulton County Department of Information Technology.

- A. The contractor shall provide the temporary staffing positions detailed in Attachment C as well as other critical positions determined by the Chief Information Officer to address business continuity and operations.

B. Normal Hours of Work

Normal business hours are 8:30 AM to 5:00 PM, Monday through Friday. Completed. Exceptions to these hours (including holidays, Saturdays, and Sundays) must have prior written approval of the County.

C. Observed Holidays

The County observes the following holidays (see Exhibit 1):

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veteran's Day
Memorial Day	Thanksgiving
Juneteenth Day	Christmas
Independence Day	New Year's Eve

D. Pay Period

The Contractor's pay periods shall coincide with the County's pay periods (See Exhibit 1).

E. Automated Time and Attendance System

The Agency must utilize an automated time and attendance system to document employees' time and attendance.

F. Dashboard

The contractor shall provide the County with access to the Dashboard to track recruitment and on-boarding efforts.

G. Reporting Responsibility

The Contractor will report directly to the Chief Information Officer of the Department of Information Technology or his designated representative.

H. Work Locations

Temporary Staff positions identified will report to the locations as directed by the County.

- I. Contractor shall provide information technology (IT) vendor managed services. The IT vendor managed service is the provision and management of an organization's contingent workforce by Contractor using an end-to-end web-based technology solution. Typical responsibilities of Contractor will include overall program management, reporting and tracking, resource acquisition, performance oversight, need analysis and consultation, consolidated billing, and help desk support.

### **Web Based Solution**

- The Contractor shall implement and maintain a customized web-based vendor management solution, which should be provided as a service and not as a licensed software that minimally includes the following capabilities:
  - o IT professional staffing search and recruitment capabilities, including specialized and niche IT area.
  - o IT professional candidates resume submission and selection capabilities.
  - o IT professional candidate ranking capabilities.
  - o Reporting capabilities for both standard and ad hoc reports
  - o On-line search and query functions
  - o Ability to capture and manage expenditures.
  - o Ability to track, monitor and manage IT professional performance.
  - o Customization to meet needs.
  - o Timekeeping and invoicing functionality
  - o Ability to complete, approve and transmit SOW to contractors.
  - o Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information.
  - o Contractor performance feedback capability
  - o Other capabilities related to services as requested.
- Contactor shall provide qualified, competent, licensed, and certified IT professionals with the specific technical expertise, experience, licenses, certifications, and other qualifications requested.
- In cases where special licenses, accreditations, or certification within five business days upon request.
- Contractor shall require any IT professional provided by Contractor to adhere to FCIT and standards.
- Contractor shall submit billing to include frequency minimally, billing must include:
  - o Contractor federal tax identification number
  - o Purchase order number

- o IT professional's name and position
  - o Actual hours worked (billed)
  - o Hourly rate billed
  - o Vendor management services fee
- The contractor is solely responsible for the payment of all salaries, wages, bonuses, social security, taxes, federal and state unemployment insurance, liability and workers' compensation, employee benefits, and all taxes related to IT professionals. The contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hourly laws, safety and health requirements and collective bargaining laws, policies, and standards.

## **Ordering**

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. The contractor shall prepare a written proposal with pricing and submit it to the requesting entity within five days of the request being submitted.

## **Requirements for Statements of Work**

- Each SOW must, at a minimum, set forth the following:
  - o Hours, schedule, location of workplace
  - o Clearly defined milestones and deliverables (services) to be provided by Contractor
  - o FCIT requirement for reporting requirements
  - o Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by FCIT)
  - o Applicable technical standards required
  - o FCIT policies and procedures
  - o Applicable time frames or implementation schedule for the deliverables and services
  - o Evaluation, testing, and acceptance requirements
  - o Cost of the deliverables and services per product and pricing schedule, and a payment schedule for the same
  - o Position title and name of IT professional(s) performing under SOW
  - o Support and maintenance obligations, if required
  - o Additional background checks if warranted
- Revisions outside of the scope of the SOW or changing the scope of the SOW will not be allowed. A new SOW must be submitted and approved by all parties.
- Replacement of IT Professional
  - o If an IT professional currently performing work separates from the Contractor's employment, the Contractor shall notify FCIT as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall notify FCIT in writing within twenty-four hours in the event of the anticipated departure of an IT professional.

- o At FCIT's discretion, the Contractor will replace any IT professional with an equally or more experienced IT professional at no additional cost. The Contractor shall submit to FCIT, no later than two business days after the removal of an IT professional, the cost value of the proposed replacement IT professional and such information as FCIT may request for review prior to having the IT professional begin to perform. The Contractor shall also arrange for orderly and timely transfer of knowledge related to the IT professional assignment(s)
  - o Upon receipt of written notice of replacement or removal of the IT professional, the Contractor shall immediately re-direct the IT professional's duties relative to FCIT in accordance with the requirement or the notice and if requested, deliver to FCIT all records as may have been accumulated by the IT professional in performance, whether completed or in progress.
- If Contractor provided IT professionals fails to perform or is found to lack the basic skills for which she/he was selected, or the Contractor dismisses any IT professional prior to the end date specified in the purchase order, FCIT shall receive a credit based on the following table:

Number of Workday(s) by the IT Professional (1 through 20 days)

Calculation of Customer Credits

Credit for total charges of actual days worked or ten days, whichever is less.

### **1 through 20 days Requesting | Hiring State Entity Responsibility**

- FCIT have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request.
- FCIT shall provide all necessary supplies, equipment, workspace, and parking for the IT professional.
- FCIT shall pay the Contractor for hours worked when a Contractor provides personnel on a specified date and time, and the Contractor's personnel appears on time to perform the specified services.
- FCIT have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause. Relationship between IT Professionals to FCIT
- Contractor and the IT professional do not constitute employees of FCIT and shall not be eligible for any compensation, pension, health care or other similar benefits to which an employee may be eligible to receive, regardless of the duration of the IT professional's working relationship with FCIT or any similarity, intentional or otherwise, to an existing classified job description.
- Contractor and IT professional shall identify themselves as Contractor. Contractor and IT professional shall include such designation as part of their email signature. FCIT shall communicate with any relevant parties that the Contractor or IT professional is serving in a consulting capacity and is not an FCIT employee.

# **ATTACHMENT B**

# **COMPENSATION**

Exhibit B  
Fee Schedule

Master Agreement #: 22PSX0086AD  
EXHIBIT B  
PRICE SCHEDULE

Contractor Name: uWork, Inc. dba Covendis

1. Fees, Rebates and Discounts										
Maximum Key Performer Premium										
15.00%										
TIERED-SCALE MAXIMUM SERVICE FEE AND REBATE PERCENTAGE TABLE										
Description	Unknown Annual Participating Entity Spend	Annual Participating Entity Spend								
		Tier 1	Tier 2	Tier 3	Tier 4	Tier 5	Tier 6	Tier 7	Tier 8	Tier 9
		Less than \$15,000,000.00	\$15,000,000.01 to \$30,000,000.00	\$30,000,000.01 to \$45,000,000.00	\$45,000,000.01 to \$60,000,000.00	\$60,000,000.01 to \$75,000,000.00	\$75,000,000.01 to \$90,000,000.00	\$90,000,000.01 to \$105,000,000.00	\$105,000,000.01 to \$120,000,000.00	Greater than \$120,000,000.01
MSP Service Fee	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.25%	1.00%	1.00%	1.00%
VMS Service Fee	0.50%	0.50%	0.50%	0.50%	0.35%	0.35%	0.35%	0.25%	0.25%	0.25%
Annual Volume-Based Rebate Percentage		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
PROMPT PAYMENT DISCOUNT TABLE										
Payment Period	Prompt Payment Discount									
Net 10	N/A									
Net 25	N/A									
Net 30	N/A									
Net 45	N/A									



# **ATTACHMENT C**

## **SERVICE LEVEL AGREEMENT**



## SERVICE LEVEL AGREEMENT

Scope of Work Requirement	Performance Goal	Reporting Requirement
Requisition to selection ratio Average time to submit at least three (3) and no more than five (5) qualified candidates.	Three (3) business days.	Quarterly
Selected candidates will be available to start and assignment in no more than two (2) weeks.	Pre-employment Screening will be completed within two (2) weeks of the selection.	Quarterly
Selected candidate will not be released within 1 week, due to misrepresentation of qualifications.	95% Satisfaction	Quarterly
Employee will provide no less than a two (2) week notice when ending an active assignment before the agreed upon end date.	95% Compliance	Quarterly
A replacement resource will be provided with a gap of no more than three (3) business days.	95% Compliance	Quarterly
Contract compliance with state and federal employment regulations, contractor performance, employment regulations, taxes and insurance.	100% Compliance	Annual audit report submitted to the DOAS Contract Administrator (unless otherwise requested)
Customer satisfaction results measuring effectiveness and responsiveness of Supplier to providing services within the scope of this contract.	No less than 90% Satisfaction	Quarterly
Supplier shall provide Contingent Workforce Labor to all current and potential sites within the Georgia for all job categories and must have strategies to meet employment demands rural and metro cities and counties. The quality of candidates must be consistent throughout the entire State.	No less than 90% Satisfaction	Quarterly
The supplier shall have a process to monitor for overcharges and to provide credits to the authorized user within no more than seven (7) business days.	100% Compliance	Quarterly

**EXHIBIT 1**

**FULTON COUNTY PAY AND HOLIDAY  
SCHEDULE**

# FULTON COUNTY 2025 PAY AND HOLIDAY OBSERVANCES CALENDAR



HOLIDAY



PAY PERIOD  
ENDING



PAY DAY



JANUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			



New Year's Day  
Wednesday  
January 1



MLK Jr. Day  
Monday  
January 20



President's Day  
Monday  
February 17



Memorial Day  
Monday  
May 26



Juneteenth  
Thursday  
June 19



Independence Day  
Friday  
July 4



Labor Day  
Monday  
September 1



Veterans Day  
Tuesday  
November 11



Thanksgiving  
Thursday & Friday  
November 27 & 28



Christmas Eve & Day  
Wednesday & Thursday  
December 24 & 25



New Year's Eve  
Wednesday  
December 31

# **EXHIBIT 2**

## **CERTIFICATE OF INSURANCE**



COVETEC-01

CAROLYNMDI

DATE (MM/DD/YYYY)

8/27/2025

# CERTIFICATE OF LIABILITY INSURANCE

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).

<b>PRODUCER</b> <b>MD Iverson Group</b> <b>8420 Senola Rd, Suite 208</b> <b>Fairburn, GA 30213</b>	<b>CONTACT NAME:</b> Carolyn Linares	
	<b>PHONE (A/C, No, Ext):</b> (678) 218-5346	<b>FAX (A/C, No):</b> (678) 405-3239
	<b>E-MAIL ADDRESS:</b> clinares@mdiverson.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A :</b> Hanover Insurance Company	
<b>INSURED</b>  <b>uWork.com, Inc. dba Covendis</b> <b>200 Walker St SW, Unit B</b> <b>Atlanta, GA 30313</b>	<b>NAIC #</b> 22292	
	<b>INSURER B :</b> Hanover American Insurance Company	
	<b>INSURER C :</b> Hudson Excess Insurance Company	
	<b>INSURER D :</b> Scottsdale Indemnity Company	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

## 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	ZHA 9669412 13	8/27/2025	8/27/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZHA 9669412 13	8/27/2025	8/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHA 9670106 13	8/27/2025	8/27/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 Products-CO \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WZA-9670069-14	8/27/2025	8/27/2026	<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
C	Cyber Professional			EET 13698 05	8/27/2025	8/27/2026	Cyber Professional \$ 5,000,000
D	X/S Prof. Liab			EKS3587855	8/27/2025	8/27/2026	X/S Prof. Liab \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

<b>Fulton County</b> <b>141 Pryor Street</b> <b>Atlanta, GA 30303</b>	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 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SUMMARY OF COVERAGES

1.	Additional Insured by Contract, Agreement or Permit	Included
2.	Additional Insured – Primary and Non-Contributory	Included
3.	Blanket Waiver of Subrogation	Included
4.	Bodily Injury Redefined	Included
5.	Broad Form Property Damage – Borrowed Equipment, Customers Goods & Use of Elevators	Included
6.	Knowledge of Occurrence	Included
7.	Liberalization Clause	Included
8.	Medical Payments – Extended Reporting Period	Included
9.	Newly Acquired or Formed Organizations - Covered until end of policy period	Included
10.	Non-owned Watercraft	51 ft.
11.	Supplementary Payments Increased Limits	
	- Bail Bonds	\$2,500
	- Loss of Earnings	\$1000
12.	Unintentional Failure to Disclose Hazards	Included
13.	Unintentional Failure to Notify	Included

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured by Contract, Agreement or Permit

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured by Contract, Agreement or Permit

- a. Any person or organization with whom you agreed in a written contract, written agreement or permit that such person or organization to add an additional insured on your policy is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

- b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.



- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.
  - (4) Will not be broader than coverage provided to any other insured.
  - (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.
- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor
  - (4) To any:
    - (a) Owners or other interests from, whom land has been leased which takes place after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The occurrence takes place after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.
- This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" or the offense which caused the "personal and

advertising injury" involved the rendering of or failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract, agreement or permit described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. Additional Insured – Primary and Non-Contributory

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other insurance:

### Additional Insured – Primary and Non-Contributory

If you agree in a written contract, written agreement or permit that the insurance provided to any person or organization included as an Additional Insured under **SECTION II – WHO IS AN INSURED**, is primary and non-contributory, the following applies:

If other valid and collectible insurance is available to the Additional Insured for a loss covered under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

#### a. Primary Insurance

This insurance is primary to other insurance that is available to the Additional Insured which covers the

Additional Insured as a Named Insured. We will not seek contribution from any other insurance available to the Additional Insured except:

- (1) For the sole negligence of the Additional Insured;
- (2) When the Additional Insured is an Additional Insured under another primary liability policy; or
- (3) when b. below applies.

If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.



**b. Excess Insurance**

(1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
- (b) That is Fire insurance for premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner;
- (c) That is insurance purchased by the Additional Insured to cover the Additional Insured's liability as a tenant for "property damage" to premises rented to the Additional Insured or temporarily occupied by the Additional Insured with permission of the owner; or

(d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other Insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (b) The total of all deductible and self insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

**c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each

insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers

**3. Blanket Waiver of Subrogation**

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damage under this coverage form. The damage must arise out of your activities under a written contract with that person or organization. This waiver applies only to the extent that subrogation is waived under a written contract executed prior to the "occurrence" or offense giving rise to such payments.

**4. Bodily Injury Redefined**

**SECTION V – DEFINITIONS**, Definition 3. "bodily injury" is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

**5. Broad Form Property Damage – Borrowed Equipment, Customers Goods, Use of Elevators**

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions** subparagraph j. is amended as follows:

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraphs (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor do they apply to the use of elevators at premises you own, rent, lease or occupy.

b. The following is added to **SECTION V – DEFINITIONS:**

24. "Customers goods" means property of your customer on your premises for the purpose of being:



- a. worked on; or
- b. used in your manufacturing process.
- c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent

#### 6. Knowledge of Occurrence

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

- e. Notice of an "occurrence", offense, claim or "suit" will be considered knowledge of the insured if reported to an individual named insured, partner, executive officer or an "employee" designated by you to give us such a notice.

#### 7. Liberalization Clause

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

##### Liberalization Clause

If we adopt any revision that would broaden the coverage under this Coverage Form without additional premium, within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

#### 8. Medical Payments – Extended Reporting Period

- a. **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**, Paragraph 1. **Insuring Agreement**, subparagraph a.(3)(b) is replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident; and
- b. This coverage does not apply if **COVERAGE C – MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Part or by endorsement.

#### 9. Newly Acquired Or Formed Organizations

**SECTION II – WHO IS AN INSURED**, Paragraph 3.a. is replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.

#### 10. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.(2) is replaced by the following:

##### g. Aircraft, Auto Or Watercraft

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person who, with your consent, either uses or is responsible for the use of a watercraft.

#### 11. Supplementary Payments Increased Limits

**SECTION I – SUPPLEMENTARY PAYMENTS COVERAGES A AND B**, Paragraphs 1.b. and 1.d. are replaced by the following:

- 1.b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- 1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1000 a day because of time off from work.

#### 12. Unintentional Failure to Disclose Hazards

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 6. **Representations:**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

#### 13. Unintentional Failure to Notify

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this policy shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury" or "property damage" is not covered under this policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMERCIAL GENERAL LIABILITY ENHANCEMENT ENDORSEMENT – TECHNOLOGY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SUMMARY OF COVERAGES

1.	Additional Insured – Broad Form Vendors	Included
2.	Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage	Included
3.	Aggregate Limit per Location	Included
4.	Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew	Included
5.	Alienated Premises	Included
6.	Broad Form Named Insured	Included
7.	Damage to your Product	\$50,000
8.	Extended Property Damage	Included
9.	Incidental Malpractice (Employed nurses, EMT's & paramedics)	Included
10.	Mobile Equipment Redefined	Included
11.	Personal Injury – Broad Form	Included
12.	Product Recall Expense	
	- Each Occurrence Limit	\$25,000
	- Aggregate Limit	\$50,000
	- Deductible	\$500
13.	Property Damage Legal Liability – Broad Form	
	- Fire, Lightning, Explosion, Smoke and Leakage from Fire Protective Systems Damage Limit	\$1,000,000

This endorsement amends coverages provided under the Commercial General Liability Coverage Part through new coverages, higher limits and broader coverage grants.

#### 1. Additional Insured – Broad Form Vendors

The following is added to **SECTION II – WHO IS AN INSURED**:

##### Additional Insured – Broad Form Vendors

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for “bodily injury” or “property damage” arising out of “your products” which are distributed or sold in the regular course of the vendor’s business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance

which you are required by the contract or agreement to provide for such vendor;

- (3) Will not be broader than coverage provided to any other insured; and
- (4) Does not apply if the “bodily injury”, “property damage” or “personal and advertising injury” is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 

The insurance afforded to the vendor does not apply to:

  - (1) “Bodily injury” or “property damage” for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This



exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (2) Any express warranty unauthorized by you;
- (3) Any physical or chemical change in the product made intentionally by the vendor;
- (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
- (5) Any failure to make such inspection, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product;
- (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;
- (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (a) The exceptions contained within the exclusion in sub-paragraphs (4) or (6) above; or
  - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
- (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
- (11) Any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

1. Required by the contract or agreement described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## 2. **Additional Insured – Employee and Volunteer Worker Broadened Bodily Injury Coverage**

The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 2.a.(1):

Your "employees" and "volunteer workers" are insured for "bodily injury" that results from the providing of or failure to provide first aid by an "employee" or "volunteer worker", other than a licensed medical provider.

## 3. **Aggregate Limit Per Location**

- a. **SECTION III – LIMITS OF INSURANCE**, the General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

- b. For purpose of this coverage only, the following is added to **SECTION V – DEFINITIONS**:

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

## 4. **Aircraft – Nonowned Hired, Chartered or Loaned with Paid Crew**

The following is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph g.:

This exclusion does not apply to:

### g. **Aircraft, Auto or Watercraft**

An aircraft you do not own that is hired, chartered or loaned with a paid crew.

This exception does not apply if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" liability that would also be covered under this provision, whether the other insurance is primary, excess, contingent or on any other basis. In that case, this provision does not provide any insurance.

**5. Alienated Premises**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph j.(2) is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**6. Broad Form Named Insured**

If you are designated in the Declarations as anything other than an individual, then any organization:

- a. Over which you maintained a combined ownership interest of more than 50% on the effective date of this policy;
- b. That is not a partnership, joint venture or limited liability company; and
- c. That is not excluded by any endorsement to this policy, will qualify as a Named Insured if there is no other similar insurance available to that organization, or that would be available but for exhaustion of its limits.

Any such organization will cease to qualify as a Named Insured as of the date during the policy period when the combined ownership interest of the Named Insureds in the organization equals or falls below 50%.

**7. Damage to Your Product**

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph k. **Damage to Your Product** is replaced by the following:

"Property damage" to "your product" if caused by any of the following:

- (1) Delay in, or failure to begin, complete or deliver, "your product";
- (2) Loss of market;
- (3) Any fraudulent, malicious, criminal or intentional act committed by an insured or with an insured's consent or knowledge; or
- (4) Wear or tear, or gradual deterioration.

Subject to the Products Completed Operations Aggregate Limit, the Damage to "Your Product" Limit shown in the Schedule above is the most that we will pay because of all "property damage" to "your product" arising out of any one "occurrence".

Coverage provided by this section is subject to the Retention stated in the Declarations, and is subject to all other policy terms and conditions.

**8. Extended Property Damage**

**SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions,** subparagraph a. is replaced by the following:

**a. Expected or intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**9. Incidental Malpractice – Employed Nurses, EMT's and Paramedics**

**SECTION II – WHO IS AN INSURED, Paragraph 2.a.(1)(d)** does not apply to a nurse, emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**10. Mobile Equipment Redefined**

**SECTION V – DEFINITIONS, Definition 12.** "Mobile Equipment", paragraph f.(1) does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

**11. Personal Injury – Broad Form**

a. **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions,** subparagraph e. is deleted.

b. **SECTION V – DEFINITIONS, Definition 14,** "Personal and advertising injury" subparagraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION V – DEFINITIONS, Definition 14.** "Personal and advertising injury":

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

- (a) The insured;
- (b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment,



prospective employment or termination of any person or persons by an insured.

d. The following is added to **SECTION V – DEFINITIONS**:

"Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** is excluded either by the provisions of the Coverage Form or by endorsement.

## 12. Product Recall Expense

a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions**, subparagraph n. is replaced by the following:

n. **Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, this exception to the exclusion does not apply to "product recall expenses" resulting solely from:

- (4) Failure of any products to accomplish their intended purpose;
- (5) Breach of warranties of fitness, quality, durability or performance;
- (6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II – WHO IS AN INSURED**, Paragraph 3.:

**COVERAGE A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

c. For the purposes of this endorsement only, the following is added to **SECTION III – LIMITS OF INSURANCE**:

**Product Recall Expense Limits of Insurance**

a. The Limits of Insurance shown in the **SUMMARY OF COVERAGES** of this endorsement and rules stated below fix the most we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

b. The Product Recall Expense Aggregate Limit is the most we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

c. The Product Recall Expense Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the

Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Product Recall Expense Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must take the following actions in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled, including a description of "your product" and the reason for the withdrawal or recall; and
- (2) Cease any further release, shipment, consignment or any other method of

distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. The following definitions are added to **SECTION V – DEFINITIONS:**

"Covered recall," means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product recall expense" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationery, envelopes and postage;
- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
- (3) Remuneration paid to your regular "employees" for necessary overtime;
- (4) Hiring additional persons, other than your regular "employees";
- (5) Expenses incurred by "employees" including transportation and accommodations;
- (6) Expenses to rent additional warehouse or storage space;
- (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal;

You incur exclusively for the purpose of recalling "your product"; and

- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:
- (1) If the "products – completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
  - (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**13. Property Damage Legal Liability – Broad Form**



- a. **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph (after the exclusions) is replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is replaced by the following:

6. Subject to Paragraph 5. above, The Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises from fire, lightning, explosion, smoke and leakage from fire protective systems to premises, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of:

- a. \$1,000,000; or
- b. The Damage to Premises Rented to You Limit shown in the Declarations.

This limit will apply to all damage caused by the same event, whether such damage

results from fire, lightning, explosion, smoke, leakage from fire protective systems or any combination of any of these.

- c. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance**, subparagraph b. **Excess Insurance**, item (a)(ii) is replaced by the following:

- (ii) That is fire, lightning, explosion, smoke or leakage from fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner; or

- d. **SECTION V – DEFINITIONS**, Definition 9. "Insured contract", Paragraph a. is replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke or leakage from fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

- e. This coverage does not apply if Damage to Premises Rented to You is excluded either by the provisions of the Coverage Part or by endorsement.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.



**EXHIBIT 3**

**GEORGIA SECURITY AND IMMIGRATION  
CONTRACTOR AFFIDAVIT**

STATE OF GEORGIA

COUNTY OF FULTON

FORM 1: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT  
AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Covendis Technologies on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

490770

EEV/Basic Pilot Program\* User Identification Number

BY: Authorized Officer of Agent

(Insert Contractor Name) COVENDIS TECHNOLOGIESPRESIDENT

Title of Authorized Officer or Agent of Contractor

RAYMOND TSAO

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 9th day of February, 2023Notary Public: Jennifer LeeCounty: DeKalbCommission Expires: 12-10-2025

<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].



# Fulton County

## Legislation Details

<b>File #:</b>	25-0606	<b>Version:</b>	1	<b>Name:</b>	
<b>Type:</b>	CM Action Item - Open & Responsible Government			<b>Status:</b>	Passed
<b>File created:</b>	6/27/2025			<b>In control:</b>	Board of Commissioners
<b>On agenda:</b>	8/20/2025			<b>Final action:</b>	8/20/2025
<b>Title:</b>	Request approval to utilize cooperative purchasing - Information Technology, NASPO ValuePoint Contract 22PSX0086AD, IT Managed Service Providers in the amount not to exceed \$584,000.00 with uWork.com, Inc. d/b/a Covendis Technologies, Inc., (Atlanta, GA) to provide support for IT services and operation. Effective August 12, 2025 through December 31, 2025.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	1. Exhibit 1 - 2025 Fulton County NASPO PA, 2. Exhibit 2 - Performance Evaluation - uWork.com, Inc. 4.1.25-6.30.25, 3. Exhibit 3 -FY2025 Covendis Scope of Work				

Date	Ver.	Action By	Action	Result
8/20/2025	1	Board of Commissioners		

## Certificate Of Completion

Envelope Id: 0E17E5F8-3BCA-4FFC-BD83-00862364863E		Status: Completed
Subject: Cooperative Contract Agreement-FC-COA-Covendis BOC#25-0606		
Parcel ID:		
Source Envelope:		
Document Pages: 35	Signatures: 4	Envelope Originator:
Certificate Pages: 6	Initials: 0	Elsa D. Castro
AutoNav: Enabled	Stamps: 1	141 Pryor Street
Envelopeld Stamping: Enabled		Purchasing & Contract Compliance, Suite 1168
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		Atlanta, GA 30303
		elsa.castro@fultoncountyga.gov
		IP Address: 74.174.59.4

## Record Tracking

Status: Original	Holder: Elsa D. Castro	Location: DocuSign
10/2/2025 4:22:20 PM	elsa.castro@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Fulton County Government	Location: Docusign

## Signer Events

Signer Events	Signature	Timestamp
Chad Alexis	Signed by:  968A614CF1584A5...	Sent: 10/2/2025 4:26:33 PM
Chad.Alexis@fultoncountyga.gov		Resent: 10/9/2025 12:39:39 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Resent: 10/15/2025 11:01:20 AM
	Using IP Address: 136.226.3.115	Viewed: 10/15/2025 3:55:35 PM
		Signed: 10/15/2025 3:56:21 PM

## Electronic Record and Signature Disclosure:

Accepted: 10/15/2025 3:55:35 PM  
ID: 6ae8ba45-3353-4eda-b68e-255daa206afd

Nikki Peterson	<b>Completed</b>	Sent: 10/15/2025 3:56:23 PM
nikki.peterson@fultoncountyga.gov		Resent: 10/17/2025 11:28:23 AM
Chief Deputy Clerk to the Board of Commissioners	Using IP Address: 104.129.207.88	Viewed: 10/21/2025 3:46:38 PM
Fulton County Government		Signed: 10/21/2025 3:47:17 PM
Security Level: Email, Account Authentication (None)		



## Electronic Record and Signature Disclosure:

Accepted: 11/27/2017 1:39:37 PM  
ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8

Robert L. Pitts	Signed by:  14E1B4AA5F6A44A...	Sent: 10/21/2025 3:47:19 PM
harriet.thomas@fultoncountyga.gov		Resent: 10/22/2025 9:18:06 AM
Chairman	Signature Adoption: Pre-selected Style	Viewed: 10/27/2025 7:35:40 AM
Fulton County	Using IP Address: 74.174.59.10	Signed: 10/27/2025 7:35:51 AM
Security Level: Email, Account Authentication (None)		

## Electronic Record and Signature Disclosure:

Accepted: 10/27/2025 7:35:40 AM  
ID: 226aab3c-94ca-4dae-a54f-eda7ff7e5310

Signer Events	Signature	Timestamp
<p>Tonya Grier</p> <p>tonya.grier@fultoncountyga.gov</p> <p>Clerk to the Commission</p> <p>Fulton County Government</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Signed by:</p>  <p>EEC476C4837648D...</p> 	<p>Sent: 10/27/2025 7:35:54 AM</p> <p>Viewed: 10/27/2025 9:19:28 AM</p> <p>Signed: 10/27/2025 9:19:36 AM</p>

Signature Adoption: Uploaded Signature Image  
Using IP Address: 134.231.232.249

**Electronic Record and Signature Disclosure:**  
Accepted: 3/16/2018 10:54:59 AM  
ID: f3f241e8-3027-4447-9476-6cf20ae25dd4

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<p>Dian DeVaughn</p> <p>dian.devaughn@fultoncountyga.gov</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 10/27/2025 9:19:39 AM</p> <p>Viewed: 10/28/2025 10:12:36 AM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Kevin Kerrigan</p> <p>Kevin.Kerrigan@fultoncountyga.gov</p> <p>Chief Information Officer</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 10/27/2025 9:19:40 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Raymond Tsao</p> <p>rtsao@covendis.com</p> <p>President</p> <p>Covendis</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 10/27/2025 9:19:41 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Nadine Outlaw</p> <p>Nadine.Outlaw@fultoncountyga.gov</p> <p>Fulton County Government</p> <p>Security Level: Email, Account Authentication (None)</p>	<div>COPIED</div>	<p>Sent: 10/27/2025 9:19:43 AM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Barbee Taylor barbee.taylor@covendis.com VP- Client Operations Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/27/2025 9:19:44 AM Viewed: 10/27/2025 10:27:26 AM
Electronic Record and Signature Disclosure: Accepted: 8/12/2024 9:31:43 AM ID: 7db1024a-7d4f-4e46-a145-623aab55e725		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/2/2025 4:26:33 PM
Certified Delivered	Security Checked	10/27/2025 9:19:28 AM
Signing Complete	Security Checked	10/27/2025 9:19:36 AM
Completed	Security Checked	10/27/2025 9:19:44 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

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**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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