



**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

**Cooperative Agreement City of Atlanta Contract
Number SP-S/DAIM/2210-1230127, for On-Call IT
Services**

For

**Fulton County Department of Information
Technology**

Contract Agreement

This Agreement for temporary staffing services is made and entered into by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as “County” and **UWORK.COM, INC. d/b/a COVENDIS TECHNOLOGIES, INC.**, hereinafter referred to as “**Covendis**” or “Contractor”, authorized to transact business in the State of Georgia.

Contract Documents

County and Vendor agree that the Agreement consists of the following contract documents:

- I. Form of this Contract Agreement
- II. Terms and Conditions of City of Atlanta Contract Number SP-S/DAIM/2210-1230127, for On-Call IT Services
- III. Attachment A, Scope of Work
- IV. Attachment B, Compensation
- V. Attachment C, Service Level Agreement substituting Fulton County or (“County”) for “State” or “DOAS”
- VI. Exhibit 1, Fulton County Pay and Holiday Schedule
- VII. Exhibit 2, Certificate of Insurance
- VIII. Georgia Security and Immigration Contractor Affidavit

This Agreement was approved by the Fulton County Board of Commissioners on December 4, 2024, BOC Item # 24-0844 In the amount of \$800,000.00.

Contract Term

The contract will commence January 1, 2025 through August 11, 2025.

Contract Modification

If during performing the services under this Agreement, the County and Agency agree that due the nature of the services being provided, it is understood that the County will need flexibility in order to meet the needs of the User Department. Therefore, when it is necessary, the County may make changes to the services as described herein and in the referenced exhibits. Any such changes will be incorporated by written amendments in the form of a Contract Modification. Any modification(s) to this Agreement must be documented in writing in the form of a Purchase Order (“PO”) Modification or an Amendment to this Agreement.

The PO Modification form must be approved and signed by the User Department Head or his/her designee and submitted in AMS to the Department of Purchasing & Contract Compliance. The Department of Purchasing & Contract Compliance will issue a PO

Modification documenting the modification to this Agreement to the Agency and the User Department.

The Amendment and/or supplemental agreement shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated herein by reference.

Indemnification

Covendis shall, indemnify the County and protect defend, indemnity and hold harmless the County, its officers, officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), or costs arising out of any actual or alleged:

- a) Bodily injury, sickness, disease, or death; or injury to or destruction of tangible property including the loss of use resulting therefrom; or any other damage or loss or claims arising out of or resulting in whole or part from any actual or alleged act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any firm or subcontractor; or anyone for whose acts any of them may be liable in the performance of the Contract Services;
- b) Violation of any law, statute, ordinance, governmental administrative order, rule, regulation, or infringements of patent rights or other intellectual property rights by the Contractor in the performance of Contract services; or
- c) Liens, claims or actions made by the Contractor or other party performing the Contract Services, as approved by the County. The indemnification obligations herein shall not be limited by any limitation on the amount, type of damages, compensation, or benefits payable by or for the Contractor, or its subcontractor(s), as approved by the County, under workers' compensation acts, disability benefits acts, other employee benefit acts, or any statutory bar or insurance. The agreement to hold the County, its officer's, agents, and employees harmless shall not be limited to the limits of liability insurance requirements specified in this agreement.

Insurance

Covendis agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the City of Atlanta Special Procurement Contract Number SP-S/DAIM/2210-1230127. Covendis agrees to maintain insurance coverage during the entire term of this Agreement. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

Notices

Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices of similar importance shall be made:

By the County to:

Chief Information Officer
Information Technology
141 Pryor St S.W, Suite
Atlanta, Georgia 30303
Attn: Kevin Kerrigan
Email: kevin.kerrigan@fultoncountyga.gov

With a copy to:

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

And by the County to:

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

Cooperation with other Consultants

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other Consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties

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

OWNER:

FULTON COUNTY, GEORGIA

Signed by:

Robert L. Pitts

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Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Signed by:

Tonya R. Grier

EECA76C4837648D...

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Signed by:



APPROVED AS TO FORM:

Signed by:

Dennal Stewart

Office of the County Attorney

APPROVED AS TO CONTENT:

DocuSigned by:

Kevin Kerrigan

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Kevin Kerrigan, CIO
Department of Information Technology

CONTRACTOR:

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

Raymond Tsao

Raymond Tsao, CEO
Covendis Technologies

ATTEST:

Secretary/
Assistant Secretary

(Affix Corporate Seal)

ATTEST:

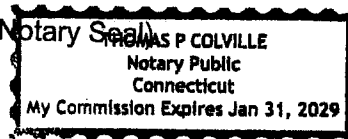
[Signature]

Notary Public

County: New Haven

Commission Expires: 01/31/2029

(Affix Notary Seal)



ITEM#: <u>24-0844</u> RCS: <u>12/04/2024</u> FIRST REGULAR MEETING	ITEM#: _____ RM: _____ SECOND REGULAR MEETING
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ATTACHMENT A

SCOPE OF WORK

Scope of Services

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

- A. Contractor shall provide the temporary staffing positions detailed in Attachment C.
- 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 in order to document employees' time and attendance.

- F. Dashboard

Contractor shall provide the County with access to the Dashboard in order to track recruitment and on-boarding efforts.

- G. Reporting Responsibility

The Contractor will report directly to the Interim 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:
 - IT professional staffing search and recruitment capabilities, including specialized and niche IT area
 - IT professional candidate resume submission and selection capabilities
 - IT professional candidate ranking capabilities
 - Reporting capabilities for both standard and ad hoc reports
 - On-line search and query functions
 - Ability to capture and manage expenditures
 - Ability to track, monitor and manage IT professional performance
 - Customization to meet needs
 - Timekeeping and invoicing functionality
 - Ability to complete, approve and transmit SOW to contractor
 - Maintain active links to contractor's service level agreements, escalation policy, procedure, and contact information
 - Contractor performance feedback capability
 - Other capabilities related to services as requested
- Contractor 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 AIM and standards
- Contractor shall submit billing to include frequency minimally, billing must include
 - Contractor federal tax identification number
 - Purchase order number

- o IT professional's name and position
 - o Actual hours worked (billed)
 - o Hourly rate billed
 - o Vendor management services fee
- 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. Contractor is solely responsible for compliance with all applicable laws relating to its employees, such as wages and hour laws, safety and health requirements and collective bargaining law policies and standards

Ordering

- Request for services or deliverables must be submitted in the form of a SOW through Contractor's vendor management solution. Contractor shall prepare a written proposal with pricing and transmit 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 Deliverables and services to be provided by Contractor
 - o AIM requirement for reporting requirements
 - o Documents required from the Contractor (reports, manuals, analysis, other documentation as identified by AIM)
 - o Applicable technical standards required
 - o AIM policies and procedures
 - o Applicable time frames or implementation schedule for the deliverable 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 AIM as soon as it becomes aware of said IT professional's departure or ten business days advance notification, whichever is longer. The contractor shall

- o notify AIM in writing within twenty-four hours in the event of anticipated departure of an IT professional
- o At AIM’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 AIM, 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 AIM 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 AIM in accordance with the requirement or the notice and if requested, deliver to AIM 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, AIM shall receive a credit based on the following table

Number of Workday by the IT Professional	Calculation of Customer Credits
1 thru 20 days	Credit for total charges of actual days worked or ten days, whichever is less

1 thru 20 days Requesting | Hiring State Entity Responsibility

- AIM shall have the right to interview any potential IT professional candidate to determine their ability to perform the services per the SOW request
- AIM shall provide all necessary supplies, equipment, workspace, and parking for the IT professional
- AIM 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
- AIM shall have the right to accept or reject any IT professional provided by the Contractor at any time with or without cause

Relationship of IT Professionals to AIM

- Contractor and the IT professional do not constitute employees of AIM 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 AIM 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. AIM shall communicate to any relevant parties that Contractor or IT professional is serving in a consulting capacity and is not an AIM employee

ATTACHMENT B

COMPENSATION

Line	Manager - Owner	Resource - Description	Hourly	Weekly Estimate	Monthly Estimate	8-Month Estimate - January - August 2025	Comments
1	Bill Clemons	59903-Datacenter Operations Engineer/Physical	\$71.00	\$2,840.00	\$11,360.00	\$90,880.00	
2	Chris Scott	60246-Endpoint Support	\$75.00	\$3,000.00	\$12,000.00	\$96,000.00	
3	Dwayne Cole	Business Analyst	\$85.00	\$3,400.00	\$13,600.00	\$108,800.00	
4		Business Analyst	\$85.00	\$3,400.00	\$13,600.00	\$108,800.00	
5		Program PM Sr.	\$95.00	\$3,800.00	\$15,200.00	\$121,600.00	
6	Sherri McNair	Vendor Relationship Manager	\$85.00	\$3,400.00	\$13,600.00	\$108,800.00	
7	Donald Sequeira	Database Architect	\$125.00	\$5,000.00	\$20,000.00	\$160,000.00	
						\$794,880.00	

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**