



**CONTRACT DOCUMENTS FOR**  
**SWC80781**  
**TEMPORARY STAFFING SERVICES**  
  
**For**  
  
**REGISTRATION & ELECTIONS**

## Contract Agreement

This Agreement for Temporary Staffing Services for the Department of Registration & Elections is made and entered into by and between Fulton County, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as "County" or "Owner" and Happy Faces Personnel Group, Inc., hereinafter referred to as "HAPPY FACES" or "Contractor."

### Contract Documents

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

- I. Form of this Contract Agreement
- II. Terms and Conditions of Georgia Department of Administrative Services (Statewide Contract Number 99999-001-SPD0000136-0003)
- III. Attachment A, Scope of Services and Compensation
- IV. Attachment B, Service Level Agreement substituting Fulton County or ("County") for "State" or "DOAS".

This Agreement was approved by the Fulton County Board of Commissioners on **November 20, 2019, BOC Item # 19-0962.**

### Indemnification

HAPPY FACES shall, to the fullest extent permit by law, 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 actor, 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**

HAPPY FACES agrees to obtain and maintain insurance coverage pursuant to and based upon the Terms and Conditions of the Georgia Department of Administrative Services Statewide Contract Number SWC80781. HAPPY FACES's 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 HAPPY FACES to:        Director  
                                 Department of Registrations & Elections  
                                 141 Pryor Street, Suite  
                                 Atlanta, Georgia 30303  
                                 Attn: Richard L. Barron  
                                 Email: [richard.barron@fultoncountyga.gov](mailto:richard.barron@fultoncountyga.gov)

With a copy to:            Director  
                                 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)

And by the County to:    Happy Faces Personnel Group, Inc.  
                                 4333 Lynburn Drive  
                                 Tucker, GA 30084  
                                 Attn: Michael Hairston  
                                 Email: [mhairston@happyfaces.net](mailto:mhairston@happyfaces.net)

The parties to this service agreement agree to the above referenced conditions:

**FULTON COUNTY, GEORGIA**

DocuSigned by:  
Robert L. Pitts  
Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

DocuSigned by:  
Tonya R. Grier  
Tonya Grier, Interim Clerk to the Commission  
Fulton County Board of Commissioners

(SEAL)



Approved as to Content:  
DocuSigned by:  
Richard L. Barron  
Richard L. Barron  
Director, Department of Registration & Elections

Approved as to Form:  
DocuSigned by:  
Patrise Perkins-Hooker  
Patrise Perkins-Hooker  
County Attorney, Office of the County Attorney

**HAPPY FACES PERSONNEL GROUP, INC.**

(Submitted By) Michael Hairston

(Approved By) Michael Hairston  
Authorized Representative

(Title) Secretary / Director of Operations

Date: 01/17/2020

Please select RCS or RM from the checkbox

RCS  RM

ITEM#: <u>19-0962</u>	RCS: <u>11/20/2019</u>	ITEM#: <u>0</u>	RM: <u>0</u>
<b>RECESS MEETING</b>		<b>REGULAR MEETING</b>	



Insurance Certificate to be attached

### Scope of Services

The Contractor shall provide temporary staffing services for the Department of Registration and Elections. The scope of services shall be in accordance with the Service Level Agreement attached herein as Attachment B and as follows:

A. Contractor shall provide the following positions:

1. Regional Coordinator
2. Systems Specialist Technicians
3. Receiving and Inventory Specialists
4. Registration Specialists
5. Voter Education Coordinator
6. Fleet Coordinator
7. Courier
8. Instructors
9. Class Assistants
10. Election Auditor
11. Call Center Phone Bank
12. Security Manager
13. Early Voting Manager
14. Early Voting Assistant Manager
15. Early Voting Clerk
16. Line Monitor
17. Early Voting Assistant

#### Normal Hours of Work

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

C. Observed Holidays

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

***Non-permanent employees are not eligible for holiday pay effective January 1, 2020.***

New Year's Day	Labor Day
Martin Luther King, Jr	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving
Independence Day (July 4th)	Christmas
New Year's Eve	

**ATTACHMENT A**

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 Contractor must utilize an automated time and attendance system in order to document employees' time and attendance.

F. Reporting Responsibility

The Contractor will report directly to the Director of the Department of Registration and Elections or his designated representative.

G. Work Locations

Temporary Staff positions identified will report to the following work locations as directed by the County:

Early Voting sites located throughout Fulton County as specified per individual election by Fulton County Department of Voter Registration and Elections.

## ATTACHMENT A

## COMPENSATION

Services provided under Attachment A shall be compensated on an hourly rate basis for a total not to exceed amount of \$6,980,523.00 (Six Million Nine Hundred Eighty Thousand Five Hundred Twenty Three Dollars and No Cents) as shown below.

JOB TITLE	# of Positions	PAY RATE FOR 2020	OT PAY RATE FOR 2020	HF RATE FOR 2020	HF OT RATE FOR 2020
Regional Coordinator	4	\$14.08	\$21.12	\$18.30	\$23.06
Systems Specialist Technicians	18	\$14.92	\$22.39	\$19.55	\$24.63
Receiving and Inventory Specialists	15	\$13.67	\$20.51	\$17.91	\$22.56
Registration Specialists	10	\$13.67	\$20.51	\$17.77	\$22.39
Voter Education Coordinator	4	\$14.08	\$21.12	\$18.30	\$23.06
Fleet Coordinator	1	\$13.67	\$20.51	\$17.91	\$22.56
Courier	41	\$11.99	\$17.99	\$15.71	\$19.79
Instructors	8	\$30.60	\$45.90	\$39.17	\$49.35
Class Assistants	10	\$13.67	\$20.51	\$17.77	\$22.39
Election Auditor	12	\$15.00	\$22.50	\$19.20	\$24.19
Call Center Phone Bank	20	\$13.67	\$20.51	\$17.91	\$22.56
Security Manager	1	\$45.17	\$67.76	\$57.82	\$72.85
Early Voting Manager	27	\$14.08	\$21.12	\$18.30	\$23.06
Early Voting Assistant Manager	54	\$12.35	\$18.52	\$16.05	\$20.23
Early Voting Clerk	162	\$13.67	\$20.51	\$17.77	\$22.39
Line Monitor	25	\$15.00	\$22.50	\$19.50	\$24.57
Early Voting Assistant	3	\$18.01	\$27.02	\$23.42	\$29.51

**Non-permanent employees are not eligible for holiday pay effective January 1, 2020.**

### INVOICING AND PAYMENT

Contractor shall submit weekly invoices for work performed during the previous week, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

**Time of Payment:** The County shall make payments to Consultant within ten (10) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Department of Finance  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)



**ATTACHMENT A**

- c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
- a. Department Name
  - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

**EXHIBIT 1**  
**FULTON COUNTY PAY AND HOLIDAY**  
**SCHEDULE**

# FULTON COUNTY 2020 PAY AND HOLIDAY CALENDAR

PAY DAY
  HOLIDAY
  PAY PERIOD ENDING

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

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

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

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

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

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

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

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



Independence Day  
Friday  
July 3



Labor Day  
Monday  
September 7



Columbus Day  
Monday  
October 12



Veterans Day  
Wednesday  
November 11



Thanksgiving  
Thursday & Friday  
November 26 & 27



Christmas  
Thursday & Friday  
December 24 & 25



New Year's Eve  
Thursday  
December 31



**FULTON COUNTY**

**EXHIBIT 2**  
**CERTIFICATE OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/27/2019

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

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

<b>PRODUCER</b> NSL Financial Group, Inc 110 Deer Forest Trail  Fayetteville 30214	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> NSL FinanciJal</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (404) 865-3105</td> <td><b>FAX (A/C, No):</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> nslfinancialgroup@yahoo.com</td> </tr> <tr> <th colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> </tr> <tr> <td><b>INSURER A :</b> SENTINEL INS CO LTD</td> <td><b>NAIC #</b> 11000</td> </tr> <tr> <td><b>INSURER B :</b> HARTFORD ACCID &amp; IND CO</td> <td>22357</td> </tr> <tr> <td><b>INSURER C :</b> TRAVELERS INSURANCE</td> <td>19666</td> </tr> <tr> <td><b>INSURER D :</b> UNITED STATES LIABILITY</td> <td>25895</td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	<b>CONTACT NAME:</b> NSL FinanciJal		<b>PHONE (A/C, No, Ext):</b> (404) 865-3105	<b>FAX (A/C, No):</b>	<b>E-MAIL ADDRESS:</b> nslfinancialgroup@yahoo.com		INSURER(S) AFFORDING COVERAGE		<b>INSURER A :</b> SENTINEL INS CO LTD	<b>NAIC #</b> 11000	<b>INSURER B :</b> HARTFORD ACCID & IND CO	22357	<b>INSURER C :</b> TRAVELERS INSURANCE	19666	<b>INSURER D :</b> UNITED STATES LIABILITY	25895	<b>INSURER E :</b>		<b>INSURER F :</b>	
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<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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																															
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width: 100%; font-size: small;"> <tr> <td><input type="checkbox"/> CLAIMS-MADE</td> <td><input checked="" type="checkbox"/> OCCUR</td> </tr> <tr> <td colspan="2">GEN'L AGGREGATE LIMIT APPLIES PER:</td> </tr> <tr> <td><input type="checkbox"/> POLICY</td> <td><input type="checkbox"/> PRO-JECT</td> </tr> <tr> <td colspan="2"><input type="checkbox"/> LOC</td> </tr> <tr> <td colspan="2">OTHER:</td> </tr> </table>	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	GEN'L AGGREGATE LIMIT APPLIES PER:		<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		OTHER:		X		20SBARB2957	11/27/2019	11/27/2020	<table style="width: 100%; font-size: x-small;"> <tr><td>EACH OCCURRENCE</td><td>\$</td><td>2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$</td><td>1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td><td>10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$</td><td></td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$</td><td>4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$</td><td>4,000,000</td></tr> <tr><td>EPLI</td><td>\$</td><td>10,000</td></tr> </table>	EACH OCCURRENCE	\$	2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000	MED EXP (Any one person)	\$	10,000	PERSONAL & ADV INJURY	\$		GENERAL AGGREGATE	\$	4,000,000	PRODUCTS - COMP/OP AGG	\$	4,000,000	EPLI	\$	10,000
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EACH OCCURRENCE	\$																																					
AGGREGATE	\$																																					
	\$																																					
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4N729390 UB	11/27/2019	11/27/2020	<table style="width: 100%; font-size: x-small;"> <tr> <td></td> <td>PER STATUTE</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> <td>1,000,000</td> </tr> </table>		PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000	E.L. DISEASE - POLICY LIMIT	\$	1,000,000																			
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E.L. DISEASE - EA EMPLOYEE	\$	1,000,000																																				
E.L. DISEASE - POLICY LIMIT	\$	1,000,000																																				
D	<b>PERSONAL &amp; ADVERTISING INJURY LIMIT (PER OCCUR)</b>	X		SPO156-1655	11/27/2019	11/27/2020	<table style="width: 100%; font-size: x-small;"> <tr><td></td><td>\$</td><td>1,000,000</td></tr> </table>		\$	1,000,000																												
	\$	1,000,000																																				

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

ONLY THOSE USUAL TO THE INSURED OPERATIONS

<b>CERTIFICATE HOLDER</b> State of Georgia Georgia Department of Administrative Services State Purchasing and all state departments utilizing SWC-SPD0000136-0003 200 Piedmont Ave SE, Suite 1804, West Tower Atlanta, GA 30334-9010	<b>CANCELLATION</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 NSL FINANCIAL GROUP, INC.
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