



October 3, 2022

VIA EMAIL

Kingsmen Coach Lines
1570 Cedar Grove Road
Conley, GA 30288
ATTN: Walter Hubbard, President

Reference: RFP 20-472, Charter Bus Services

Dear Mr. Hubbard:

As a result of the excellent service provided by Kingsmen Coach Lines, the DeKalb County School District ("DCSD") desires to renew the award of RFP 20-472, Charter Bus Services for one (1) year on the same terms, conditions and pricing as set forth in the License and Services Agreement between DCSD and Kingsmen Coach Lines, dated March 3, 2020. The purpose of this letter is to obtain Kelly Tours, Inc.'s acceptance of DCSD's offer to renew the License and Services Agreement.

The renewal is subject to the DeKalb County Board of Education's ("Board") approval and will be effective from January 1, 2023 through December 31, 2023. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Kingsmen Coach Lines' consideration of this offer to renew the award of RFP 20-472.

If accepted, please submit a copy of your company's proof of insurance reflecting the coverage(s) stated within the original solicitation document, sign the acceptance below and email both documents to phyllis\_d\_jones@dekalbschoolsga.org no later than Tuesday, October 11, 2022. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included. Feel free to also fax the acceptance and your proof of insurance to Ms. Jones at 678-676-0170.

Best regards,

Carla L. Smith

Carla L. Smith
Executive Director, Vendor Services

CLS/lw

c: Mr. Richard Boyd
Mr. Cedric Burse
Ms. Chandra Gordon

ACKNOWLEDGMENT

Kingsmen Coach Lines hereby accepts DeKalb County School District's offer to renew the award of RFP 20-472, Charter Bus Services, as set forth in the License and Services Agreement, until December 31, 2023. Kingsmen Coach Lines understands that this acceptance is subject to the approval of the DeKalb County Board of Education.

[Handwritten Signature]

Authorized Signatory

BERNARD BARNES

Name (Typed or Printed)

10/6/2022

Date

VP Operations

Title of Authorized Signatory

COPY

## G. INSURANCE

The DCSD Risk Manager sets insurance and indemnification requirements for each Solicitation.

Certificate of Insurance / Accord Form is required with solicitation submittal. **Provision of Certificate of Insurance is a mandatory requirement.** Proposals submitted with certificates of insurance will be considered conditionally responsive to the insurance and indemnification requirement. Final award of this RFP will be contingent upon receipt within three (3) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Manager. No work will commence / no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Manager. In the event the awarded offeror cannot produce insurance coverage acceptable to the Risk Manager within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

(1) The successful Offeror shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below that shall protect the offeror and the Indemnitees (as defined in Part II, Section I of this RFP) from any claims for bodily injury, property damage, or personal injury which may arise out of offeror's operations under this agreement. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia and companies acceptable to DCSD. Offeror shall procure the insurance policy(ies) at the offeror's own expense and shall furnish to DCSD a certificate of insurance containing the following:

- (a) Name and address of authorized agent;
- (b) Name and address of insured;
- (c) Name of insurance company;
- (d) Description of coverage in standard terminology;
- (e) Policy period;
- (f) Policy Number;
- (g) Limits of liability;
- (h) Name and address of certificate holder;
- (i) Acknowledgment to the DCSD of notice of expiration or cancellation;
- (j) Signature of authorized agent;
- (k) Telephone number of authorized agent; and
- (l) Details of policy exclusions applicable to this agreement in comments section of insurance certificate.

All certificates evidencing primary and excess layers shall be renewed and kept current and up to date on an annual basis.

- (2) Offeror is required to maintain the following insurance coverage during the term of this agreement:
- (a) Workers Compensation Insurance in the amounts of the statutory limits established by the General Assembly of the State of Georgia. Offeror shall have the ability to self-insure its required workers compensation coverage if offeror is an approved self-insurer in the State of Georgia.

Kingsman Coach Lines, LLC   
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- (b) Comprehensive General Liability Policy, or equivalent coverage, to include products and completed operations liability and contractual liability. The Comprehensive General Liability Policy shall have dollar limits sufficient to insure that there is no gap in coverage between this policy and any excess or Commercial Umbrella Policy described below.
- (c) Comprehensive Business Automobile Liability Insurance with limits of liability of not less than \$3,000,000 per accident for bodily injury and property damage. Insurance shall include all owned, non-owned and hired vehicle liability.
- (d) Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$5,000,000.
- (e) Under all coverage and certificates required hereunder, policies shall or be endorsed to include the following terms and conditions:
- (i) All policies and coverage shall be on an "occurrence" not "claims made" basis.
  - (ii) The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed, allowed to lapse for any reason until at least sixty (60) days prior written notice has been given to DCSD.
  - (iii) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
  - (iv) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
  - (v) Certificates of Insurance showing such coverage to be in force shall be filed with DCSD prior to commencement or continuation of any work under this agreement.
  - (vi) All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.
- (f) Under coverage and certificates required under Sections 2(a) and 2(b) above, policies shall be endorsed to include the following terms and conditions:
- (i) Minimum limits of \$1,000,000 per occurrence \$2,000,000 in the annual aggregate. Primary limits of coverage in the amount of \$1,000,000 per occurrence must be with insurers approved to conduct business in the State of Georgia. Excess or umbrella liability insurance may be placed with any insurer submitted by offeror, including captive or self-insured programs, with the prior written approval of DCSD.
  - (ii) Contractual liability coverage, specifically referencing this agreement and its Indemnity, applies to liability assumed by the named insured.
  - (iii) Shall include Indemnitees as additional insured.
  - (iv) Shall waive all right of subrogation against Indemnitees (as defined in Part II, Section I of this RFP) for losses arising out of this agreement.
  - (v) A severability of interest or cross liability clause or endorsement applies to commercial general liability and excess liability policies.
  - (vi) Shall be primary and not excess to any other coverage provided by or available to the Indemnitees (as defined in Part II, Section H of this RFP).
- (g) Offeror shall require any and all subofferors performing work under this agreement to carry insurance of the types and with limits of liability as offeror shall deem appropriate and adequate for the work being performed. However, the obligations of the offeror to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subofferors. Further, offeror agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of

*Kingsmen Coach Lines / [Signature]*  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

the subofferor's acts or negligence in the same manner and to the same extent as if committed by the offeror. Offeror shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subofferors.

#### H. INDEMNIFICATION

The successful offeror shall indemnify, defend, and hold harmless the DeKalb County School Board, the DeKalb County School District, DCSD, and their officials, officers, employees, agents, volunteers, and assigns (all of whom may collectively be referred to as "Indemnitees" throughout this RFP), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to offeror's employees), or loss or destruction of property (including loss of use, damage or destruction of DCSD owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the offeror its employees, agents, representatives, or their employees, agents, or representatives in connection with or incidental to offeror's performance of the agreed-upon services regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

The successful offeror shall also indemnify, defend, and hold harmless the Indemnitees from any and all costs, expenses, claims, demands, rights, liabilities and causes of action inuring to offeror from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

Offeror's obligation to indemnify any Indemnitee shall survive the completion, expiration, or termination of offeror's agreed-upon services for any reason.

#### I. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011 (MANDATORY REQUIREMENT)

The Illegal Immigration Reform and Enforcement Act of 2011 applies to and is a requirement for all DeKalb County School District solicitations for physical performance of services (i.e. public works contracts). **The Illegal Immigration Reform and Enforcement Act of 2011 does not apply to solicitations for items, commodities and products.**

**Offerors must complete and/or have their subcontractors complete the following forms:**

1. Immigration and Security Certification
2. Offeror E-Verify Affidavit
3. Contractor Affidavit (Contractor Only)
4. Subcontractor Affidavit (Subcontractor Only); and
5. Sub-Subcontractor Affidavit (Sub-Subcontractor Only)

The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor Affidavit, the Subcontractor Affidavit and the Sub-Subcontractor Affidavit are found on pages 43-45 of this solicitation document. The Immigration and Security Certification, the Offeror E-Verify Affidavit, the Contractor

*Kingsmen Coach Linus*  
COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE



**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE: (MM/DD/YYYY)  
9-16-2022

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> Service Insurance Agency LLC 6850 Catawba Lane Richmond, VA 23226	CONTACT NAME: Ed Richards
	PHONE (A/C No. Ext): (804) 288-6993      FAX (A/C No. Ext): (804) 285-0679
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE      NAIC #
	INSURER A: RLI      13056
	INSURER B: MANUFACTURERS ALLIANCE INS      36897
<b>INSURED</b> KINGSMEN COACH LINE LLC  P O BOX 661 CONLEY GA 30288-0661	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:
	INSURER G:
	INSURER H:

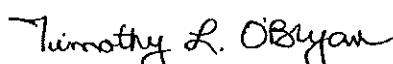
**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occur <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LGB0016036	7-26-2022	7-26-2023	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED. EXP. (Any one person) \$ 5,000 PERSONAL & ADV. INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG. \$ 3000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	LFB0018876	7-26-2022	7-26-2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>				EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	<input type="checkbox"/>	2021014342796U	12-22-2021	12-22-2022	<input type="checkbox"/> Statutory Limits <input checked="" type="checkbox"/> Other E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE-EA EMPLOYEE \$ 1,000,000 E.L. DISEASE-POLICY LIMIT \$ 1,000,000
		<input type="checkbox"/>	<input type="checkbox"/>				
		<input type="checkbox"/>	<input type="checkbox"/>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required.)

COVERAGE IS PRIMARY AND NON CONTRIBUTORY

<b>CERTIFICATE HOLDER</b>  DEKALB COUNTY SCHOOL DISTRICT  1701 MOUNTAIN INDUSTRIAL BLVD STONE MOUNTAIN GA 30083	<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  

Fax Number: