



July 12, 2023

**REVISED**

VIA EMAIL

[proctors@hersheyicecream.com](mailto:proctors@hersheyicecream.com)

Hershey Creamery Company  
1611 Oakbrook Drive  
Gainesville, GA 30507  
ATTN: Steve Proctor, Branch Sales & Distribution Manager

**Reference:** Bid No. 20-22, School Nutrition Ice Cream Products – Renewal Request

Dear Mr. Proctor:

As a result of the excellent service provided by Hershey Creamery Company, the DeKalb County School District (“DCSD”) desires to renew the award of Bid No. 20-22, School Nutrition Ice Cream Products for one (1) year on the same terms, conditions as stated in the bid and with the updated pricing for SY 2023-2024. The purpose of this letter is to obtain Hershey Creamery Company’s acceptance of DCSD’s offer to renew the award of Bid No. 20-22.

The renewal is subject to the DeKalb County Board of Education’s (“Board”) approval and will be effective from October 1, 2023, through September 30, 2024. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Hershey Creamery Company’s consideration of this offer to renew the award of Bid No. 20-22.

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 [lakesia\\_watkins@dekalbschoolsga.org](mailto:lakesia_watkins@dekalbschoolsga.org) no later than Wednesday, July 12, 2023. Insurance policy or policies must be maintained throughout the term of this agreement. A copy of the insurance requirements is included.

Best regards,

*Carla L. Smith*


Carla L. Smith  
Executive Director, Vendor Services

CLS/lw

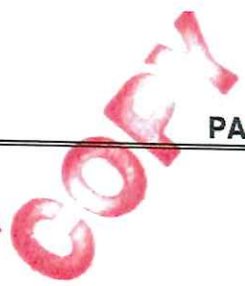
c: Dr. Connie Walker  
Ms. Teresa Adams

**ACKNOWLEDGMENT**

Hershey Creamery Company hereby accepts DeKalb County School District’s offer to renew the award of Bid No. 20-22, School Nutrition Ice Cream Products, on the same terms, conditions as stated in the bid and with the updated pricing for SY 2023-2024, until September 30, 2024. Hershey Creamery Company understands this acceptance is subject to the approval of the DeKalb County Board of Education.

  
\_\_\_\_\_  
Authorized Signatory  
Steve Proctor  
Name (Typed or Printed)

7/12/23  
\_\_\_\_\_  
Date  
Branch Sales & Distribution  
Title of Authorized Signatory mgr



**Certificate of Insurance**

**Certificate of Insurance and/or ACORD Form is required with solicitation submittal.**

**Insurance**

The DCSD Risk Management Unit sets insurance and indemnification requirements for each solicitation.

Certificate of Insurance and/or ACORD 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 bid will be contingent upon receipt within ten (10) business days of request for insurance documentation complete with the following requirements and fully acceptable to the DCSD Risk Management Unit. No work will commence and no purchases will be made without the written statement of approval of insurance coverage from the DCSD Risk Management Unit. In the event the awarded bidder cannot produce insurance coverage acceptable to the DCSD Risk Management Unit within the time provided, DCSD reserves the right to award this solicitation to the first runner-up.

1) Vendor shall procure and maintain throughout the term of this agreement a policy or policies of insurance providing coverage as set forth below. The foregoing policies shall be obtained from insurance companies approved to do business in the State of Georgia or companies acceptable to DCSD. Vendor shall procure the insurance policy or policies at the vendor's own expense and shall furnish to DCSD a certificate(s) of insurance containing the following information:

- (a) Name and address of agent/broker;
- (b) Name and address of insured;
- (c) Name of insurance company, underwriting syndicate, or other insuring entity;
- (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 requirements of material adverse change;
- (j) Signature of authorized agent/broker;
- (k) Telephone number of authorized agent/broker; and
- (l) Details of policy exclusions applicable to this agreement in comments section of Insurance Certificate.

All certificates/endorsements evidencing primary and excess layers shall be renewed and kept current and up to date on an annual or lesser time basis as needed.

2) All liability policies shall include DCSD as an additional insured. Vendor is required to maintain the following insurance coverage(s) 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. Bidder shall have the ability to self-insure its required workers' compensation coverage if bidder is an approved self-insurer in the State of Georgia.
- (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 Auto Policy to include but not be limited to liability coverage on any owned, non-owned and hired vehicle used by bidder or bidder's personnel in the performance of this agreement. The Comprehensive Automobile Policy shall have dollar limits sufficient to insure that there is no gap in

*Hershey Creamery Co*

COMPANY NAME/CERTIFYING OFFICIAL SIGNATURE

- coverage between this policy and the excess or Commercial Umbrella Policy required under this agreement.
- (d) Commercial Umbrella or Excess Liability Policy, which must provide the same or broader coverage than those provided for in the above Comprehensive General Liability and Business Auto Policies. Policy limits for the Commercial Umbrella or Excess Liability Policy shall have an annual aggregate limit not less than \$2,000,000.
- (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 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), 2(b), (c), and (d) above, policies shall be endorsed to include the following terms and conditions:  
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 bidder, including captive or self-insured programs, with the prior written approval of DCSD.
- (g) Bidder shall require any and all subbidders performing work under this agreement to carry insurance of the types and with limits of liability as bidder shall deem appropriate and adequate for the work being performed. However, the obligations of the bidder to the Indemnitees assumed in Sections of Indemnification, and Insurance shall not be reduced or diminished by the standards set for the subbidders. Further, bidder agrees that their obligations to indemnify and insure the Indemnitees shall pertain to all losses arising out of the subbidder's acts or negligence in the same manner and to the same extent as if committed by the bidder. Bidder shall obtain and make available for inspection by DCSD, current certificates of insurance evidencing insurance coverage by such subbidders.

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