



August 22, 2023

VIA EMAIL: shawn@corporatetemps.com

Corporate Temps, Inc.  
5950 Live Oak Parkway, Suite 230  
Norcross, GA 30093  
ATTN: Shawn Menefee, Director and CEO

**Reference:** RFQ 22-534 Temporary Staffing Services – Renewal Request

Greetings:

As a result of the excellent service provided by Corporate Temps, Inc., the DeKalb County School District (“DCSD”) desires to renew the award of RFQ 22-534 Temporary Staffing Services for one (1) year on the same terms, conditions and pricing as set forth in the License and Services Agreement between DCSD and Corporate Temps, Inc. The purpose of this letter is to obtain Corporate Temps, 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 December 16, 2023, through December 15, 2024. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Corporate Temps, Inc.’s consideration of this offer to renew the award of RFQ 22-534.

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 no later than Tuesday, August 29, 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/smg  
c: Byron Schueneman

**ACKNOWLEDGMENT**

Corporate Temps, Inc. hereby accepts DeKalb County School District’s offer to renew the award of RFQ 22-534 Temporary Staffing Services, at the same prices, terms, and conditions as the original award, until December 15, 2024. Corporate Temps, Inc. understands this acceptance is subject to the approval of the DeKalb County Board of Education.

*Shawn F. Menefee*  
\_\_\_\_\_  
Authorized Signatory

*SHAWN F. MENEFEE*  
\_\_\_\_\_  
Name (Typed or Printed)

*8/23/23*  
\_\_\_\_\_  
Date

*DIRECTOR*  
\_\_\_\_\_  
Title of Authorized Signatory

## 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 RFQ will be contingent upon receipt within six (6) 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 RFQ) 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.

- 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 offeror or offeror'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 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 (as defined in Part II, Section I of this RFQ) 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:
- (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 RFQ) 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 RFQ).
- 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 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

- 1) 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 RFQ), 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.
  - 2) 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.

*Ishia Shadema*

COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE