



Finance

November 15, 2023

VIA EMAIL bids@howardcomputers.com

Howard Technology Solutions,
A Division of Howard Industries, Inc.
PO Box 1590
Laurel, MS 39441
ATTN: Darlene Parker, Bid Specialist

Reference: Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment

Dear Ms. Parker:

As a result of the excellent service provided by Howard Technology Solutions, A Division of Howard Industries, Inc., the DeKalb County School District ("DCSD") desires to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment for one (1) year on the same terms, conditions and pricing as stated in the bid. The purpose of this letter is to obtain Howard Technology Solutions, A Division of Howard Industries, Inc.'s acceptance of DCSD's offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

The renewal is subject to the DeKalb County Board of Education's ("Board") approval and will be effective from January 12, 2024, through January 12, 2025. Of course, we will notify you once the Board has approved the renewal. DCSD appreciates Howard Technology Solutions, A Division of Howard Industries, Inc.'s consideration of this offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment.

As outlined in the bid specifications, you are required to send three (3) published catalogs, CD or website identification to the Facilities Maintenance Department. Your catalog(s) must be addressed as follows:

**ATTENTION: DeKalb County School District – Career Technology & Agricultural Education Department
1701 Mountain Industrial Blvd, Stone Mountain, GA 30083**

If you provide paper catalogs, each catalog must have a brightly colored 3" x 5" (or larger) label affixed to the outside front cover. Your front cover label must adhere to the following format:

DeKalb County School District	
Bid No. 20-519, Catalog Discount – Career Technical & Agricultural	
Materials, Supplies and Equipment _____% DISCOUNT	
Valid through January 12, 2025 only	
Quotation Number _____	
Exclusions Are:	_____

Company Name	_____
Company Address	_____
Company Representative	_____
E-Mail	_____
Company Webpage URL	_____

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 Monday, November 27, 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

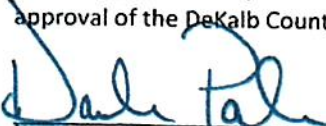
Carla L. Smith
Executive Director, Vendor Services

Enclosure: 1 – Insurance Requirements

c: Doryiane Gunter
CLS/smg

ACKNOWLEDGMENT

Howard Technology Solutions, A Division of Howard Industries, Inc. hereby accepts DeKalb County School District's offer to renew the award of Bid No. 20-519, Catalog Discount – Career Technical & Agricultural Materials, Supplies and Equipment at the same prices, terms, and conditions as the original award, until January 12, 2025. Howard Technology Solutions, A Division of Howard Industries, Inc. understands that this acceptance is subject to the approval of the DeKalb County Board of Education.



Authorized Signatory

Darlene Parker

Name (Typed or Printed)

11-29-23

Date

Bid Specialist

Title of Authorized Signatory

2) The successful bidder 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 bidder from events over which the Indemnitees exercise no control, such as Acts of God, strikes or government restrictions.

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

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) Bidder 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 and companies acceptable to DCSD. Bidder shall procure the insurance policy or policies at the bidder'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 the certificate of insurance.

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

- (2) Bidder 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. 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.

Howard Technology Solutions
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COMPANY NAME/ CERTIFYING OFFICIAL SIGNATURE

- (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 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 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), 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.
- (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) 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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NOTEPAD

INSURED'S NAME **Howard Technology Solutions**

HOWAR-2
OP ID: LJ

PAGE 2
Date **11/29/2023**

\$2,000,000 Per Occurrence/\$4,000,000 Aggregate GENERAL LIAB BREAKDOWN:

Co. A - \$1M Per Occ/\$2M Aggregate - Policy No. EMR-00000022-01
Co. F - \$1M Per Occ/\$2M Aggregate EXCESS of \$1M/\$2M -Policy No. EXO4281423

\$30,000,000 EXCESS BREAKDOWN (Excess of General Liability, Excess General Liability, Auto Liability, Employer's Liability and follows form:

\$5M EXCESS Carrier: Westchester Surplus; Policy No. G72536332002
\$5M xs \$5M EXCESS Carrier: Axis Surplus Ins.; Policy No. EAZ663193/01/2023
\$5M xs \$10M EXCESS Carrier: Colony Ins. Co.; Policy No. EXO4281423
\$15M xs \$15M EXCESS Carrier: Westchester Surplus; Policy No. G71815389003