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Memorandum of Agreement
RFP 16-07
Charter Bus Services (Annual Contract)

This agreement is between Kelly Tours, Inc., (hereinafter "Contractor") Don Adams, located at 2788 Highway 80 West, Garden City, GA 31408; (912) 964-2010 phone, (912) 964-1006 fax, and the Board of Public Education for the City of Savannah and the County of Chatham (hereinafter "District"), located at 208 Bull Street, Savannah, GA 31401. This contract shall be effective beginning with the last date as set forth on the signature page of this agreement.

WHEREAS, the Board located in the City of Savannah and the County of Chatham, and State of Georgia, desires to utilize Kelly Tours as the primary vendor to provide charter bus services at the prices, terms and conditions as stated in the bid documents and Kelly Tours' response submittal shall prevail unless otherwise agreed upon in writing.

NOW THEREFORE, In consideration of the mutual promises and covenants contained in RFP 16-07 Charter Bus Services (Annual Contract) and Kelly Tours' response to RFP 16-07 Charter Bus Services (Annual Contract), the parties hereto agree on the following:

1.0 PERFORMANCE PERIOD

This contract shall remain valid for one year beginning with the last date as set forth on the signature page of this agreement. District reserves the right to extend the contract for an additional two (2) years with bilateral agreement.

The District will neither honor nor consider any price increases, fuel surcharges or add-on cost during the established performance period.

This Contract is non-exclusive and does not preclude the District from issuing solicitations, negotiating or awarding other contracts for similar services. The District reserves the right to issue solicitations for any charter bus requirement exceeding \$5,000.00, which it deems to be in the best interest of the district to separately solicit.

2.0 TERMS OF PAYMENT & INVOICING

Contractor shall invoice the Board after the services have been accepted by the requesting site representative and/or site administrator. Failure to deliver buses timely will result in liquidated damages being assessed to the invoice. Payment terms are 2% 10 Net 40.

When submitting invoice for payment, the vendor shall list the following items on his/her invoice. In addition, the Contractor shall mail all invoices to the address below:

1. Purchase Order Number
2. Project Name
3. Site Description
4. Description of Work
5. Bid/RFP Number

All original invoices should be mailed to: Savannah-Chatham County Board of Education
Attention: ACCOUNTS PAYABLE
208 Bull Street Room 119
Savannah, Georgia 31401

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3.0 PRICING

See fee schedule in Attachment A.

4.0 SCOPE OF SERVICES

Contractor shall provide a variety and quantity of available fleet vehicles, including but not limited to full-size buses (each providing minimum seating for 47-55 passengers), and mini-coaches. Full size buses shall be "Charter Bus/Deluxe Motor Coach" style accommodations (built on a "heavy" chassis as defined in the bus industry), with lavatory facilities, heat and air conditioning, tinted glass (*preferable*), overhead baggage or parcel racks, adequate headroom (a minimum of 74 inches preferable) and other features normally associated with comfortable motor coach service. The entry door step height should be as low as is practical to permit easy boarding. In their proposal, Contractor shall provide accommodation specifications associated with mini coaches.

Each vehicle shall be equipped to meet all applicable Federal and State highway specifications, Interstate Commerce Commission specifications and Local specifications, safety standards, emission requirements and handicap provisions. It is preferred that each bus have a front destination sign. Contractor shall state if their vehicles are equipped with wheelchair lifts to allow persons with wheelchairs to board.

Each vehicle shall be maintained in good working condition, to include but not be limited to properly functioning reclining seats, overhead bins that close, and operable interior lights, if applicable. Each vehicle shall not be more than six (6) years old. Overall appearance, interior and exterior, must be clean, in good repair, and free of unpleasant odors.

Storage of all vehicles shall exclusively be the responsibility of the Contractor.

All drivers of the vehicles shall have specialized driver training, appropriate Commercial Driver's License (CDL) and meet Interstate Commerce Commission driver license certification requirements. Drivers shall have received customer relations training prior to providing any services under this contract. All customer service complaints received by the Contractor shall be reported verbally to the Owner within twenty-four (24) hours and followed up in writing within ten (10) working days.

The Contractor shall be responsible for paying all licenses, fees, taxes, violation fines, fuel, and other operating costs incurred by the Contractor as a part of this program. There shall be no add on charges of any kind.

All vehicles shall be equipped with two-way radios, cellular telephones, or like equipment that will enable communication with the Contractor's administrative and maintenance facility.

The Contractor shall be responsible for providing all other functions necessary for the safe, reliable, and efficient operation of the vehicle service that are not specifically discussed herein.

The driver shall not smoke while performing the services provided for herein.

All Contractor drivers providing services to the Savannah/Chatham County Public School System shall have a Contractor issued identification badge. Contractor is responsible for conducting a background check prior to assigning a driver to provide service to the district. Drivers who have not been background checked will not be permitted to perform service.

VEHICLE MAINTENANCE:

- The Contractor shall be fully responsible to meet or exceed all Federal, DOT required inspections. During the term of the contract, District reserves the right to review current vehicle inspection and repair records.

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- The Contractor shall be responsible for providing fuel, lubricants, tools, and employee uniforms.
- All vehicles shall have operable heating and air conditioning.
- The Contractor shall have procedures for vehicle replacement in case of a breakdown.
- Contractor shall provide information of any additional services they provide (i.e. lodging arrangements, tour guide arrangements, tour itinerary service, etc.)

REQUEST FOR SERVICES/RESERVATIONS:

- District has the right to request departure points anywhere within Chatham County, Georgia, weekdays or weekends, at no additional charge.
- Notice of cancellation for a trip after reservations have been made, shall be given twenty-four (24) hours before departure time at no cost to District. For service where less than twenty-four (24) hours of notice is given, except for weather conditions, a cancellation fee (a flat hour rate) may be charged, if cancelled before leaving the terminal or cancelled on the job. The Contractor shall provide the cancellation cost in their proposal.
- District has the right to revise or cancel trips due to weather emergencies or conditions, within two (2) hours' notice prior to the first pick-up, without financial penalty, and to revise departure and return times, trip intervals and number of trips during the time period covered by the contract without any additional cost to District.

Method of Ordering: District reserves the right to solicit quotes, based on the current contract rates/pricing for services from several contracted bus service providers, and to select the contract provider with the best price and availability. Purchase Order(s) for bus services will be issued as required throughout period of this contract. The issuance of an official purchase order will be the instrument used to authorize the Contractor to book the charter bus service.

5.0 MINIMUM CONTRACTOR QUALIFICATIONS

- A. The Contractor must be bonded, registered and licensed within the State of Georgia.
- B. The Contractor must be qualified and familiar with the types of products and services specified and must have demonstrated a past history of responsiveness, technical expertise and professionalism.
- C. The Contractor will follow all guidelines, rules and regulations as set forth in the most recent and any future local, State, or Federal codes.
- D. The Contractor must demonstrate its ability to meet all Bonding and Insurance requirements (as applicable).
- E. The Contractor must comply with all licensing, insurance, and registration requirements.
- F. The contractor shall have been in business for a minimum of five (5) years.

6.0 SUPERVISION OF CONTRACTOR PERSONNEL

The Contractor must supply all necessary and sufficient supervision over the work that is being performed and will be held solely responsible for the conduct and performance of his employees or agents involved in work under the contract.

7.0 CONTRACTOR PERSONNEL

Contractor's staff is expected to present a professional appearance. All personnel of the Contractor will be neat, well groomed, properly uniformed in industry standard uniforms and are expected to conduct themselves at all times in a responsible and courteous manner while performing any work under a resulting contract and/or whenever they on District property. The following code of conduct will be adhered to by the Contractor, his agent(s) and/or his employees:

- A. Contractor will submit with its bid in response to this solicitation a list of all employees, including back-up personnel that will be providing services under a resulting contract. If Contractor is selected for a contract with the District, any additional employees assigned to the project must be approved by the District before those employees will be allowed to enter on District property to supply services.

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- B. All employees of the Contractor shall wear a recognizable uniform. No hats will be worn inside the building. All service technicians performing work must carry a government-issued photo ID. Service technician(s) will present ID to District Staff upon request. This provision will be strictly enforced.
- C. The use of tobacco or tobacco products on Board property is prohibited by State law.
- D. The Contractor will not be permitted to utilize Day Labor or Temporary Workers to provide any services at any District facility. This includes any service technicians that are hired prior to contract award. Failure to comply with this requirement could result in immediate termination of contract with the Contractor liable for any liquidated damages and/or forfeiture of Performance Bond.
- E. The Contractor or employees of the contractor are not permitted to play loud music, to make unnecessary noises, or to use vulgar or inappropriate language that causes offense to others.
- F. The employment of unauthorized or illegal aliens by the Contractor is considered a violation of Section 247A (e) of the Immigration and Naturalization Act. If the Contractor knowingly employs unauthorized aliens, such a violation shall also be cause for termination of contract.
- G. Possession of firearms will not be tolerated on Board property. No person who has a firearm in their vehicle will be permitted to park on District property. Any employee of the Contractor found in violation of this policy will be immediately asked to leave, and will not be allowed to return to perform further work without the consent of the District.
- H. By submission of a bid, the Contractor certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor's employees during the performance of the contract. The Contractor also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such bidder

Please Note: If any employee of the Contractor or Sub-contractor is found to have brought a firearm on District property, said employee will be terminated from the District contract by the Contractor or Sub-contractor. If the Sub-contractor fails to terminate said employee, the Sub-contractor's agreement with the Contractor for the District's contract will be terminated. If the Contractor fails to terminate said employee or fails to terminate the agreement with the Sub-contractor who fails to terminate said employee, the Contractor's agreement with the Board shall be terminated.

8.0 SUBCONTRACTING

The Contractor shall not subcontract any part of the work to be covered by this contract without the District's prior written approval. All approved subcontractors Providers and their personnel assigned to this contract shall be listed as Attachment A "Personnel Listing" of this document.

The District will permit sub-contracting of work performed under this contract providing the following conditions are met:

- A list of all sub and sub-subcontractors to be used must be submitted with this Contract.
- Proof of insurance must be attached for each sub and sub-subcontractors.
- A copy of each sub and sub-subcontractors City/County Business License must be attached.
- Documentation of each sub and sub-subcontractor's manufacturer training and approval to install and/or repair their equipment must be submitted with this Contract.

9.0 OCCUPATIONAL SAFETY AND HEALTH ACTS

Contractor(s) who perform any work under this contract shall fully comply with the provisions of the Federal Occupational Safety and Health Act of 1970 and any amendments thereto and regulations pursuant to the act.

10.0 TRANSITION PERIOD

Due to the nature of our purchasing process, oft times a transition period is required during the evaluation period, final contract negotiations or contract award and execution. The Contractor shall agree to maintain the same terms and conditions as the original contract/agreement for a period not to exceed ninety (90) days, if necessary, as a transition period. In addition, if the current provider is not the successful bidder, he

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or she shall agree to provide the same level of services for a period not to exceed ninety (90) days, allowing for an orderly transition.

11.0 AUTHORITY

Each party warrants that such party has full power and authority to enter into and perform this contract. The person signing on behalf of each party represents that such person is duly authorized to enter into this Contract on behalf of such party.

12.0 CONTRACT CHANGES

By written notice to the contractor, District may make changes, within the general scope of the contract.

13.0 ASSIGNMENT OF CONTRACT

The contract shall not be assignable by the Contractor in whole or in part without the written consent of the Savannah-Chatham County Public School System.

14.0 TAXES

Contractor will timely pay all taxes lawfully imposed upon Contractor with respect to this Contract. Contractor makes no representation whatsoever regarding any tax liability of Contractor, nor regarding any exemption from tax liability related to this Contract.

15.0 DELAYS AND EXTENSION OF TIME

If the Contractor is delayed at any time in the progress of providing commodities/services by an act of or neglect by the District, or by changes ordered in the work, or by labor disputes, strikes, insurrections, fire, acts of God; unusual but well documented and excusable delays in performance, or other causes beyond the

Contractor's control, or by delay authorized by the District, then the contract term of service may be extended by a contract amendment for such reasonable time as the District and the Contractor may agree.

16.0 LIQUIDATED DAMAGES

The District will reduce the Contractor's invoice in the amount of \$\$00/PER DAY for any sub-standard work that does not comply with the Scope of Work requirements. Accordingly, the District will also reduce the Contractor's invoice for failure to provide the services as specified to include late performance.

In the event of any delayed Work completion and the Contractor's failure to achieve substantial completion of the Work within the contract agreement listed herein, the District may have cause to assess and recover liquidated damages. The Contractor therefore agrees that liquidated damages may be assessed and recovered by the District and will be paid in lieu of performance. Repeated service problems may result in contract termination and possible debarment from participating in future District contracts.

17.0 FISCAL FUNDING

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the contractor by the Savannah-Chatham County Public School System (SCCPSS) solely from appropriations received by the Savannah-Chatham County Public School System. In the event such appropriations are determined by the Chief Financial Officer/Comptroller of DISTRICT to no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of DISTRICT at the end of any fiscal period (hereinafter referred to as "Event"). In such Event, the Purchasing Director of DISTRICT shall certify to the Contractor the occurrence thereof.

18.0 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the Board of Education for the City of Savannah and the County of Chatham (the "Board"), the Savannah-Chatham County Public School District, and all of their respective board members, officers, and employees (hereinafter collectively referred to as the "Indemnitees") from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, made by a third party or parties, for any loss due to bodily injury (including death), personal injury, and property damage to the extent arising out of or resulting from the

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performance of any contract awarded as a result of this solicitation or any act or omission on the part of the Contractor, its agents, employees or others working at the direction of the

Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation. This indemnification extends to the successors and assigns of the Contractor.

This indemnification obligation will survive the termination of the contract with the Contractor and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. The parties do not intend for this indemnification provision to extend to claims for losses or injuries or damages caused solely by the negligence of the Indemnitees.

This indemnification does not extend beyond the scope of this contract awarded to the Contractor and the work undertaken thereunder. Nor does this indemnification extend to claims for losses or injuries or damages incurred due to the sole negligence of the Indemnitees.

This indemnification does not extend to claims for losses or injuries or damages incurred by the Indemnitees due to any negligent act, error, or omission of a design professional in the performance of professional services that fails to meet the applicable professional standard of care, skill and ability as employed by others in their profession.

Suits or Claims for Infringement. Contractor shall indemnify and hold the Indemnitees harmless from any suits or claims of infringement of any patent rights or copyrights arising out of any patented or copyrighted materials, methods, or systems used by the Contractor.

19.0 INSURANCE REQUIREMENTS

The Contractor shall procure, and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his Agents, Representatives, and Employees. The cost of such insurance shall be included in the Contractor's bid. Prior to the commencement of any work, the Contractor shall obtain and furnish certificates of insurance to the District indicating the minimum lines of coverage shown below. The District, its officers and/or officials, employees and volunteers shall be named as insured under the Contractor's insurance policy for the duration of the contract term.

The policies of insurance shall be primary and written on forms acceptable to the Board and placed with insurance carriers approved and licensed by the Insurance Department in the State of Georgia and meet minimum financial A.M. Best & Company rating of no less than A: 8. Further the contractor will provide copies of all insurance policies required thereunder. No changes are to be made to these specifications without prior written specific approval by the Board.

- a. **Commercial General Liability-** Including but not limited to bodily injury, property damage, contractual and personal injury with limits of not less than \$100,000 combined single limit per occurrence, \$500,000 per project aggregate covering all work performed under this contract.
- b. **Automobile Liability-** Including but not limited to bodily injury and property damage to all vehicles owned, leased, hired, and non-owned with a limit of not less than \$1,000,000 combined single limit covering all work performed under this contract. Limits may be satisfied by combining an Umbrella form and Automobile Liability form for a combined total limit of \$1,000,000. Contractor will submit a Certificate of Insurance and provide Liability/Collision coverage for all drivers who will transport vehicles to and from District property.
- c. **Worker's Compensation Insurance-** Statutory limits in accordance with O.C.G.A. 34-9-120 et. seq..
- d. **Umbrella Liability-** Limits of not less than \$1,000,000 per occurrence covering all work performed under this contract.

Failure to provide and maintain insurance coverage during the life of the contract will be grounds for termination of the contract.

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20.0 E-VERIFY REGISTRATION REQUIREMENTS AND INFORMATION

Vendors are required to complete the Contractor Affidavit Form verifying its compliance with Georgia state law. The State law requires that every public employer and every private employer that contracts for the physical performance of services for all contracts with a county must be registered with and use the E-Verify program.

Physical performance of services means any performance of labor or services for a public employer using a bidding process or by contract wherein the labor or services exceed \$2,499.00; provided, however and an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual.

Please note that all E-Verify numbers must be four-six digit numbers. All forms must be notarized and all affidavits are subject to open records.

21.0 COMPLIANCE WITH LAWS

Contractor will, at its own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, and sales taxes, and to comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. Contractor shall agree that in the performance of the contract that he/she will comply with all laws, regulations, rules and policies which may apply to public education in general and the operation of the Savannah-Chatham County Public School System in particular, such as regulations issued by the Georgia Department of Education.

22.0 CONTROLLING LAW AND VENUE

The contract, which will be issued upon award, shall be construed under the laws of the State of Georgia, and venue arising out of this agreement is in Chatham County, Georgia, regardless of the place of execution or performance.

23.0 OBLIGATION OF CONTRACTOR

By submitting a bid, the Contractor covenants and agrees that they are satisfied from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

24.0 OWNER'S RIGHT TO PROSECUTE THE WORK

Time being of the essence, if the Contractor shall be declared in default, both the Contractor and any surety agree that the Owner may, after giving the Contractor and any surety the required notice and time if any is required, without prejudice to any other remedy and without invalidating any performance bond, make good such deficiencies and may deduct the cost thereof from payment due the Contractor or, at the Owner's option and without prejudice to the Owner's rights against the Contractor and any surety, the Owner may terminate the Contractor and take possession of the Site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner shall deem expedient.

25.0 EFFECT OF LATER DETERMINATION

In the event the parties agree or a court of competent jurisdiction determines (or the parties agree to settle with a consent determination) that a default is wrongful or not the fault of the Contractor, the termination shall be considered to be a Termination for Convenience and the sole remedy available to the Contractor shall be the contractual treatment of the termination pursuant to the Termination for Convenience paragraph and without any other damages or relief.

26.0 OWNER'S RIGHTS TO TERMINATE FOR CAUSE/DEFAULT

In case of failure to deliver goods or supply services in accordance with the contract's terms and conditions, the District, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the District may have. Specifically, if, through any cause, the

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Contractor shall fail to fulfil in a timely and proper manner their obligations under this contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this contract, the District shall thereupon have the right to terminate, specifying the effective date thereof, at least five (5) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the District for damages sustained by the District by virtue of any breach of contract by the Contractor. The District may withhold any payments to the successful proposer for the purpose of set off until such time as the exact amount of damages due to the District from the vendor is determined.

27.0 OWNER'S RIGHTS TO TERMINATE FOR CONVENIENCE

The District reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, whenever the Director of Purchasing determines that such a termination is in the best interest of the District. Any Notice of Termination shall be issued in writing to the Contractor at least ten (10) working days prior to the termination date.

After receipt of a notice of termination, Contractor must stop all work or deliveries under the purchase order/contract on the date and to the extent specified; however, any contract termination notice shall not relieve Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of termination. An equitable adjustment in the contract price shall be made for completed service but no amount shall be allowed for anticipated profit on unperformed service.

28.0 INCORPORATION BY REFERENCE


This Memorandum of Agreement (MOA) accepts Kelly Tours' proposal, provided the terms of the MOA and RFP 16-07 Charter Bus Services (Annual Contract) supersedes any conflicting provisions of Kelly Tours' proposal.

The MOA is written as a supplemental document to clarify key issues related to the award of RFP 16-07 Charter Bus Services (Annual Contract).

IN WITNESS WHEREOF, the parties have subscribed their names below.

Kelly Tours, Inc.

BOARD OF PUBLIC EDUCATION FOR
THE CITY OF SAVANNAH AND
COUNTY OF CHATHAM


Don Adams
President

7/12/17

Date


Larry O. Jackson
Interim Chief Financial Officer

8/10/17

Date

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ATTACHMENT A

Fee Schedule

CHARTER RATES

Mileage Rate: \$ 3.25 per mile or
Day Rate: \$1,095.00
(whichever is the greater of the two formulas)
Hourly Rate: \$125.00 per hour with a 4 hour minimum

MOTOR COACH ONLY TRIPS

Any driver accommodations, parking fees, and tolls will be the responsibility of the chartering group. The chartering party is not responsible for driver meals.

MOTOR COACH AND TOUR SERVICES

Should a group require tour services in addition to the motor coach, Kelly Tours will provide a per person price based on the estimated number of travelers in the group. Per person price will cover the cost of the motor coach and all tours, admissions, and meals requested. It will also include the cost of any hotel accommodations required (based on quad occupancy unless specified differently) All rates will be based on the lowest available group/educational/tour and travel rates.

CANCELLATION POLICY

Notice of cancellation for a trip after reservations have been made, shall be given twenty-four (24) hours before departure time at no cost to DISTRICT. For service where less than twenty-four (24) hours of notice is given, except for weather conditions, a cancellation fee (a flat hour rate) may be charged, if cancelled before leaving the terminal or cancelled on the job.

DISTRICT has the right to revise or cancel trips due to weather emergency or conditions, within two (2) hours' notice prior to the first pick up, without financial penalty, and to revise departure and return times, trip intervals, and number of trips during the time period covered by the contract without any additional cost to DISTRICT.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

653129

Federal Work Authorization User Identification Number

1-28-14

Date of Authorization

Kelly Tours, Inc. RFP#16-07 Charter Bus Services

Name of Contractor Name of Project

Savannah-Chatham County Public Schools

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on

January 19

Date

2016

in Garden City

City

and

GA

State

[Handwritten Signature]

Signature of Authorized Officer or Agent

Don Adams, President

Printed Name and Title of Authorized Officer or Agent

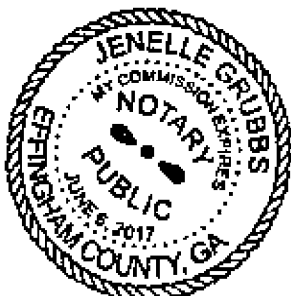
THIS THE 19th DAY OF January, 2016 SUBSCRIBED AND SWORN BEFORE ME ON

Jenelle Grubbs

NOTARY PUBLIC

June 6, 2017

My Commission Expires



FORM 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2017

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 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).


PRODUCER TIB Transportation Ins. Brkrs 425 West Broadway, Suite 400 Glendale CA 91204	CONTACT NAME: Ana Cetin PHONE (A/C, No, Ext): 818-246-2600 FAX (A/C, No): 818-246-4690 E-MAIL: acetin@tibinsurance.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE
INSURED Kelly Tours, Inc 2788 W Highway 80 Garden City GA 31408-2930	INSURER A: Protective Insurance Company NAIC # 12416
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1488568831 **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	ADDE	SUBR	INSO	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:	Y	Y			TG00011916	9/28/2016	9/28/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y			TG00011916	9/28/2016	9/28/2017	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$	Y	Y			TX1377	3/23/2017	3/23/2018	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 Applies to VIN \$ ONLY
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/M		Y	N/A	WB00870317	5/7/2017	5/7/2018	<input checked="" type="checkbox"/> PER STATUTE <input 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured pursuant to the terms & conditions of the policy referenced above.
Officer Exclusion Applies - Don Adams, Kelly Adams on Worker's comp policy.

CERTIFICATE HOLDER Savannah Chatham County Public Schools 208 Bull Street Savannah GA 31401	CANCELLATION 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 
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**2017 BUSINESS OCCUPATIONAL TAX CERTIFICATE
(NOT TRANSFERABLE)**

Expiration Date
December 31, 2017

License Number
1555002270

Date Issued
March 2, 2017

KELLY TOURS INC
2788 W HIGHWAY 80+C309
GARDEN CITY, GA 31408

2788 W HIGHWAY 80+C309
GARDEN CITY, GA 31408

VALID ONLY FOR BUSINESS SHOWN ABOVE.

ACCOUNT NUMBER	TYPE OF BUSINESS NAICS DESCRIPTION	PRIMARY NAICS NUMBER	FEE CLASS
334224	Travel Agencies	561510	6

This Business License is issued to the business named herein at the specific location for the specific business occupations named hereon for this calendar year only, and is issued in accordance with the ordinances of Garden City, Georgia, 100 Central Avenue, Garden City, GA 31405.

THIS LICENSE IS NOT TRANSFERABLE WITHOUT APPROVAL OF THE CITY MANAGER, AND IS NOT TRANSFERABLE TO ANY OTHER LOCATION WITHOUT APPROVAL OF THE PLANNING & ECONOMIC DEVELOPMENT DIRECTOR.

ISSUED BY:

Dawn M Alexander

DAWN M ALEXANDER
FOR THE CITY MANAGER

RDS
Issuing Authority

Questions regarding this certificate should be addressed to RDS at (800) 556-7274

POST THIS CERTIFICATE IN A CONSPICUOUS LOCATION