

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

CONTRACTOR: MTI Limo and Shuttle Services, Inc.

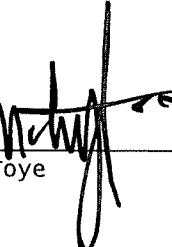
FULTON COUNTY, GEORGIA

DocuSigned by:

Robert L. Pitts

14E1B4AA5F0A44A

Robert L. Pitts, Chairman
Fulton County Board of Commissioners


Mike Toye
CEO

ATTEST:

DocuSigned by:

Tonya R. Grier

EEC476C4897646D

Tonya R. Grier
Interim Clerk to the Commission



DocuSigned by:

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

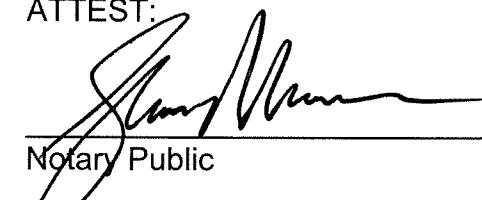
APPROVED AS TO FORM:

ATTEST:

Denval Stewart

2277A26EF73F4E4

Office of the County Attorney


Notary Public

APPROVED AS TO CONTENT:

County: Fulton

DocuSigned by:

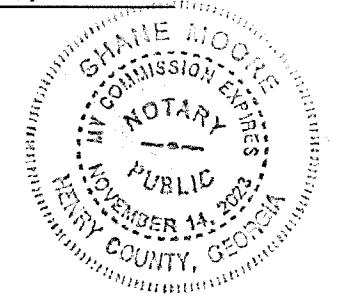
Joseph Davis

B20354A88008422

Real Estate and Asset Management

Commission Expires: 11-14-23

(Affix Notary Seal)



ITEM#: 2022-0124	RCS: 2/16/2022	ITEM#: <u>xxx</u>	RM: <u>xxx</u>
RECESS MEETING		REGULAR MEETING	

Insurance Certificate to be attached



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/9/2022

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).

PRODUCER RRL Insurance Agency 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934	CONTACT NAME: Certificates PHONE (A/C, No, Ext): 800-407-4077 FAX (A/C, No): 321-752-7980 E-MAIL ADDRESS: services@rrl-ins.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Incline Casualty Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED MTI Bus Company, Inc. 2581 Sullivan Road College Park GA 30337	
License#: L089001 MTIBUSC-01	

COVERAGES **CERTIFICATE NUMBER:** 805062680 **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 INSD	SUBR 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	Y	5ST10307-00	9/10/2021	9/10/2022	EACH OCCURRENCE	\$ 1,000,000		
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
						MED EXP (Any one person)	\$ 5,000		
						PERSONAL & ADV INJURY	\$ 1,000,000		
						GENERAL AGGREGATE	\$ 2,000,000		
						PRODUCTS - COMP/OP AGG	\$ Included		
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	5ST10307-00	9/10/2021	9/10/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000		
						BODILY INJURY (Per person)	\$		
						BODILY INJURY (Per accident)	\$		
						PROPERTY DAMAGE (Per accident)	\$		
							\$		
							\$		
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y	5ST10307-00	9/10/2021	9/10/2022	EACH OCCURRENCE	\$ 3,000,000		
						AGGREGATE	\$		
							\$		
							\$		
							\$		
							\$		
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A			PER STATUTE	OTH-ER		
						E.L. EACH ACCIDENT	\$		
						E.L. DISEASE - EA EMPLOYEE	\$		
						E.L. DISEASE - POLICY LIMIT	\$		
							\$		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured with respect to the operations of the named insured only.

21RFP131973C-MH – Bus and Shuttle Services

CERTIFICATE HOLDER

CANCELLATION 30 Days

Fulton County Government-Purchasing and Contract Compliance Department 130 Peachtree St SW Suite 1168 Atlanta GA 30303-3459	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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**FULTON
COUNTY**

CONTRACT DOCUMENTS FOR

PROJECT NUMBER - 21RFP131973C-MH

Bus and Shuttle Services

For

**DEPARTMENT OF REAL ESTATE AND ASSET
MANAGEMENT**

MTI Limo and Shuttle Services, Inc.

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APPENDICES

APPENDIX 1:

CONTRACT AGREEMENT

Consultant: **MTI Limo and Shuttle Services, Inc.**

Contract No.: **21RFP131973C-MH, Bus and Shuttle Services**

Address: **2581 Sullivan Road**
City, State **College Park, Georgia 30337**

Telephone: **404-669-0900**

Email: **cijames@mtilimos.com**

Contact: **Cameron Ijames**
Business Contact

This Agreement made and entered into effective the 1st day of April, 2022 by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, hereinafter referred to as "County", and **MTI Limo and Shuttle Services, Inc.**, hereinafter referred to as "Consultant", authorized to transact business in the State of Georgia.

WITNESSETH

WHEREAS, County through its **Real Estate and Asset Management** hereinafter referred to as the "**Department**", desires to retain a qualified and experienced Consultant to provide transportation services primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor Office located at 135 Peachtree Street, Central Library located at 1 Margaret Mitchell Square NW and the Fulton County Health Services building located at 10 Park Place., hereinafter, referred to as the "**Project**".

WHEREAS, Consultant has represented to County that it is experienced and has qualified and local staff available to commit to the Project and County has relied upon such representations.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, County and Consultant agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

County hereby engages Consultant, and Consultant hereby agrees, to perform the services hereinafter set forth in accordance with this Agreement, consisting of the following contract documents:

- I. Form of Agreement;
- II. Addenda;
- III. Exhibit A: General Conditions;

- IV. Exhibit B: Special Conditions [No Special Conditions];
- V. Exhibit C: Scope of Work
- VI. Exhibit D: Project Deliverables;
- VII. Exhibit E: Compensation;
- VIII. Exhibit F: Purchasing Forms
- IX. Exhibit G: Office of Contract Compliance Forms;
- X. Exhibit H: Insurance and Risk Management Forms

The foregoing documents constitute the entire Agreement of the parties pertaining to the Project hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements oral or otherwise that have been made in connection therewith. No modifications or amendment to this Agreement shall be binding upon the parties unless the same is in writing, conforms to Fulton County Purchasing Code §102-420 governing change orders, is signed by the County's and the Consultant's duly authorized representatives, and entered upon the meeting minutes of the Fulton County Board of Commissioners.

If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: 1) the Agreement, 2) the RFP, 3) any Addenda, 4) change orders, 5) the exhibits, and 6) portions of Consultant's proposal that was accepted by the County and made a part of the Contract Documents.

The Agreement was approved by the Fulton County Board of Commissioners on **February 16, 2022, BOC# 22-0124.**

ARTICLE 2. SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

ARTICLE 3. DESCRIPTION OF PROJECT

County and Consultant agree the Project is to provide transportation services primarily from Monday through Friday for Fulton County employees and jurors who park at the Brown, Yellow, Red and Silver lots to Fulton County Government Center located at 141 Pryor Street, Justice Center Tower located at 185 Central Avenue, Tax Assessor Office located at 135 Peachtree Street, Central Library located at 1 Margaret Mitchell Square NW and the Fulton County Health Services building located at 10 Park Place.. All exhibits referenced in this agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

ARTICLE 4. SCOPE OF WORK

Unless modified in writing by both parties in the manner specified in the agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in Exhibit C, Scope of Work.

ARTICLE 5. DELIVERABLES

Consultant shall deliver to County all reports prepared under the terms of this Agreement that are specified in Exhibit D, Project Deliverables. Consultant shall provide to County all deliverables specified in Exhibit D, Project Deliverables. Deliverables shall be furnished to County by Consultant in a media or form that is acceptable and usable by County at no additional cost at the end of the project.

ARTICLE 6. SERVICES PROVIDED BY COUNTY

Consultant shall gather from County all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in Exhibit C, Scope of Work, if required, will be performed and furnished by County in a timely manner so as not to unduly delay Consultant in the performance of said obligations. County shall have the final decision as to what data and information is pertinent.

County will appoint in writing a County authorized representative with respect to work to be performed under this Agreement until County gives written notice of the appointment of a successor. The County's authorized representative shall have complete authority to transmit instructions, receive information, and define County's policies, consistent with County rules and regulations. Consultant may rely upon written consents and approvals signed by County's authorized representative that are consistent with County rules and regulations.

ARTICLE 7. MODIFICATIONS

If during the course of performing the Project, County and Consultant agree that it is necessary to make changes in the Project as described herein and referenced exhibits, such changes will be incorporated by written amendments in the form of Change Orders to this Agreement. Any such Change Order and/or supplemental agreement shall not become effective or binding unless approved by the Board of Commissioners and entered on the minutes. Such modifications shall conform to the requirements of Fulton County Purchasing Code §102-420 which is incorporated by reference herein.

ARTICLE 8. SCHEDULE OF WORK

Consultant shall not proceed to furnish such services and County shall not become obligated to pay for same until a written authorization to proceed (Notice to Proceed) has been sent to Consultant from County. The Consultant shall begin work under this Agreement no later than five (5) days after the effective date of notice to proceed.

ARTICLE 9. CONTRACT TERM

MULTI-YEAR CONTRACT TERM

The period of this Agreement shall consist of a series of Terms as defined below. The County is obligated only to pay such compensation under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year.

a. Commencement Term

The “Commencement Term” of this Agreement shall begin on April 1, 2022, the starting date, and shall end absolutely and without further obligation on the part of the county on the 31st day of December 2022. The Commencement Term shall be subject to events of termination and the County’s termination rights that are described elsewhere in this Agreement. Notwithstanding anything contained in this Agreement, the County’s obligation to make payments provided under this Agreement shall be subject to the County’s annual appropriations of funds for the goods, services, materials, property and/or supplies procured under this Agreement by the County’s governing body and such obligation shall not constitute a pledge of the County’s full faith and credit within the meaning of any constitutional debt limitation.

b. Renewal Terms

Unless the terms of this Agreement are fulfilled with no further obligation of the part of either party on or before the final date of the Commencement Term as stated above, or unless an event of termination as defined within this Agreement occurs during the Commencement Term, this Agreement may be renewed at the written option of the County upon the approval of the County Board of Commissioners for two (2) one-year (“Renewal Terms”). However, no Renewal Term of this Agreement shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved in writing by the County Board of Commissioners for the calendar year of such Renewal Term. If approved by the County Board of Commissioners, the First Renewal Term shall begin on the 1st day of January, 2023 and shall end no later than the 31st day of December, 2023. If approved by the County Board of Commissioners, the Second Renewal Term shall begin on the 1st day of January, 2024 and shall end no later than the 31st day of December, 2024. If the County chooses not to exercise any Renewal Term as provided in this Section, then the Term of this Agreement then in effect shall also be deemed the “Ending Term” with no further obligation on the party of either party.

c. Term Subject to Events of Termination

All “Terms” as defined within this Section are subject to the section of this Agreement which pertain to events of termination and the County’s rights upon termination.

d. Same Terms

Unless mutually agreed upon in writing by the parties, or otherwise indicated herein, all provisions and conditions of any Renewal Term shall be exactly the same as those contained within in this Agreement.

e. Statutory Compliance Regarding Purchase Contracts.

The parties intend that this Agreement shall, and this Agreement shall operate in conformity with and not in contravention of the requirements of O.C.G.A. § 36-60-13, as applicable, and in the event that this Agreement would conflict therewith,

then this Agreement shall be interpreted and implemented in a manner consistent with such statute.

ARTICLE 10. **COMPENSATION**

Compensation for work performed by Consultant on Project shall be in accordance with the payment provisions and compensation schedule, attached as Exhibit E, Compensation.

The total contract amount for the Project shall not exceed **Five Hundred Twenty Two Thousand, Eight Hundred Fifty Seven Dollars and No Cents**, which is full payment for a complete scope of work.

ARTICLE 11. **PERSONNEL AND EQUIPMENT**

Consultant shall designate in writing a person(s) to serve as its authorized representative(s) who shall have sole authority to represent Consultant on all manners pertaining to this contract.

Consultant represents that it has secured or will secure, at its' own expense, all equipment and personnel necessary to complete this Agreement, none of whom shall be employees of or have any contractual relationship with County. All of the services required hereunder will be performed by Consultant under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

Written notification shall be immediately provided to County upon change or severance of any of the authorized representative(s), listed key personnel or sub-consultant performing services on this Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or sub-consultant as set forth herein without the prior written approval of the County. Requests for changes in key personnel or sub-consultants will not be unreasonably withheld by County.

ARTICLE 12. **SUSPENSION OF WORK**

Suspension Notice: The County may by written notice to the Consultant, suspend at any time the performance of all or any portion of the services to be performed under this Agreement. Upon receipt of a suspension notice, the Consultant must, unless the notice requires otherwise:

- 1) Immediately discontinue suspended services on the date and to the extent specified in the notice;
- 2) Place no further orders or subcontracts for material, services or facilities with respect to suspended services, other than to the extent required in the notice; and
- 3) Take any other reasonable steps to minimize costs associated with the suspension.

Notice to Resume: Upon receipt of notice to resume suspended services, the Consultant will immediately resume performance under this Agreement as required in the notice.

ARTICLE 13. **DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the County. The representative shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The Consultant shall have 30 days from date the decision is sent to appeal the decision to the County Manager or his designee by mailing or otherwise furnishing to the County Manager or designee, copy of the written appeal. The decision of the County Manager or his designee for the determination of such appeal shall be final and conclusive. Pending any final decision of a dispute hereunder, Consultant shall proceed diligently with performance of the Agreement and in accordance with the decision of the County's designated representative.

ARTICLE 14. **TERMINATION OF AGREEMENT FOR CAUSE**

- (1) Either County or Consultant may terminate work under this Agreement in the event the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement is required to give thirty (30) days prior written notice to the other party.
- (2) Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.
- (3) **TIME IS OF THE ESSENCE** and if the Consultant refuses or fails to perform the work as specified in Exhibit C, Scope of Work and maintain the scheduled level of effort as proposed, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, or any extension or tolling thereof, or fails to complete said work within such time. The County may exercise any remedy available under law or this Agreement. Failure to maintain the scheduled level of effort as proposed or deviation from the aforesaid proposal without prior approval of County shall constitute cause for termination
- (4) The County may, by written notice to Consultant, terminate Consultant's right to proceed with the Project or such part of the Project as to which there has been delay. In such event, the County may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to the County as stated in Exhibit D, "Project Deliverables".
- (5) Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by the County.
- (6) Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to the County resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with the County obtaining the services of another Consultant to complete the project.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF COUNTY

Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by a written notice to Consultant. If the Agreement is terminated for convenience by the County, as provided in this article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated for based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

If, after termination, it is determined that the Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the government.

ARTICLE 16. WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement, shall not operate or be construed to be, a waiver of any subsequent breach or violation of the same or other provision thereof.

ARTICLE 17. INDEPENDENT CONSULTANT

Consultant shall perform the services under this Agreement as an independent Consultant and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of County.

ARTICLE 18. PROFESSIONAL RESPONSIBILITY

Consultant represents that it has, or will secure at its own expenses, all personnel appropriate to perform all work to be completed under this Agreement;

All the services required hereunder will be performed by Consultant or under the direct supervision of Consultant. All personnel engaged in the Project by Consultant shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such services.

None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Consultant without the prior written consent of the County.

ARTICLE 19. COOPERATION WITH OTHER CONSULTANTS

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by County's employees, appointed committee(s) or other Consultants. Consultant shall fully cooperate with such other related Consultants and County employees or appointed committees. Consultant shall provide within his schedule of work, time and effort to coordinate with other Consultants under contract with County. Consultant shall not commit or permit any act, which will interfere with the performance of work by any other consultant or by County employees. Consultant shall not be liable or responsible for the delays of third parties not under its control nor affiliated with the Consultant in any manner.

ARTICLE 20. ACCURACY OF WORK

Consultant shall be responsible for the accuracy of his work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve Consultant of the responsibility of subsequent corrections of any errors and the clarification of any ambiguities. Consultant shall prepare any plans, report, fieldwork, or data required by County to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to others.

ARTICLE 21. REVIEW OF WORK

Authorized representatives of County may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of County for inspection and review at all reasonable times in the main office of County. Acceptance shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work. County may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for County, without any liability thereof, to withhold payment to consultant until Consultant complies with County's request in this regard. County's review recommendations shall be incorporated into the plans by Consultant.

ARTICLE 22. INDEMNIFICATION

22.1 Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant's acts, errors, or omissions in the performance of professional services, the Consultant shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged

infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

22.2 Notice of Claim. If an Indemnified Person receives written notice of any claim or circumstance which could give rise to indemnified losses, the receiving party shall promptly give written notice to Consultant, and shall use best efforts to deliver such written notice within ten (10) Business Days. The notice must include a copy of such written notice of claim, or, if the Indemnified Person did not receive a written notice of claim, a description of the indemnification event in reasonable detail and the basis on which indemnification may be due. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification. If an Indemnified Person does not provide this notice within the ten (10) Business Day period, it does not waive any right to indemnification except to the extent that Consultant is prejudiced, suffers loss, or incurs additional expense solely because of the delay.

22.3 Defense. Consultant, at Consultant's own expense, shall defend each such action, suit, or proceeding or cause the same to be resisted and defended by counsel designated by the Indemnified Person and reasonably approved by Consultant (provided that in all instances the County Attorney of Fulton County Georgia shall be acceptable, and, for the avoidance of doubt, is the only counsel authorized to represent the County). If any such action, suit or proceedings should result in final judgment against the Indemnified Person, Consultant shall promptly satisfy and discharge such judgment or cause such judgment to be promptly satisfied and discharged. Within ten (10) Business Days after receiving written notice of the indemnification request, Consultant shall acknowledge in writing delivered to the Indemnified Person (with a copy to the County Attorney) that Consultant is defending the claim as required hereunder.

22.4 Separate Counsel.

22.4.1 Mandatory Separate Counsel. In the event that there is any potential conflict of interest that could reasonably arise in the representation of any Indemnified Person and Consultant in the defense of any action, suit or proceeding pursuant to Section 22.3 above or in the event that state or local law requires the use of specific counsel, (i) such Indemnified Person may elect in its sole and absolute discretion whether to waive such conflict of interest, and (ii) unless such Indemnified Person (and, as applicable, Consultant) elects to waive such conflict of interest, or in any event if required by state or local law, then the counsel designated by the Indemnified Person shall solely represent such Indemnified Person and, if applicable, Consultant shall retain its own separate counsel, each at Consultant's sole cost and expense.

22.4.2 Voluntary Separate Counsel. Notwithstanding Consultant's obligation to defend, where applicable pursuant to Section 22.3, a claim, the Indemnified Person

may retain separate counsel to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations, provided that for so long as Consultant has complied with all of Consultant's obligations with respect to such claim, the cost of such separate counsel shall be at the sole cost and expense of such Indemnified Person (provided that if Consultant has not complied with all of Consultant's obligations with respect to such claim, Consultant shall be obligated to pay the cost and expense of such separate counsel). Consultant may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect or materially impair the reputation and standing of the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Consultant or its insurer does not fund in full, (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement, or (iv) directly involves the County (in which case the County of Fulton County, Georgia shall be the only counsel authorized to represent the County with respect to any such settlement).

22.5 Survival. The provisions of this Article will survive any expiration or earlier termination of this Agreement and any closing, settlement or other similar event which occurs under this Agreement.

ARTICLE 23. CONFIDENTIALITY

Consultant agrees that its conclusions and any reports are for the confidential information of County and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to County, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by County as a result of this Agreement, shall become the property of the County and be delivered to the User Department's Representative.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of County.

It is further agreed that if any information concerning the Project, its conduct results, or data gathered or processed should be released by Consultant without prior approval from County, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by County or by Consultant with such prior written approval, the same shall be regarded as Public information and no longer subject to the restrictions of this Agreement.

ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Fulton County is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement. Consultant or any sub-consultant is not allowed to use or sell any information subject to this contract for educational, publication, profit, research or any other purpose without the written and

authorized consent of the County. All electronic files used in connection to this Agreement, which are by definition, any custom software files used in connection to this Agreement, (collectively, the "Software"), shall be turned over to the County for its use after termination hereof and Consultant shall have no interest of any kind in such electronic files. Any required licenses and fees for the Software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the County, if possible. The Software as defined hereunder, specifically excludes all software, documentation, information, and materials in which Consultant has pre-existing proprietary rights and/or has otherwise been licensed to Consultant prior to this Agreement, and any upgrades, updates, modifications or enhancements thereto. Consultant agrees to provide at no cost to County any upgrades to any software used in connection with this Agreement which may be subsequently developed or upgraded for a period of three (3) years from the date of completion of the work under the Agreement, except in the case of commercial Software licensed to the County. Any information developed for use in connection with this Agreement may be released as public domain information by the County at its sole discretion.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-County fee related to this Agreement without the prior written consent of County. For breach or violation of this warranty, County shall have the right to annul this Agreement without liability or at its discretion to deduct from the Contract Price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

ARTICLE 26. INSURANCE

Consultant agrees to obtain and maintain during the entire term of this Agreement, all of the insurance required as specified in the Agreement documents, Exhibit H, Insurance and Risk Management Forms, with the County as an additional insured and shall furnish the County a Certificate of Insurance showing the required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

ARTICLE 27. PROHIBITED INTEREST

Section 27.01 Conflict of interest:

Consultant agrees that it presently has no interest and shall acquire no interest direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

Section 27.02 Interest of Public Officials:

No member, officer or employee of County during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE 28. **SUBCONTRACTING**

Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of County.

ARTICLE 29. **ASSIGNABILITY**

Consultant shall not assign or subcontract this Agreement or any portion thereof without the prior expressed written consent of County. Any attempted assignment or subcontracting by Consultant without the prior expressed written consent of County shall at County's sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

ARTICLE 30. **ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable "Anti-Kickback" Laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

ARTICLE 31. **AUDITS AND INSPECTORS**

At any time during normal business hours and as often as County may deem necessary, Consultant shall make available to County and/or representatives of the County for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit County and/or representative of the County to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant's records of personnel, conditions of employment, and financial statements (hereinafter "Information") constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent County audits or examines such Information related to this Agreement, County shall not disclose or otherwise make available to third parties any such Information without Consultant's prior written consent unless required to do so by a court order. Nothing in this Agreement shall be construed as granting County any right to make copies, excerpts or transcripts of such information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement and for eight years from the date of final payment under the Agreement, for inspection by County or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to County. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any sub-consultant, assignee or transferee.

ARTICLE 32. **ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established, and maintaining in accordance with generally accepted accounting principles. Consultant must account for cost in a manner consistent with generally accepted accounting procedures, as approved by Fulton County.

ARTICLE 33. **VERBAL AGREEMENT**

No verbal agreement or conversation with any officer, agent or employee of County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. All changes to this shall be in writing and the form of a change order in supplemental agreement, approved by the County, and entered on the Minutes of the Board of Commissioners.

ARTICLE 34. **NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to County, shall be addressed as follows:

Department of Real Estate and Asset Management
141 Pryor Street, S.W. 6th Floor
Atlanta, Georgia 30303
Telephone: 404-612-5900
Email: joseph.davis@fultoncountyga.gov
Attention: Joseph N. Davis

With a copy to:

Department of Purchasing & Contract Compliance
Interim Director
130 Peachtree Street, S.W. Suite 1168
Atlanta, Georgia 30303
Telephone: (404) 612-5800
Email: felicia.strong-whitaker@fultoncountyga.gov
Attention: Felicia Strong-Whitaker

Notices to Consultant shall be addressed as follows:

MTI Limo and Shuttle Services, Inc.
2581 Sullivan Road
College Park, Georgia 30337
Telephone: 404-669-0900
Email: cijames@mtlimos.com
Attention: **Cameron I James**

ARTICLE 35. JURISDICTION

This Agreement will be executed and implemented in Fulton County. Further, this Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in the Fulton County Superior Courts. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

ARTICLE 36. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Consultant agrees as follows:

Section 36.01 Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin;

Section 36.02 Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of, Consultant state that all qualified applicants, will receive consideration for employment without regard to race, creed, color, sex or national origin;

Section 36.03 Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each sub-consultant, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

ARTICLE 37. FORCE MAJEURE

Neither County nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation, provided however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

ARTICLE 38. OPEN RECORDS ACT

The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. The Consultant acknowledges that any documents or computerized data provided to the County by the Consultant may be subject to release to the public. The Consultant also acknowledges that documents and computerized data created or held by the Consultant in relation to the Agreement may be subject to release to the public, to include documents turned over to the County. The Consultant shall cooperate with and provide assistance to the County in rapidly responding to Open Records Act requests. The Consultant shall notify the County of any Open Records Act requests no later than 24 hours following receipt of any such request by the Consultant. The Consultant shall promptly comply with the instructions or requests of the County in relation to responding to Open Records Act requests.

ARTICLE 39. CONSULTANT'S COMPLIANCE WITH ALL ASSURANCES OR PROMISES MADE IN RESPONSE TO PROCUREMENT

Where the procurement documents do not place a degree or level of service relating to the scope of work, M/FBE participation, or any other matter relating to the services being procured, should any Consultant submit a response to the County promising to provide a certain level of service for the scope of work, M/FBE participation, or any other matter, including where such promises or assurances are greater than what is required by the procurement documents, and should this response containing these promises or assurances be accepted by the County and made a part of the Contract Documents, then the degree or level of service promised relating to the scope of work, M/FBE participation, or other matter shall be considered to be a material part of the Agreement between the Consultant and the County, such that the Consultant's failure to provide the agreed upon degree or level of service or participation shall be a material breach of the Agreement giving the County just cause to terminate the Agreement for cause, pursuant to ARTICLE 14 of the Agreement.

ARTICLE 40. INVOICING AND PAYMENT

Consultant shall submit monthly invoices for work performed during the previous calendar month, in a form acceptable to the County and accompanied by all support documentation requested by the County, for payment and for services that were completed during the preceding phase. The County shall review for approval of said invoices. The County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by the County, are reasonably in excess of the actual stage of completion.

Time of Payment: The County shall make payments to Consultant within thirty (30) days after receipt of a proper invoice. Parties hereto expressly agree that the above contract term shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1 et seq., pursuant to 13-11-7(b), and the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Agreement; parties further agree that the County shall not be liable for any interest or penalty arising from late payments.

Submittal of Invoices: Invoices shall be submitted as follows:

Via Mail:

Fulton County Government
141 Pryor Street, SW
Suite 7001
Atlanta, Georgia 30303
Attn: Finance Department – Accounts Payable
OR

Via Email:

Email: Accounts.Payable@fultoncountyga.gov

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
 - a. Vendor Name
 - b. Vendor Address
 - c. Vendor Code
 - d. Vendor Contact Information
 - e. Remittance Address
- 2) Invoice Details
 - a. Invoice Date
 - b. Invoice Number (uniquely numbered, no duplicates)
 - c. Purchase Order Reference Number
 - d. Date(s) of Services Performed
 - e. Itemization of Services Provided/Commodity Units
- 3) Fulton County Department Information (needed for invoice approval)
 - a. Department Name
 - b. Department Representative Name

Consultant's cumulative invoices shall not exceed the total not-to-exceed fee established for this Agreement.

County's Right to Withhold Payments: The County may withhold payments, not to exceed the total of two months' fees of the applicable SOW, for services that involve disputed costs, involve disputed audits, or are otherwise performed in an inadequate fashion. Payments withheld by the County will be released and paid to the Consultant when the services are subsequently performed adequately and on a timely basis, the causes for disputes are reconciled or any other remedies or actions stipulated by the County are satisfied. If there is a good faith dispute regarding a portion of an invoice, Consultant will notify County and detail the dispute before the invoice date. The County shall promptly pay any undisputed items contained in such invoices. Upon resolution of the dispute, any disputed amounts owed to Consultant will be promptly paid by County.

Payment of Sub-consultants/Suppliers: The Consultant must certify in writing that all sub-consultants of the Consultant and suppliers have been promptly paid for work and materials and previous progress payments received. In the event the prime Consultant is unable to pay sub-consultants or suppliers until it has received a progress payment from Fulton County, the prime Consultant shall pay all sub-consultants or supplier funds due from said progress payments within forty-eight (48) hours of receipt of payment from Fulton County and in no event later than fifteen days as provided for by State Law.

Acceptance of Payments by Consultant; Release. The acceptance by the Consultant of any payment for services under this Agreement will, in each instance, operate as, and be a release to the County from, all claim and liability to the Consultant for work performed or furnished for or relating to the service for which payment was accepted, unless the Consultant within five (5) days of its receipt of a payment, advises the County in writing of a specific claim it contends is not released by that payment.

ARTICLE 41. TAXES

The Consultant shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Consultant which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Consultant shall maintain records pertaining to such taxes as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Consultant shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Consultant for payment of any tax from which it is exempt.

ARTICLE 42. PERMITS, LICENSES AND BONDS

All permits and licenses necessary for the work shall be secured and paid for by the Consultant. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Consultant, the Consultant shall not be entitled to additional compensation or time.

ARTICLE 43. NON-APPROPRIATION

This Agreement states the total obligation of the County to the Consultant for the calendar year of execution. Notwithstanding anything contained in this Agreement, the obligation of the County to make payments provided under this Agreement shall be subject to annual appropriations of funds thereof by the governing body of the County and such obligation shall not constitute a pledge of the full faith and credit of the County within the meaning of any constitutional debt limitation. The Director of Finance shall deliver written notice to the Consultant in the event the County does not intend to budget funds for the succeeding Contract year.

Notwithstanding anything contained in this Agreement, if sufficient funds have not been appropriated to support continuation of this Agreement for an additional calendar year or an additional term of the Agreement, this Agreement shall terminate absolutely and without further obligation on the part of the County at the close of the calendar year of its execution and at the close of each succeeding calendar year of which it may be renewed, unless a shorter termination period is provided or the County suspends performance pending the appropriation of funds.

ARTICLE 44. WAGE CLAUSE

Consultant shall agree that in the performance of this Agreement the Consultant will comply with all lawful agreements, if any, which the Consultant had made with any association, union, or other entity, with respect to wages, salaries, and working conditions, so as not to cause inconvenience, picketing, or work stoppage.

ADDENDA



Date: November 9, 2021

Project Number: 21RFP131973C-MH

Project Title: Bus And Shuttle Services

This Addendum forms a part of the contract documents and modifies the original RFP documents as noted below:

ADDENDUM NO. 1 Question and Answer

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in 3.2 of the RFP

This is to acknowledge receipt of Addendum No. 1, 15 day of NOVEMBER, 2021.

MTI LIMO AND SHUTTLE SERVICES INC

Legal Name of Bidder/Proposer

c.ijames

Signature of Authorized Representative

DIRECTOR OF OPERATIONS

Title

EXHIBIT A

GENERAL CONDITIONS

GENERAL CONDITIONS

1. Proposals may be withdrawn upon receipt of a written request prior to the stated due date and time. If a firm seeks to withdraw a proposal after the due date and time, the firm must present a notarized statement indicating that an error was made, with an explanation of how it occurred. The withdrawal request must be accompanied by documentation supporting the claim. Prior to approving or disapproving the request, an opinion will be obtained from Fulton County's Legal Counsel indicating whether the firm is bound by its proposal.

Proposals for projects that are solicited pursuant to the Georgia Local Government Public Works Construction Law (O.C.G.A. § 36-91-1 et seq.) may be withdrawn as follows:

The County must advise Offerors in the request for proposals of the number of days that Offerors will be required to honor their proposals. If an Offeror is not selected within 60 days of opening the proposals, any Offeror that is determined by the governmental entity to be unlikely of being selected for contract award will be released from the proposal.

2. Fulton County shall be the sole judge of the quality and the applicability of all proposals. Design, features, overall quality, local facilities, terms and other pertinent considerations will be taken into account in determining acceptability.
3. The successful Offeror must assume full responsibility for delivery of all goods and services proposed.
4. The successful Offeror must assume full responsibility for replacement of all defective or damaged goods and/or performance of contracted services within thirty (30) days' notice by the County of such defect, damage or deficiency.
5. The successful Offeror must assume full responsibility for providing warranty service on all goods, materials, or equipment provided to the County with warranty coverage. Should a vendor be other than the manufacturer, the vendor and not the County is responsible for contacting the manufacturer. The Offeror is solely responsible for arranging for the service to be performed.
6. The successful Offeror shall be responsible for the proper training and certification of personnel used in the performance of the services proposed.
7. The successful Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any contract resulting from the RFP or of any of its rights, title or interest therein without prior written consent of the Fulton County Board of Commissioners.
8. In case of default by the successful Offeror, Fulton County may procure the articles or services from another source and hold the successful Vendor responsible for any resultant excess cost.

9. All proposals and bids submitted to Fulton County are subject to the Georgia "Open Records Act", Official Code of Georgia, Annotated (O.C.G.A.) § 50-18-70 et seq.
10. All proposals and bids submitted to Fulton County involving Utility Contracting are subject to the Georgia law governing licensing of Utility Contractors, O.C.G.A. §43-14-8.2(h).

EXHIBIT B

SPECIAL CONDITIONS

(No Special Conditions were Used)

EXHIBIT C

SCOPE OF WORK

SCOPE OF WORK

THE CONSULTANT SHALL PROVIDE:

1. Project Scope:

Transportation and management services for the shuttle services from various County's parking location to its downtown government facilities for its employees, jurors, and staff.

2. Technical Requirements:

a. **General:** The consultant must have safe and reliable transportation capabilities including ability for redundancy when needed with the ability to provide timely shuttle service between the locations noted in the Project Scope. The Consultant must also have the ability to adjust to changes in schedule and rider requirements, including frequency and volume changes, indicated in their proposals. The Consultant must also have an ability to provide associated tracking and applications for use by the Fulton County.

b. **Specifications:** Consultant should include price for all support in proposal including count and type of vehicles for transport between the defined locations.

c. **Route Planning:** Consultant will work with the County to adjust, modify, or develop a shuttle routing structure and schedule, as well as a plan to respond to vehicle mechanical malfunctions, accidents or scheduled drive that is documented for Fulton County review and approval.

The locations to be serviced are:

1. **Fulton County Government Center** - 141 Pryor Street
2. **Justice Center Tower (Superior Court)** - 185 Central Avenue
3. **Juvenile Justice Center** -395 Pryor Street
4. **Tax Assessor Office** - 235 Peachtree Street @ 18 Andrew Young Blvd
5. **Fulton County Health Services building** -10 Park Place
6. **Public Defender** – 100 Peachtree Street
7. **Pre-Trail Services** – 34 Peachtree Street

d. Hourly Schedule (Subject to Change):

Provided in Section 9, Exhibit 3

e. **Rider Validation:** The service will be at no cost to County staff, employees, and jurors, therefore the Consultant shall either validate each rider through County issued Identification, or through a proposed validation system. Persons that are not authorized must not be permitted to board the vehicle.

f. **Americans with Disabilities Act:** The Consultant must provide service to individuals covered by the Americans with Disabilities Act.

g. **Reporting:** Consultant shall provide to the County a monthly report to reveal the total number of riders, total mileage driven, fuel consumption, and service interruptions, issues, or exceptions.

h. **Drivers:** Drivers assigned by the vendor to operate the County Shuttle

must meet all state and federal licensing requirements. All drivers must be uniformed and wearing appropriate company identification. All drivers are expected to be in full uniform any time they are operating a shuttle bus. Uniforms are to clearly identify the driver and/or other persons as employees of the service provider. All drivers are encouraged to solicit constructive feedback from riders regarding transit routes. They are expected to remain professional and refrain from any personal conversations regarding any controversial subject matter.

- i. Tracking Devices:** Shuttle service must include bus tracking application (mobile/desktop).
- j. DOT Compliance:** The recommended Consultant must be compliant with, and remain such throughout contract period, all State of Georgia Department of Transportation (GDOT) and US Department of Transportation rules, laws and regulations.
- k. Insurance:** The recommended Consultant must provide proof of all required insurance coverage and will ensure such coverage remain current and effective throughout the contract period. Insurance coverage must meet County's Insurance and Risk Management Provision requirements.
- l. Emergencies:** All emergencies shall be reported first to the Fulton County representative and then to your company.

3. Business Plan:

Consultant to outline through a submitted business plan how your firm would provide the services in the proposed areas for Fulton County's review and approval:

- a. Service Plan:** The service plan should describe how the proposed service provider will fulfill ridership needs, provide sufficient vehicle and staffing coverage and requirements, make modifications to standard schedule as required provide on- call services when requested and provide continuous improvement to quality of services provided and management of the County account. For example" the current service provider operates (6) 35 passenger buses during the normal business hours of the county. The buses are rotated in and out of service to meet published pickup and drop off schedules as well as ridership demands.
- b. Vehicles:** Provide a description and pictures of all vehicles intended to be utilized under a resulting contract. Provide quantity, make, model, year, size, number of passenger seats, and any special features such as ADA accessibility.
- c. Staffing:** Please discuss the qualification requirements for your transit drivers. Include Information on your new applicant / new hire screening process, indicate the average length of service and a description of mandatory training and ongoing training and recertification's programs for drivers as required by the appropriate laws. You should also detail how you will ensure that the proposed schedule is staffed if there is a call out etc., that the position is backfilled so there no impact to the schedule and fulfillment.
- d. Communication:** Describe your proposed plan for communication with the County to ensure that daily operation meets passenger needs and notification of any problems or emergencies as soon as it practical.

e. Service Response Time: State what provisions you have for the County to contact your Office. Specify the name and title of the individual (s) contacted for routine servicing and/or emergency situation and how they will be handled.

f. Customer Service: Describe your customer service system and quality control, response and problem resolution procedures. Surveys to be taken on a quarterly basis with results provided to Fulton County.

Provide names(s) of contact(s) for:

- Customer service problems
- Escalation procedures in the event of unresolved issues
- Describe how your firm proposes to coordinate security issues with the County Security staff

EXHIBIT D

PROJECT DELIVERABLES

PROJECT DELIVERABLES

1. Provide the County on the 1st day of each month by COB a status report on total number of riders, total mileage driven, fuel consumption, and interruptions, etc.
 2. Provide the County a Customer Survey Report on a quarterly basis. Provide the customer (County staff and jurors) the opportunity rate the quality of service and expectations being provided (cleanliness, driving, schedule pick-ups, etc.). To assist the County and Transportation provider to maintain and enhance the performance standards set forth by the RFP.
-

EXHIBIT E

COMPENSATION

COMPENSATION

The County agrees to compensate the Consultant as follows:

County agrees to compensate Consultant for all services performed under this Agreement in an amount not to exceed **\$ 522,857.25**. The detailed costs are provided below:

THE PERFECT FIT

“The PERFECT Amount”



COST PROPOSAL

Below are the Assumptions and Explanations of Key Proposed Costs on behalf of MTI Limo and Shuttle Services Inc:

Vehicles: MTI will utilize (5) branded 34 passenger minibuses for this project.

Salaries, Wages, Benefits: Given the current employment state of our nation. MTI wants to ensure we can hire professional dedicated shuttle drivers. This requirement has caused the Company to become more competitive in our hourly rate to solicit top quality drivers. After surveying other transportation Companies alike, MTI has decided to pay an hourly rate of \$16. This competitive rate will allow the Company to secure highly qualified candidates to operate this Contract.

Additionally, MTI will must cover payroll liabilities, workers compensation insurance, and employee health insurance benefits which totals an estimated 38% of all payroll costs.

Vehicle Insurance: The annual premium for insurance has been determined based upon the review of the Insurance and Risk Management Provisions provided by Fulton County per the RFP.

Gasoline: The provided gasoline costs is based upon the current shuttle schedule and the fuel consumption rate of each vehicle.

Vehicle Maintenance: All vehicle routine maintenance will be performed on site. MTI estimates minimal repairs as newer shuttle buses will be within original and extended warranty during a large portion of the contract and will only require scheduled preventive maintenance.

Vehicle Cleaning: MTI utilizes an on-site car wash facility for all vehicles. This cleaning includes weekly exterior cleaning as well as daily COVID-19 sanitizing.

Electronic Devices: Implementation and ongoing costs for vehicle GPS tracking and user vehicle tracking app RideSystems, and driver two-way radio communications.

Management Fees: Upon approval of this proposal, a Management agreement will be generated to be signed by both MTI and Fulton County Government. The agreement will specifically define the responsibilities of both parties. The current proposed management fee is 16%

EXHIBIT 1
COST PROPOSAL

(A) Shuttle Bus Service:

Type of Vehicle	Hourly Rate	Daily Hours in Use	Number of Days Fulton County is Operational	Total (Hourly x Daily Hours x Operational Days)
Mid-Size Transit Bus (26 – 38 Seats)	\$ 209.07	13.5	247	\$ 697,143.00
Other Associated Costs	Please provide “Other Associated Costs” with your Cost Proposal.			\$ NONE
Total Cost for (A) Shuttle Service				\$ 697,143.00

Other Associated Cost: List all the Major Cost associated with the day to day operation in providing Shuttle Service to Fulton County included the Fuel Costs, Vehicle Insurance, Management Fee, Personnel Costs, Tracking Apps fee, Vehicle Maintenance Fee, etc.

(B) Special Transportation Service:

Type of Vehicle	Cost for 4-Hour Period	Cost for 8-Hour Period	Rate for Each Additional
Large Transit Bus (39 or more Seats)	\$ 460.00	\$ 920.00	\$ 115.00
Mid-Size Transit Bus (26 – 38 Seats)	\$ 380.00	\$ 760.00	\$ 95.00
Small Transit Bus (16 – 25 Seats)	\$ 360.00	\$ 720.00	\$ 90.00
Total for Other Associated Cost:			\$ NONE
Total Cost for (B) Special Transportation Service			\$ VARIES PER VEHICLE

Total Cost Proposal:

1	Total Cost for (A) Shuttle Service	\$ 697,143.00
2	Total Cost for (B) Special Transportation Service	\$ VARIES PER VEHICLE
	GRAND TOTAL COST PROPSAL	\$ 697,143.00

Legal Name: MTI LIMO AND SHUTTLE SERVICES INC. Contact Person: CAMERON IJAMES
 Email: OPERATIONS@MTILIMOS.COM Phone# (404) 669 - 0900

Itemized Cost Proposal

BUDGETED ITEM	ANNUAL COST
Salary and Wages	\$181,220.00
Payroll Costing & Employee Benefits	\$68,864.00
Vehicle Fueling	\$84,939.00
Vehicle Notes	\$150,044.00
Licenses and Permits	\$6,000.00
Vehicle Maintenance	\$28,900.00
Vehicle Cleaning	\$19,500.00
Employee Uniforms	\$3,500.00
Vehicle Insurance Premium	\$52,000.00
Electronic Devices	\$5,620.00
Management Fees	\$96,556.00
Total Annual Cost	\$697,143.00

EXHIBIT F

PURCHASING FORMS

**STATE OF GEORGIA
COUNTY OF FULTON**

**FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT
AND AGREEMENT**

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 services¹ under a contract with [insert name of prime contractor] **MTI LIMO AND SHUTTLE SERVICES INC.** on behalf of **Fulton County Government** has registered with and is participating in a federal work authorization program*,² in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with **Fulton County Government**, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the **Fulton County Government** at the time the subcontractor(s) is retained to perform such service.

494318

EEV/Basic Pilot Program* User Identification Number

MTI LIMO AND SHUTTLE SERVICES INC.

BY: Authorized Officer of Agent (Insert Contractor Name)

DIRECTOR OF OPERATIONS

Title of Authorized Officer or Agent of Contractor

CAMERON IJAMES /C.I.J./

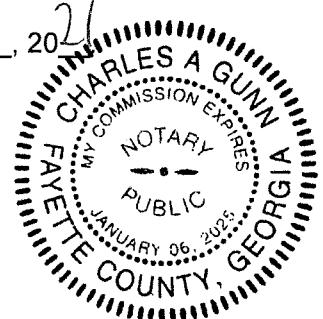
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 15th day of November, 2021

Notary Public: D. M.

County: Fayette

Commission Expires: 1-6-2025



¹O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

²*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

**FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR
AFFIDAVIT**

Instructions:

In the event that your company is awarded the contract for this project, and will be utilizing the services of any subcontractor(s) in connection with the physical performance of services pursuant to this contract, the following affidavit must be completed by such subcontractor(s). Your company must provide a copy of each such affidavit to Fulton County Government, Department of Purchasing & Contract Compliance with the proposal submittal.

All subcontractor affidavit(s) shall become a part of the contract and all subcontractor(s) affidavits shall be maintained by your company and available for inspection by Fulton County Government at any time during the term of the contract. All subcontractor(s) affidavit(s) shall become a part of any contractor/subcontractor agreement(s) entered into by your company.

**STATE OF GEORGIA
COUNTY OF FULTON**

FORM B: GEORGIA SECURITY AND IMMIGRATION SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor 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 under a contract with **[Insert name of prime contractor]** _____ behalf of **Fulton County Government** has registered _____ and is participating in a federal work authorization program*,⁴ in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

N/A

EEV/Basic Pilot Program* User Identification Number _____

BY: Authorized Officer of Agent
(Insert Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor _____

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me,

This _____ day of _____, 20 _____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

³O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals 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 service to be rendered by such individual.

⁴*[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

Form C: OFFEROR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

MIKE TOYE

CHIEF EXECUTIVE OFFICER AND 100% OWNER

MTI LIMO AND SHUTTLE SERVICES INC.

2581 SULLIVAN ROAD

COLLEGE PARK GA 30337

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

MTI LIMO AND SHUTTLE SERVICES INC HAS BEEN IN BUSINESS SINCE 1992.

IT SPECIALIZES IN PROVIDING DAILY AND PRESCHEDULED GROUND

TRANSPORTATION SERVICES RANGING FROM EMPLOYEE PARKING

SHUTTLES, HOTEL SHUTTLES, AIRPORT TRANSFERS, CONVENTIONS,

CAMPUS TRANSPORTATION, AND ALL OTHER GROUND TRANSPORTATION

SERVICES

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or had within the last five (5) years: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

NONE

LITIGATION DISCLOSURE:

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

- (a) whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Offeror, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Offeror;

Circle One: YES NO

- (b) whether Offeror was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Offeror from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

Circle One: YES NO

- (c) whether said Offeror's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said or Offeror, which directly arose from activities conducted by the business unit or corporate division of said Offeror which submitted a bid or proposal for the subject project. If so please explain.

Circle One: YES NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One:

YES

NO

5. Has any Offeror, member of Offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:

YES

NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Offeror's most recent filings with the Securities and Exchange Commission ("SEC") may be provided if they are responsive to certain items within the questionnaire.) However, for purposes of clarity, Offeror should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by Fulton County. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Offerors, joint venture partners and first-tier subcontractors.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by Fulton County can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

[SIGNATURES ON NEXT PAGE]

Under penalty of perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this 15 day of NOVEMBER, 2021

MTI LIMO AND SHUTTLE SERVICES INC. 11/15/21

(Legal Name of Proponent) (Date)

C. James 11/15/21
(Signature of Authorized Representative) (Date)

Dir. Ops

(Title)

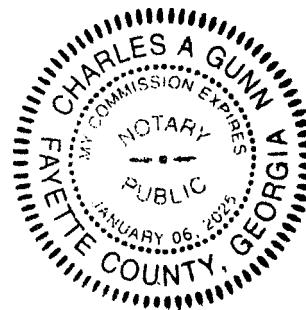
Sworn to and subscribed before me,

This 15th day of November, 2021

Ch. M
(Notary Public)

(Seal)

Commission Expires 1-6-2025
(Date)



FORM D: GEORGIA PROFESSIONAL LICENSE CERTIFICATION

NOTE: Please complete this form for the work your firm will perform on this project.

Contractor's Name: **MTI LIMO AND SHUTTLE SERVICES INC**

Performing work as: Prime Contractor X Subcontractor/Sub-Consultant _____

Professional License Type: **OCCUPATIONAL TAX CERTIFICATE**

Professional License Number: **6065**

Expiration Date of License: **12/31/2021**

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: *c.ijames*

Date: **11/15/2021**

(ATTACH COPY OF LICENSE)

LIMOUSINE SERVICE

Expiration:
12/31/2021

License #
6065

Licensee Name
MTI LIMO & SHUTTLE SERVICES

Name of Business
MTI LIMO & SHUTTLE SERVICES

Business Location
2581 SULLIVAN RD
COLLEGE PARK, GA 30337



This certificate must be posted in a conspicuous place.

This certificate entitles business to be conducted in the conformity with and subject to the provisions of the ordinances of the City of College Park and the laws of the State of Georgia.

A handwritten signature in black ink that appears to read "Shavala Moore".

Shavala Moore
City Clerk

STATE OF GEORGIA
COUNTY OF FULTON

FORM E: LOCAL PREFERENCE AFFIDAVIT OF BIDDER/OFFEROR

I hereby certify that pursuant to Fulton County Code Section 102-377, the Bidder/Offeror **MTI LIMO AND SHUTTLE SERVICES INC** is eligible to receive local preference points and has a staffed, fixed, physical, place of business located within Fulton County and has had the same for at least one (1) year prior to the date of submission of its proposal or bid and has held a valid business license from Fulton County or a city within Fulton County boundaries for the business at a fixed, physical, place of business, for at least one (1) year prior to the date of submission of its proposal or bid.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-377, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

MTI LIMO AND SHUTTLE SERVICES INC
(BUSINESS NAME)

2581 SULLIVAN ROAD COLLEGE PARK GA 30337
(FULTON COUNTY BUSINESS ADDRESS)

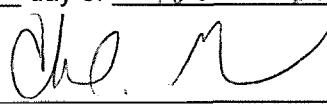
DIRECTOR OF OPERATIONS
(OFFICIAL TITLE OF AFFIANT)

CAMERON IJAMES
(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This 15th day of November, 2021


(Notary Public) (Seal)

Commission Expires: 1-6-2025
(Date)



**STATE OF GEORGIA
COUNTY OF FULTON**

FORM F: SERVICE DISABLED VETERAN PREFERENCE AFFIDAVIT OF

BIDDER/OFFEROR

I hereby certify, in accordance with Fulton County Code Section 102-378, the Bidder/Offeror is a Service Disabled Veteran Business Enterprise, as defined in Section 102-378, and is eligible to receive Service Disabled Veteran Business Enterprise preference points and preference in award of contract and is 51 percent owned and controlled by one or more individuals who have been discharged as a result of military service who has been honorably discharged, designated as such by the United States Department of Veterans Affairs.

Affiant further acknowledges and understands that pursuant to Fulton County Code Section 102-378, in the event this affidavit is determined to be false, the business named herein shall be deemed "non-responsive" and shall not be considered for award of the applicable contract.

(BUSINESS NAME)

(FULTON COUNTY BUSINESS ADDRESS)

(OFFICIAL TITLE OF AFFIANT)

(NAME OF AFFIANT)

(SIGNATURE OF AFFIANT)

Sworn to and subscribed before me,

This _____ day of _____, 20____

(Notary Public)

(Seal)

Commission Expires: _____
(Date)

EXHIBIT G

OFFICE OF CONTRACT COMPLIANCE FORMS

EXHIBIT A – PROMISE OF NON-DISCRIMINATION

“Know all persons by these presents, that I/We (CAMERON IJAMES),
Name

DIRECTOR OF OPERATIONS

Title

MTI LIMO AND SHUTTLE SERVICES INC.

Company Name

Hereinafter “Company”, in consideration of the privilege to bid on or obtain contracts funded, in whole or in part, by Fulton County, hereby consent, covenant and agree as follows:

- 1) No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Fulton County for the performance of any resulting there from,
- 2) That it is and shall be the policy of this Company to provide equal opportunity to all businesses seeking to contract or otherwise interested in contracting with this Company without regard to the race, color, gender or national origin of the ownership of this business,
- 3) That the promises of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption,
- 4) That the promise of non-discrimination as made and set forth herein shall be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain,
- 5) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling the Board to declare the contract in default and to exercise any and all applicable rights and remedies, including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract; and
- 6) That the bidder shall provide such information as may be required by the Director of Purchasing & Contract Compliance pursuant to Section 102.436 of the Fulton County Non-Discrimination in Purchasing and Contracting Policy.

NAME: CAMERON IJAMES TITLE: DIRECTORS OF OPERATIONS

SIGNATURE: *c.ijames*

ADDRESS: 2581 SULLIVAN ROAD COLLEGE PARK GA 30337

PHONE NUMBER: (404) 669 0900 EMAIL: OPERATIONS@MTILIMOS.COM

EXHIBIT B1 - SCHEDULE OF INTENDED SUBCONTRACTOR UTILIZATION

This form **must be** completed and **submitted with the bid/proposal**. All prime bidders/proposers **must** submit this form which lists all intended subcontractors/suppliers who will be utilized under the scope of work/services.

Prime Bidder/Proposer Company Name MTI LIMO AND SHUTTLE SERVICES INC.

ITB/RFP Name & Number: 21RFP131973C-MH BUS AND SHUTTLE SERVICES

1. My firm, as **Prime Bidder/Proposer** on this scope of work/service(s) **is NOT** **is** a minority or female owned and controlled business enterprise. **African American (AABE);** **Asian American (ABE);** **Hispanic American (HBE);** **Native American (NABE);** **White Female American (Wfbe);** **Small Business (SBE);** **Service Disable Veteran (SDVBE)** **Disadvantage Business (DBE)** ****If yes, Prime must submit a copy of recent certification.**

Male or Female (Check the appropriate boxes).

Indicate below the portion of work, including, percentage of bid/proposal amount that your firm will carry out directly as the Prime Contractor:

\$ _____ Or _____ **100** %

2. This information below must be completed and submitted with the bid/proposal if a **joint venture (JV)** approach is to be undertaken. Please provide JV breakdown information below and attach a copy of the executed Joint Venture Agreement.

JV Partner(s) information:

<u>Business Name</u>		<u>Business Name</u>	
(a.)		(b.)	
% of JV		% of JV	
Ethnicity		Ethnicity	
Gender		Gender	
Certified (Y or N)		Certified (Y or N)	
Agency		Agency	
Date Certified		Date Certified	

3. Lists all Sub-Contractor/suppliers participating on the project. **(COMPLETE Exhibit B2 FORM)**

Total Dollar Value of Certified Subcontractors: (\$)

Total Percentage of Certified Subcontractors: (%)

CERTIFICATION: The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid/Proposer provisions, including the accompanying Exhibits and other terms and conditions regarding sub-contractor utilization. The undersigned further certifies that he/she is legally authorized by the Bidder/Proposer to make the statement and representation in this Exhibit and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder/Proposer knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein, then in any such event the Contractor's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling the County to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies the County may have for other defaults under the contract.

By submitting this form, it is understood that every firm listed as a subcontractor has been properly notified and will participate.

Signature: *c.ijames* **Title:** DIRECTOR OF OPERATIONS

Business or Corporate Name: MTI LIMO AND SHUTTLE SERVICES INC

Address: 2581 SULLIVAN ROAD COLLEGE PARK GA 30337

Telephone: (404) 669 0900

Fax Number: (404) 669-0950

Email Address: OPERATIONS@MTILIMOS.COM

UTILIZATION REPORT – Post Award

The awarded vendor(s) are required to report all payments to the prime contractor, subcontractors and sub-consultants (if applicable) during the project using the B2GNow software program. This requirement will be further explained by the Office of Contract Compliance upon determination of all awarded contracts.

EXHIBIT B2 FORM
SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

N/A

**SUB-CONTRACTORS (INCLUDING SUPPLIERS) TO BE UTILIZED IN THE
PERFORMANCE OF THE SCOPE OF WORK/SERVICES(S), IF AWARDED ARE LISTED BELOW**

NA

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Certification Designation: AABE – African American Business Enterprise, HBE – Hispanic American Business Enterprise, NABE – Native American Business Enterprise, ABE – Asian American Business Enterprise, FBE – Female Business Enterprise, MBE – Minority Business Enterprise, SDVBE – Service Disabled Veteran Business Enterprise, SBE – Small Business Enterprise, DBE – Disadvantage Business Enterprise

N / A

**EXHIBIT C FORM
SUBCONTRACTOR CONTACT FORM**

Company Name: _____

Project # & Title: _____

Printed Signature:

Date:



MTI LIMO AND SHUTTLE EBO PLAN

MTI Limo and Shuttle Services is currently classified as a minority owned business. Please see below our Minority Business certification as well as our current staffing structure:

THIS CERTIFIES THAT

MTI Limo & Shuttle Services, Inc



* Nationally certified by the: **GEORGIA MINORITY SUPPLIER DEVELOPMENT COUNCIL**

*NAICS Code(s): [485991](#); [485510](#); [485410](#); [485320](#)

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

08/12/2021

Issued Date

AT01768

Certificate Number

07/31/2022

Expiration Date

Jose Turkienicz
NMSDC Board Chair

A handwritten signature in black ink that reads 'Stacey Key'.

Stacey Key, President and CEO

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

EXHIBIT B – EMPLOYMENT REPORT

The demographic employment make-up for the bidder and all subcontractors performing work on this project must be submitted prior to the execution of the contract.

JOB CATEGORIES	TOTAL EMPLOYED		TOTAL MINORITIES		WHITE (Not Hispanic Origin)		BLACK or AFRICAN AMERICAN (Not of Hispanic Origin)		HISPANIC or LATINO		AMERICAN INDIAN or ALASKAN NATIVE (AIAN)		ASIAN		NATIVE HAWAIIAN or OTHER PACIFIC ISLANDER (NHOP)		TWO or MORE RACES	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
EXECUTIVE/SENIOR LEVEL OFFICIALS and MANAGERS	1		1				1											
FIRST/MID LEVEL OFFICIALS and MANAGERS	2	2	2	2			2	2										
PROFESSIONALS																		
TECHNICIANS	2		2				2											
SALES WORKERS	1	1	1	1			1	1										
ADMINISTRATIVE SUPPORT WORKERS	2	3	2	3	1		1	3										
CRAFT WORKERS																		
OPERATIVES																		
LABORERS & HELPERS	16	11	16	11			15	11	1									
SERVICE WORKERS																		
TOTAL	24	17	24	17	1		22	17	1									

FIRM'S NAME: MTI LIMO AND SHUTTLE SERVICES INC.

CONTACT NAME: CAMERON IJAMES

EMAIL: OPERATIONS@MTILIMOS.COM

PHONE NUMBER: (404) 669 0900

SUBMITTED BY: CAMERON IJAMES

EXHIBIT H

INSURANCE AND RISK MANAGEMENT FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS 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).

PRODUCER RRL Insurance Agency 4450 W. Eau Gallie Blvd., Suite 115 Melbourne FL 32934		CONTACT NAME: Joy Haber PHONE (A/C, No, Ext): 800-407-4077 E-MAIL ADDRESS: Services@RRL-Ins.com	FAX (A/C, No): 321-752-7980
		INSURER(S) AFFORDING COVERAGE INSURER A : Lancer Insurance Company	NAIC # 26077
INSURED MTI Bus Company 2581 Sullivan Road College Park GA 30337		License#: L089001 MTICCHAR-01	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 1369760189

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.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is named as additional insured with respect to the operations of the named insured only.

CERTIFICATE HOLDER

CANCELLATION 30 Days

Fulton County Government – Purchasing and Contract
Compliance Department
21RFP131973C-MH - BUS AND SHUTTLE SERVICES
130 Peachtree Street, S.W.
Suite 1168
Atlanta GA 30303-3459

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

David E. Ghor

PROTECTION OF PROPERTY

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: MTI LIMO AND SHUTTLE SERVICES INC SIGNATURE: *c.ijames*

NAME: CAMERON IJAMES TITLE: DIRECTOR OF OPERATIONS

DATE: 11/15/2021

SECTION 9 – EXHIBITS

EXHIBIT 2: Fulton County Shuttle Schedules and Routes

EXHIBIT 2
FULTON COUNTY SHUTTLE SCHEDULES and ROUTES

2022 Schedule

The Schedule Runs Monday through Friday

Morning Routes:

Bus 1: Depart from the Yellow Lot

Time: 6:30 AM to 9:30 AM

Type: Main Route

Bus 1: Mid-Day Route

Time: 10:00 AM to 3:00 PM

Shuttle Type: Mid- Day, All Stops Done

Starting at 10:00 AM, the Mid-Day bus will make stops at all of the Fulton County Properties. **Shuttle** Expected departures from the parking Lots are every 30 – 35 minutes. Call dispatch at (770) 455-9600, select #1 to locate the bus.

Bus 2: Depart from the Yellow Lot

Time: 6:30 AM to 9:30 AM

Type: Main Route

From 11:00 AM – 1:00 PM jurors typically get released and take priority over requests **Shuttle** and the rest of the Route. No other passengers will be picked up until after all jurors have been picked up and dropped off.

Bus 3: Depart from the Brown Lot

Time: 6:30 AM to 9:30 AM

Shuttle Type: Uptown Route

We will do our best to accommodate everyone during the mid-day, but the jurors must come first per the contract!

Bus 4: Depart from Brown Lot

Time: 7:00 AM to 10:00 AM

Shuttle Type: Uptown Route

AFTERNOON/EVENING ROUTES:

Bus 1: Depart from 235 Peachtree Street

Time: 3:00 PM to 6:30 PM

Shuttle Type: Uptown Route **(All Stops)**

Bus 2: Depart from the Superior Court

Time: 3:30 PM to 6:30 PM

Shuttle Type: Uptown Route
(Dedicated 10 Park Place)

Bus 1: Depart from the Superior Court

Time: 3:00 PM to 6:00 PM

Shuttle Type: Main Route
(Includes 10 Park Place)

Bus 2: Departs from the Superior Court

Time: 4:30 PM to 7:30 PM

Shuttle Type: Main Route
(Includes 10 Park Place)

Route Notes:

Morning Routes Start and End at the Yellow or Brown Parking Lots on Central Ave

Evening Routes starts at the Superior Courts on the Main Line and the Uptown Route starts at 235 Peachtree Street or 10 Park Place

Fulton County Shuttle Main Route

Morning Schedule 6:00 AM – 10:00 AM

Bus 1: Depart from the Yellow Lot

Time: 6:00am to 9:00am

Shuttle Type: Main Route

Bus 2: Depart from the Yellow Lot

Time: 6:30am to 9:30am

Shuttle Type: Main Route

Bus 3: Depart from the Yellow Lot

Time: 7:00am to 10:00am

Shuttle Type: Main Route

Bus#	Yellow Lot	Superior Court	Gov't Center	Juvenile Court
1	6:00	6:05	6:10	6:15
1	6:20	6:25	6:30	6:35
2	6:30	6:40	6:45	6:50
1	6:50	6:50	7:00	7:05
3	7:05	7:10	7:15	7:20
2	7:20	7:25	7:30	7:35
1	7:35	7:40	7:45	7:50
3	7:50	7:55	8:00	8:05
2	8:05	8:10	8:15	8:20
1	8:20	8:25	8:30	8:35
3	8:35	8:40	8:45	8:50
2	8:50	8:55	9:00	9:05
3	9:05	9:10	9:15	9:20
2	9:15	9:20	9:25	9:30
3	9:45	9:50	9:55	10:00

Drop Off / Pick Up Locations

- **Yellow Lot Entrance- 593 Central Ave**
- **Government Center- 141 Pryor Street (in front of the building)**
- **Superior Court- 185 Central Ave (pick up/drop off on the corner of Mitchell Street)**
- **Juvenile Center- 395 Pryor Street (drop off/pickup at the steps at Marta Stop)**

Fulton County Shuttle Uptown Route

Morning Schedule 6:00 AM – 10:00 AM

Bus 1: Depart from the Brown Lot

Time: 6:30am to 9:30am

Shuttle Type: Uptown Route

Bus 2: Depart from the Brown Lot

Time: 7:00am to 10:00am

Shuttle Type: Uptown Route

Bus#	Brown Lot	34 Peachtree	100 Peachtree	10 Park Place	232 Peachtree
1	6:35	6:40	6:45	6:50	6:55
2	7:05	7:10	7:15	7:20	7:25
1	7:25	7:30	7:35	7:40	7:45
2	7:45	7:50	7:55	8:00	8:05
1	8:05	8:10	8:15	8:20	8:25
2	8:25	8:30	8:35	8:40	8:45
1	8:45	8:50	8:55	9:00	9:05
2	9:00	9:05	9:10	9:15	9:20
2	9:40	9:45	9:50	9:55	10:00

Drop Off / Pick Up Locations

- **Entrance to Brown Lot** - 630 Central Ave SW, Atlanta, GA 30312
- **34 Peachtree Street Drop off** - at the entrance to Woodruff Park
- **100 Peachtree Street Drop off** – at the corner if Auburn Ave at the News Stand
- **10 Park Place Drop off** – at the corner of Edgewood Ave
- **235 Peachtree Street Drop off** – 18 Andrew Young International Blvd

Mid-Day Route Instructions 10:00 AM - 3:00 PM

- Starting at 10:00am, the mid-day bus will make stops at all of the Fulton County Properties listed. Expected departures from the Parking Lots are every 30 - 35 minutes. All parking lots will be serviced!
- Call dispatch at #770-455-9600, select **#1** to locate the Bus.
- From 11:00am - 1:00pm jurors typically get released and take priority over the rest of the Route. No other passengers will be picked up until after all Jurors have been picked up and dropped off. Please be patient and plan accordingly!
- We will do our best to accommodate everyone during the mid-day, but the jurors must come first per the contract!

Overflow Silver Lots

- **Small Silver Lot** - 465 Central Ave, Atlanta, GA 30303 on the left side at the corner of Alice St.
- **Large Silver Lot** - 408 Central Ave, Atlanta, GA 30303 on the right after Alice St.

Fulton County Shuttle Main Route

Evening 3:00 PM – 7:30 PM

Bus 1: Depart from Superior Court

Time: 3:00pm to 6:00pm

Shuttle Type: Main Route - (Regular Route)

Bus 2: Depart from Superior Court

Time: 4:30pm to 7:30pm

Shuttle Type: Main Route – (Including 10 Park Place)

Bus#	Superior Court	10 Park Place	Gov't Center	Juvenile Court	Parking Lot
1	3:00		3:05	3:10	3:15
1	3:25		3:30	3:35	3:40
1	3:50		3:55	4:00	4:05
1	4:15		4:20	4:25	4:30
2	4:30	4:35	4:40	4:45	4:50
1	4:40		4:45	4:50	4:55
2	5:00	5:05	5:10	5:15	5:20
1	5:10		5:15	5:20	5:25
2	5:30	5:35	5:40	5:45	5:50
1	5:40		5:45	5:50	5:55
2	6:00	6:05	6:10	6:15	6:20
2	6:35	6:40	6:45	6:50	6:55
2	7:05	7:10	7:15	7:20	7:25

Drop Off / Pick Up Locations

- **Yellow Parking Lot – 593 Central Ave**
- **Superior Court – 185 Central Ave, Pickup/Drop off on the corner of Mitchell Street**
- **10 Park Place Drop off – at the corner of Edgewood Ave**
- **Government Center – 141 Pryor Street in front of the building**
- **Juvenile Center – 395 Pryor Street- drop off & pickup at the steps at the Marta Stop**
- **Entrance to Brown Lot – 630 Central Ave SW, Atlanta, GA 30312**

Fulton County Shuttle Uptown Route

Evening 3:00 PM – 7:30 PM

Bus 1: Depart from 235 Peachtree Street

Time: 3:00pm to 6:30pm

Shuttle Type: Uptown Route - (All Uptown Stops)

Bus 2: Depart from 10 Park Place

Time: 3:30pm to 7:00pm

Shuttle Type: Uptown Route – (Including 10 Park Place)

Bus#	232 Peachtree	100 Peachtree	34 Peachtree	10 Park Place	Gov't Center	Juvenile Center
1	3:00	3:05	3:10	3:15	3:20	3:25
2				3:30	3:35	3:40
2				4:00	4:05	4:10
1	4:00	4:05	4:10	4:15	4:15	4:25
2				4:30	4:35	4:40
2				5:00	5:05	5:10
1	5:00	5:05	5:10	5:15	5:20	5:25
2				5:30	5:35	5:40
2				6:00	6:05	6:10
1	6:00	6:05	6:10	6:15	6:20	6:25
2				6:45	6:50	6:55

Drop Off / Pick Up Locations

- **235 Peachtree Street** – 18 Andrew Young International Blvd Pick-up
- **100 Peachtree Street Pickup** - In front of the building
- **34 Peachtree Street Pickup** – In front of the building
- **10 Park Place Pickup** – Across the street from the Main Entrance
- **Government Center** – 141 Pryor Street Pickup Point
- **Juvenile Justice Center** – 395 Pryor Street Pickup Point

SECTION 10 – APPENDICES

NON-APPLICABLE