INTRODUCTION

The Atlanta Regional Commission (ARC), an instrumentality of the State of Georgia through its Homeland Security and Recovery Group, (HSRG) with its office located at 229 Peachtree Street, NE, Suite 100, Atlanta, Georgia 30303, is seeking to build upon its successful implementation of a regional airborne digital downlink upgrade and is soliciting a firm or teams of firms to provide “as-needed” equipment and technical services. This regional project is intended primarily to provide as many high definition cameras that can be funded within a defined budget and completed within an expeditious timeframe and some limited modifications of aerial assets to the following authorized law enforcement agencies across the Atlanta UASI footprint for the purposes of this solicitation consist of the City of Atlanta, and the counties of Clayton, DeKalb Fulton and Gwinnett. Through this project high definition cameras will be purchased and in at least one case installed on aircraft asset(s). Request for Proposals (RFP) will be considered based on the completion cost and minimal modification cost and according to compliance with specifications and other criteria, all described herein. Please note that the primary funding for this project is time sensitive and limited, therefore this Request For Proposal seeks to gain the maximum benefit and is structured in such a way to select offering on an ala carte basis for the available funding as part of the evaluation process. Because of the time sensitive nature of the project, ARC will consider up to 70% payment upon issuance of a purchase order to the successful vendor.

1. **Description of Helicopters & Priority of Services.**

   A. The priority list of equipment are one (1) camera on Airbus/Eurocopter AS350B2 helicopter (S/N 3807 - N90DK) operated by DeKalb County, Georgia; then one (1) camera on Bell 206L3 helicopter (S/N 51389 - N296CC), operated by Clayton County, Georgia; then one (1) camera on Bell 206B3 (S/N 3860 – N3188Z) operated by Fulton County, Georgia; then one (1) directional antenna, followed by one (1) camera on MD500E helicopter (S/N 0557E – N369PD) operated by the City of Atlanta. In addition to the aforementioned services, bidders are free to offer other services including support, extended warranty on
2. Fiscal Agent and Operating Agency. Throughout this document there will be references to The Atlanta Regional Commission – Urban Area Security Initiative (“ARC UASI”) and the Operating Agency or its designees. The ARC UASI will be the fiscal agent and is the overall responsible party for this project. The ARC UASI will provide the funding and shall be designated as the payor. The project is to be funded by Grant Award Number: EMW-2017-SS-00015-S01, Grant Name: FY2017 DHS HSGP, Urban Area Security Initiative (UASI) and the Catalog of Federal Domestic Assistance (CFDA) Number: 97.067. Depending on the final RFP and negotiations, other local funds may be used to contribute to the full cost to complete this project. All work shall be completed within four (4) months of the Notice of Award and issuance of Purchase Order (PO). The Operating Agency is the entity that owns or operates the helicopters and/or original equipment to be upgraded, installed, configured, modified, warrantied and inspected. Both the ARC UASI and the Operating Agency may identify and name an individual or group of individuals to oversee their interest in the project. These “designees” shall be identified and named to the vendor after award and prior to the start of the project. Future references to ARC UASI and the Operating Agency include such designees.

3. Instructions. Vendors/Bidders responding to this proposal should adhere to the following additional instructions:
   A. Submit five (5) hard copies and one (1) copy in digital format, either in Microsoft Word, Excel or PDF format, no later than 5:00 pm EST on Wednesday, February 19, 2020.
   B. Proposals must be submitted to the following address:
      Atlanta Regional Commission
      ATTN: Greg Mason
      Homeland Security & Recovery Group
      International Tower
      229 Peachtree Street NE
      Suite 100
      Atlanta, Georgia 30303
      UASI-RFQ@atlantaregional.org
C. Proposals shall not exceed a total of 20 pages (8.5 x 11), inclusive of quotes, resumes, firm experience, covers, end sheets and an introductory letter. Font size shall be a minimum of 11 points in all cases.

D. Vendors may submit proposals on hardware, integration, installation, service and support of any combination therefore, required to meet the specifications of this RFP. An example of the Mandatory Price Sheet can be found at the end of this document referenced as Exhibit A. Vendors may create their own form in Word or Excel as long as it follows the example provided.

E. The successful firm or team of firms should be prepared to begin work immediately and complete work within the time frame specified in this document. Furthermore, Selected vendor(s) should be prepared to sign a standard ARC contract for services which contains required federal and state clauses. A copy of this boilerplate language is attached as Exhibit B. Any major reservations with this boilerplate agreement should be note in the vendor’s response.

F. Proposals must include the following information:

1. Name of lead firm and any sub-consultants.

2. Listing of key project personnel and their qualifications (point of contact (name, title, phone number, mailing address, and email address) at lead firm.

3. A description of the organization’s legal status, tax classification, FEIN/Contractor Tax ID Number, and proof of organization’s financial solvency.

4. FAA Licenses/Certifications.

5. Description of experience on similar projects including a list of at least 5 references with current contact information.

6. Geographic location of the consultant’s office performing the work.

ARC reserves the right to award a contract based on this RFP to a vendor based on initial proposals received without formal interviews and to award all or part of this project to one or more firms. If interviews are necessary, the short-listed firms will be invited to participate in an interview process with an evaluation committee. Technical questions can be sent to UASI-RFQ@atlantaregional.org until 5:00 PM EST on Thursday, January 30, 2020. ARC will host a vendor/bidder’s conference on Friday, January 31, 2020 from 10:00 to 11:30 AM at ARC, International Tower, 229 Peachtree Street NE, Suite 100, Atlanta, Georgia 30303. Vendors unable to attend the vendor/bidder’s conference may dial into the conference at
4. **Best Value.** Selection of a vendor will be based on “Best Value” to the ARC UASI and the Operating Agency. The ARC UASI and the Operating Agency shall solely determine the “Best Value” through evaluation of each vendor proposal per the criteria described below.

5. **Evaluation Criteria.** The following are evaluation criteria. While negotiations may be held, vendors are advised to submit their most competitive Cost and Technical Responses.

   A. Qualifications and Experience: 50%
      1. Relevant Experience/Number of Aircrafts/Similar Projects Completed.
      2. References.

   B. Cost: 25%

   C. Technical Response Requirements: 25%
      1. Offer innovative technology in avionics video broadcast/interoperable communications systems, value of maintenance, warranty, and customer support.
      2. Broadcast technology, data compression, and transmission.

6. **Certification.** The helicopter(s) to be modified must be able to obtain standard airworthiness certificates, issued by the Federal Aviation Administration, when accepted by the Operating Agency after modification and completion. All installed equipment and accessories must have Federal Aviation Administration approval and have no negative impact on the standard airworthiness certificate.

7. **Airworthiness Directives.** All current airworthiness directives must be complied with at the time of Operating Agency acceptance. Any anticipated airworthiness directives must be listed within the proposal response, to include the costs associated with their compliance. Any recurring airworthiness directives shall be noted as to the efforts ongoing by the manufacturer or vendor to provide a remedy.

8. **Scope of Work.** At a minimum, all items listed under section 16.
9. **Experience, Qualifications.**
   
   A. Vendors or sub-contractors shall have documented previous experience with providing high definition cameras, preferably for law enforcement, similar to what is outlined in this RFP. The completions may have included the installation of gyro stabilized camera systems which included infrared and video cameras, and custom cockpit panel layouts. Vendors or sub-contractors should explain in detail their experience how and where they have provided high definition camera systems within the last 48 calendar months AND provide contact information (name, address, phone and email) for the customer(s). If providing installations of listed equipment, vendors or sub-contractors shall be licensed as Federal Aviation Administration avionics repair stations associated with this work.

10. **Vendor Modification and Completion Requirements and Standards.**
    
    A. If vendor is providing installation of listed equipment: All equipment shall be new quality.
    
    B. Upon equipment delivery, vendor shall provide installation instructions, operation manuals/guides, training material, Rotocraft Flight Manual supplements and any instructions for continued airworthiness.
    
    C. If vendor is providing installation, upon helicopter delivery, the vendor shall provide the Operating Agency with a listing for each piece of equipment, in addition to that required in the pilot operating handbook and/or airplane flight manual, listing the following:
       1. Name.
       2. Weight.
       3. Part number.
       4. Center of gravity location.

11. **Subcontractors.** Subcontractors may be used but vendor must provide list of proposed Subcontractors in their RFP package and is subject to approval by the ARC-UASI and Operating Agency.
12. **Contract; Work Conferences and Inspections.** Within thirty (30) calendar days of the RFP award, representatives of ARC-UASI and the Operating Agency shall meet with the successful vendor at the vendor’s facility for a work scope meeting and to negotiate the final terms and conditions of a contract between the parties.

13. **Inspections.** The successful vendor at all times during the contract term shall allow Operating Agency to inspect the status, if or in cases where installation is completed to the helicopters during normal business hours or as otherwise agreed upon by the vendor and Operating Agency.

14. **Warranty.** All work performed by the vendor shall be warranted by the vendor for repair, to include parts and labor, for not less than 1,000 flying hours or 24 months, whichever occurs first, after acceptance of the helicopter by the Operation Agency as described in Section 16. Any warranty repairs shall be performed at the assigned operating station of the helicopter, as determined by the Operating Agency within the State of Georgia, unless the Operating Agency chooses to have the warranty repairs performed at the facilities of the vendor.

   A. The vendor shall ensure that all manufacturers’ warranties for purchased parts, components, and products, whether installed in a helicopter(s) or delivered as loose equipment with a helicopter(s), are transferred to the Operating Agency so that the Operating Agency enjoys the full benefit of those warranties as offered by the manufacturers.

   B. The vendor shall ensure that all manufacturers’ warranty periods for purchased parts, components, and products, whether installed in a helicopter(s) or delivered as loose equipment with a helicopter(s), begin with the date that the Operating Agency accepts the helicopter(s). The vendor shall ensure that the Operating Agency receives the full warranty period allowed by the parts, components, or products manufacturers, as though the Operating Agency had purchased the part, component or product, and had immediately placed that part, component or product into the service of the Operating Agency, having met all conditions required to receive the full effect of the manufacturers’ warranty period.

   C. Should the vendor fail to comply with the requirements of the preceding two (2) paragraphs, the vendor shall act in the part, component, or product manufacturers’
stead, and shall satisfy the part, component, or product manufacturers’ warranty
obligation as though the requirements of the preceding two (2) paragraphs had been
satisfied, so that the Operating Agency receives the full benefit of those warranties
as offered by the manufacturers.

D. If the helicopter(s) is grounded due to a warranty repair item, and mission demands
require immediate repair and return to service, the Operating Agency shall make
necessary repairs by the most expeditious means available and shall be reimbursed
for parts and labor by the vendor.

15. Antennas. With respect to the sole antenna within the specifications, if selected as an option,
the vendor shall ensure that equipment requiring antenna or antennas have those items
properly installed to operate all the listed equipment herein. Each antenna is to be labeled
eexternally on the helicopter as to its function and/or assigned piece of equipment.

16. Law Enforcement Equipment. Each helicopter will be specifically equipped with equipment
listed below as per the designated helicopter and Operating Agency in the equipment
description:

A. Camera Systems
Provide a camera system for all four (4) helicopters listed in Section 1-A. above that provides
both day, thermal imaging, and low light capability with the specifications below.

Turret specifications:
- 10.25" max turret dia. (excluding connector interface) (less than 11”)
- 14.1" max turret height (excluding mounting interface)
- 38 lb's max turret weight (excluding mounting interface) (can be set at 40lb’s max)
- Four Axis active stabilization
  2 axis inner (pitch/yaw) and 2 axis outer (azimuth/elevation)
- 6 Axis passive vibration isolation (pitch/roll/yaw)
- Fully integrated/compatible with the Churchill ARS or Aero Computers UC-6000 mapping
  system via remote control subsystem that controls turret on RS-422, Ethernet or MIL-STD-
  1553b port.
- 15 micro-radian or less typical stability on all sensors without the use of external vibration
  isolator, fast steering mirrors or other electronic image stabilization methods.
- Elevation Coverage: +90⁰ to -120⁰
- Azimuth Coverage: 360⁰ continuous
- Integrated missile grade IMU mounted on the optical bench to support both gimbal stability and geo-pointing (co-located with imaging sensors). ≤2.5 mrad pointing typical accuracy, <3 mrad rms. With Embedded GPS.
- 1920 X 1080 CMOS HD color sensor with 31.2° x 1.2° optical HFOV (720P) or 1.8° to 31.2° (1080p)
- 191920 X 1080 CMOS color daylight spotter scope sensor (EON) with a fixed HFOV of 0.61° degree’s (720P). 1080p or 720p video format
- 1280 X 720 Mid-Wave 8 micron pixel pitch IR Camera with 30.2° X 2.8° continuous optical zoom or step zoom (operator selectable) 1080p or 720p video format.
- 2X & 4X digital zoom on all sensors
- Power requirements 112 w (280 W max), 4-amp steady state (10-amp max)
- Enhanced Image Processing for both IR and EO sensors (Local Area Contrast Enhancement, Digital Contrast Enhancement, Edge Sharpening, Image Noise Reduction)
- Picture-In-Picture (PiP) and Pseudo-Color IR standard
- Video Tracker (AVT) with Automatic Target Acquisition that functions on any sensor video.
- Geo-referenced target location including GPS antenna and imbedded receiver.
- Cables and connectors for a straight through type install on the Helicopters listed in Section 1-A. above.
- Purge kit for periodic ground servicing of the sensor system turret.

System Controller Specifications:
Ruggedized Hand Controller with integrated backlighting, not to exceed 2.2Lbs and 4.51” (W) x 8.77” H (including grip) x 2.43” D (excluding grip)

Support:
- Field Support technicians for on-site service support
- Multiple North American support/repair centers
- 24 months / 1,000-hour standard warranty

B. Downlink Directional Antenna
Provide one (1) Directional Antenna and associated equipment for installation on MD500E helicopter (S/N 0557E – N369PD) operated by the City of Atlanta that meets the following specifications:

SL-MINI2-4965- CPL-01 SkyLink MINI II, high performance directional antenna with Internal INS
- Stand-alone Antenna with built-in servo drive
- may be controlled from C90/100 or customer supplied control system (not included)
- Small and light weight
- Internal INS
- Frequency: 4.9 and 6.5 GHz (one at a time)
Multi-Jurisdictional, Multi-Helicopter Aerial Camera System Upgrade
and Limited Modification Specifications

> One (1) 2x1 RF switch (band selector)
> TNC connector for 4.9 GHz and N-Type connector for 6.5 GHz
> Az/El control
> Includes slip rings
SkyLink MINI Coupler Assembly with Downlook Antennas
> In-line 6 dB Coupler
> Two (2) Integrated Downlook Antennas for 4.9 and 6.5 GHz
> 75/25 split (HG/DL)
> One (1) circulator

SL-C90-01 SkyLink Control, C90
High performance, avionics grade control system with moving map and optional control of complete airborne ENG, ALE or EMT system
> Controls up to four radios, Rx/Tx
> Interfaces with existing VGA monitor to display microwave control and map
SL-OPT-GPS-05 GPS Antenna and Cable for C100 or Antenna Pod, 20 ft.
SL-OPT-ANT-01 Steerable Antenna Control (Pod) > Software
SL-OPT-IMT-TX-01 IMT Skymaster Tx Control
> Provides both radio control and data power > Includes software GUI panels
> Software only
SL-RMT-01 Remote Interface Protocol Driver and Software for External Mapping System Control
SL-ICK-SLM-02 Installation Connector Kit, C90/C100 to MINI w/ Internal INS
> Includes cable termination instructions
SL-ICK-C90-01 Installation Connector Kit, SkyLink C90 with C10 > Includes cable termination instructions
SL-ICK-ETH-02 Installation Connector Kit, C90/100 to Ethernet > Includes termination instructions
SL-ICK-IMT-TX-01 Installation Connector Kit, IMT Skymaster Tx
> Connectors for control cable (power, nav, data) > Includes cable termination instructions
DT-1-1 / DT-1-11 DOVETAIL SET
Aircraft Integration - Installation equipment listed above

17. Inspection and Acceptance.
   A. Final Inspection. Final inspection shall be conducted at the vendor’s location prior to the Operating Agency taking acceptance of the associated helicopter. The Operating Agency shall have sole authority to determine that the specifications have been met. Inspection shall include the verification that all equipment has been installed, that the equipment is working properly, and shall include flight tests, the number and
length to be determined by the Operating Agency. If a defect is found with a helicopter and/or modification and completion, and the remedy for the defect will take an extended period of time as determined by the Operating Agency, then subsequent inspections shall occur until the contract specifications are met as determined by the Operating Agency and each helicopter is accepted.

B. **Shipping Expenses.** Any loose equipment, packing cases, documentation, and etcetera, which cannot be transported within a helicopter to its assigned duty station, shall be shipped to the address as determined by the Operating Agency at the vendor’s expense.

C. **Completion Schedules.** All helicopters and any relevant components shall be fully equipped, certified as per specifications, and delivered to the Operating Agency, in accordance with the provisions of this document, within 90 calendar days of the execution by the parties of a legally binding contract. Such contract shall be negotiated and executed by the parties, a helicopter completion schedule will be provided to the vendor and the first helicopter released to the vendor within 30 days.

D. **Completion Penalties.** Vendor understands and agrees that the delivery and acceptance deadline stated within this document is critical to the Operating Agency and that damages for failure to meet the completion schedule are difficult to calculate. Therefore, in the event the vendor fails to meet the delivery schedule to be provided by each of the four Operating Agencies as described within this document, the Operating Agency shall have the right to impose liquidated damages in the amount of $500 per calendar day. These liquidated damages are intended to represent a reasonable estimate of the damages which will be incurred by the Operating Agency and are not intended to be a penalty. ARC UASI has the right to offset any liquidated damages payable to the Operating Agency, as specified above, against any payments due to the vendor. If insufficient payments are available to offset such liquidated damages, then the vendor shall pay the Operating Agency any remaining liquidated damages within fifteen (15) calendar days following receipt of written notice of the amount due.
E. RFP price per helicopter completion shall be the invoice price per helicopter completion. ARC UASI shall remit payment for all vendor provided equipment and vendor provided services only after the Operating Agency has determined that the specifications as described within this document have been met through the procedures as described in this Section 16.

18. Required Federal Clauses and Certifications. Vendors should note that all ARC-UASI solicitations and resulting contracts shall contain the following Federal Acquisition Regulations (FAR) https://www.acquisition.gov/browsefar and other clauses as applicable:

A. Debarment and Suspension.
B. Conflict of Interest.
C. Lobbying and Certification and Disclosure.
D. Sensitive Security Information.
E. Federal Civil Rights Laws and Regulations.
F. Federal EEO requirements.
G. Disadvantaged Business Enterprises/Small and Minority Firms and Women’s Business Enterprises.
H. Labor Requirements.
I. Environmental Protections.
J. Energy Conservation.
K. Georgia E-verify.
L. Audit requirements.
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<thead>
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<th>Jurisdiction</th>
<th>Aircraft</th>
<th>Equipment</th>
<th>Installation</th>
<th>Comments</th>
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<tr>
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<td></td>
<td>Helicopter (S/N 3807 - N90DK)</td>
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<tr>
<td>Clayton County</td>
<td>Bell 206L3</td>
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<td>Helicopter (S/N 51389 - N296CC)</td>
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<td>Antenna Installation Cost</td>
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## EXHIBIT A - Mandatory Pricing Sheet Sample

### Aerial Camera System Upgrade Budget Worksheet, Continued*

#### Other Services:

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<th>New Equipment Integration</th>
<th>Specific Jurisdiction</th>
<th>Cost</th>
<th>Comments/Limitations</th>
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<tr>
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<td></td>
<td>Fulton County</td>
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<th>2-year Cost</th>
<th>Comments/Limitations</th>
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<td>Ongoing service and maintenance of the existing ground based regional aviation downlink system, to include receivers, data lines, website, etc.</td>
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<th>Monthly Cost</th>
<th>Annualized Cost</th>
<th>Comments/Limitations</th>
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<tbody>
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<td>City of Atlanta</td>
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</tbody>
</table>

*Vendors may submit RFPs on hardware, integration, installation, service and support or any combination thereof.

**Total Proposed Vendor Cost:** $0.00
THIS AGREEMENT, entered into as of this ___ day of ___________________ 2019, by and between ___________________________ (hereinafter referred to as the "Consultant") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage the Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project") which is to be wholly or partially financed by a grant from the United States Department of Homeland Security (DHS) through the Georgia Emergency Management Agency and Homeland Security Agency (GEMA/HS), (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as "the Concerned Funding Agencies");

WHEREAS, the Consultant desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. **Engagement of the Consultant.** ARC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.

2. **Scope of Services.** The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.

3. **Time of Performance.** The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before ________________.

4. **Compensation.** The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed $______________.

5. **Approval of Subcontracts.** None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Consultant shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure. Subcontracts presented in the proposal for services are considered to be approved.

6. **Prompt Payment and Retainage.** The prime Consultant agrees to pay each subcontractor under this prime grant for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime Consultant receives from ARC. The prime Consultant agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC.

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Any Consultant found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If Consultant does not take corrective action, Consultant may be subject to contract termination.

7. **Assignability.** The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.

8. **Amendments.** ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.

9. **Insurance.** The Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, and Property Damage coverage.

10. **Indemnification.** To the extent permitted by law, the Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney’s fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Consultant or any person employed by the Consultant.

11. **Formal Communication.** Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and ARC's Executive Director. However, the Consultant executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the Manager of the Homeland Security and Recovery Group as his agent for purposes of this contract only, except for Amendments and Terminations.

12. **Reports.** The Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.

13. **Financial Reports.** In addition to other records required by this contract, the Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

14. **Review and Coordination.** To ensure adequate assessment of the Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Consultant shall be given reasonable written notice of such meetings.

15. **Inspections.** Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
16. **Maintenance of Cost Records.** The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

17. **No Obligation by the Federal Government.** ARC and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

18. **Consultant's Personnel.** The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

19. **Employee's Rate of Compensation.** The rate of compensation for work performed under this project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.

20. **Interest of Consultant.** The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of ARC, and if ARC notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.

21. **Interest of Members of ARC and Others.** No officer, member or employee of ARC, and no public official of any local government which is affected in any way by the project, who exercises any function or responsibilities in the review or approval of the project or any component part thereof, shall participate in any decision relating to this agreement which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the project, have an interest, direct or indirect, in this agreement or the proceeds arising therefrom.

22. **Officials Not to Benefit.** No member of or delegate to the Congress of the United States of America, resident commissioner or employee of the United States Government, shall be admitted to any share or part of this agreement or to any benefits to arise therefrom.

23. **Compliance with Requirements of the Concerned Funding Agencies.** The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the
same were attached hereto. ARC will notify the Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.

24. **Allowable Costs.** In the case of a cost reimbursable contract, the Consultant certifies that costs claimed for reimbursement under this contract shall not include costs incurred prior to the effective date or subsequent to the end date of this contract. The amount reimbursed under this contract shall be limited to the necessary and reasonable costs of employment, training, and other services provided according to the terms and conditions of this contract and the attachments hereto. In no event shall the allowable costs for any single line item of the budget attached hereto exceed the amounts shown for that line item therein, except as allowed under Attachment B. Reimbursement shall not be made to pay cost incurred for travel outside the state of Georgia unless approved in writing by ARC in advance for said travel; provided, further, that if travel inside or outside Georgia is approved, and said travel is to be by air, first class accommodations shall not be allowed. Mileage reimbursement is allowable and shall not exceed the IRS Standard Mileage Rate for Business.

25. **Disallowed Costs.** If costs incurred by the Consultant are not in conformity with the requirements of this contract and are subsequently disallowed as a result of a financial and compliance audit performed either pursuant to Audits herein below, by ARC, the concerned funding agency, the Comptroller General of the United States, or any of their duly authorized representatives, or otherwise, such costs shall be refunded to ARC from non-federal sources. ARC further reserves the right to withhold funds to recoup such improper or unauthorized disbursements. No finding of disallowed costs shall be made except after notice and opportunity for a fair hearing as provided in Disputes and Appeals herein below. Funds shall not be allowable under this contract for costs of entertainment. Contributions made on behalf of any participant to retirement systems or plans are not allowable under this contract. Further, funds shall not be allowable under this contract for payment of premiums for insurance policies which provide protection from debts against ARC, the state of Georgia or the United States government.

26. **Publicity.** Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.

27. **Assurances.** The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 48 CFR 31, “Contract Cost Principles and Procedures,” Executive Order 12372, “Intergovernmental review of Federal programs,” U.S. Office of Management and Budget Circular Nos. A 21, “Cost Principles for Educational Institutions,” and A 133, “Audits of States, Local Governments and Non-Profit Organizations,” or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. The provisions of 2 CFR 200.501 require a nonfederal entity that expends $750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, the Consultant gives assurance and certifies with respect to this agreement that:

a. For all agreements:

   i. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

   ii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for
which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed, and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

iii. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of a federal and federally assisted projects.

iv. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.

v. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

vi. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

vii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.


ix. The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 5 of 12
13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.

x. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

The Consultant further agrees to include the provisions contained in the foregoing paragraph in each subcontract for services hereunder.

The Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

b. For agreements involving either full or partial federal financial assistance for construction projects(s):

i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.

ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Useable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Consultant will be responsible for conducting inspections to ensure compliance by the Consultant with these specifications.

c. For agreements exceeding $100,000.00 in federal financial assistance:

i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

28. Certifications

a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for the Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.

b. Debarment and Suspension. The Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.

c. Drug-Free Workplace. The Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Consultant.

d. The Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

29. Termination for Mutual Convenience. ARC or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for
inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Consultant for the ARC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination.

30. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

31. Termination of the Agreement for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Consultant and ARC may withhold any payments to the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to ARC from the Consultant is determined.

32. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Consultant, this agreement may be immediately terminated without further obligation of ARC.

33. Suspension Due to Non-Availability of Funds. The Concerned Funding Agencies have the right to suspend financial assistance for this project. Consequently, ARC reserves the same right regarding this agreement. Such suspension would cause the withholding of further payments and/or prohibiting the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are noncancelable.

34. Disputes and Appeals. Any dispute concerning a question of fact arising either from a Consultant or Consultant selection decision, or under a Consultant or Consultant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Consultant). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive
Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Consultant or Consultant contract already executed, the Consultant or Consultant shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

35. **Force Majeure.** Any delay or nonperformance of any provisions of this Agreement caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this agreement, provided that such party has made reasonable efforts to notify the other party in writing and makes reasonable efforts to resume performance once the condition interfering with or preventing performance is removed.

36. **Waiver.** The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.

37. **Authority.** The individuals executing this Agreement on behalf of the Consultant and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.

38. **Applicable Law.** This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.
IN WITNESS WHEREOF, the Consultant and ARC have executed this agreement as of the day first above written.

ATTEST

______________________________

By: ____________________________

Title: __________________________

ATLANTA REGIONAL COMMISSION

______________________________

Executive Director

______________________________

Board Chairman
ATTACHMENT A
SCOPE OF SERVICES

I. **General:** The work to be accomplished by the Consultant is in support of the following ARC Cost Center:

<table>
<thead>
<tr>
<th>Cost Center No.</th>
<th>Cost Center Title</th>
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II. **Scope of Work.** As stated previously, the successful bidder will to provide the following services:

*
ATTACHMENT B
COMPENSATION AND METHOD OF PAYMENT

I. Compensation: In no event will the total compensation and reimbursement, if any, to be paid to the Consultant under this contract _______00. A breakdown of this budget is listed in “Exhibit B-1, Contract Budget,” which is attached to and made part of this contract for financial reporting, monitoring, and audit purposes.

II. Method of Payment: The following method of payment will be used for this project:

A. Progress Payments: The Consultant shall be entitled to receive progress payments on the following basis. On a monthly basis during the existence of this contract, the Consultant shall submit to ARC an invoice for payment documenting work performed during the invoice period. Any work for which payment is requested may be disallowed at ARC’s reasonable discretion if not properly documented in the required monthly progress report. Invoices properly submitted shall be paid or rejected within 45 days of receipt by ARC.

Invoices shall be submitted to:

B. Final Payment: Final payment shall only be made upon determination by ARC that all requirements hereunder have been completed. Upon such determination and upon submittal of a final invoice, ARC shall pay all compensation due to the Consultant, less the total of all previous progress payments made.

Consultant’s final invoice and final narrative progress report must be received by ARC no later than fifteen days after the project completion date specified in the contract. ARC may, at its discretion, disallow all or part of a final invoice received after this deadline.

III. Invoices: ARC shall make payments to the Consultant as the work progresses but not more often than ______ per month. Invoices shall be submitted to ARC by the _____ day of each month to the above listed contact. Invoices shall include a description of work completed, and percentage of work completed, amount previously billed, a unique invoice number, the period of performance in which the work completed took place, and a valid payment address. ARC may, at its discretion, disallow all or part of a payment of an invoice received after this deadline or determined to be incomplete.
EXHIBIT B-1
CONTRACT BUDGET

Consultant Name and Address:

Contract Period:

Task

SubTask