



## **Request for Proposals**

### **Agency-Wide Policy Framework and Comprehensive Economic Development Strategy Update**

Metro Atlanta is a dynamic and thriving region that competes globally for business and talent. The region is also hub for small businesses and entrepreneurship. Continuing to advance the region's economy and quality of life requires internal agency policy consistency and collaboration across many different external sectors.

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms to create a new Policy Framework and the Comprehensive Economic Development Strategy (CEDS), currently known as CATLYST. Both updates should focus on equity and resiliency.

The Atlanta Regional Commission (ARC) is the regional planning and intergovernmental coordination agency created by local governments in the Atlanta region pursuant to legislation passed by the Georgia General Assembly. ARC is the forum through which officials of local governments in the Atlanta region confer to solve mutual problems and decide issues of region-wide importance. ARC engages in a continuous program of research, study, and planning of matters affecting the Atlanta region. As an area of greater than 1 million residents, ARC has authority under state laws as a Metropolitan Area Planning and Development Commission (O.C.G.A. 50-8-80).

In addition to being the official planning agency under state law for the 10-county region, ARC is also the transportation planning agency for the Atlanta region under federal law as the designated Metropolitan Planning Organization (MPO) for all or part of 20-counties and the designated Economic Development District (EDD) by the Economic Development Administration (EDA). ARC also provides planning staff to the 15-county Metropolitan North Georgia Water Planning District (MNGWPD), serves as the administrative agency for the 7-county Atlanta Regional Workforce Board (ARWB), and aging services and policy guidance are provided as the Area Agency on Aging (AAA). Through the agency's four Centers, which include Livable Communities, Strategic Relations, Community Services, and Strategic Operations and Administration, short and long-term technical planning documents are created, and implementation is pursued in cooperation with our partners. ARC intends to expand cooperation between internal disciplines and develop a consistent message to our external partners through this process.

The Atlanta Region's Plan (2020) established a Policy Framework ("Framework") consisting of a vision and six (6) key goals which provide an actionable roadmap for the region's future which



forms the foundation for two key documents: The Regional Development Plan (RDP) and the Regional Transportation (RTP). It is the intent to refer to the adopted Framework as a starting point to develop a new agency-wide Policy Framework for all documents and initiatives with a focus on equity and resiliency. The development of this Framework will be Phase I of this project.

As the designated EDD, the ARC is required to update the (CEDS) on a 5-year cycle. The CEDS encompasses the 10 metro counties of the ARC: Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Gwinnett, Henry and Rockdale. The last CEDS, known as CATLYST, was completed in 2017 and the implementation period for this strategy ends with CY 2022. CATLYST was developed independently of the adopted Policy Framework which is not ideal when pursuing consistent messaging to external users. The 2022 required update, which will be Phase II of the project, is intended to be consistent with Framework developed in Phase I.

The current Policy Framework and CEDS (CATLYST) can be viewed at:

- [policy-framework.pdf \(atlantaregional.com\)](#)
- [CATLYST Regional Economic Competitiveness Strategy - ARC \(atlantaregional.org\)](#)

Interested firms or teams of firms should submit a proposal that addresses the factors listed below and in the scope of services in Exhibit A. In addition, the Consultant should provide a detailed breakdown of the proposed budget in the format of Exhibit B.

ARC and other partners have initiatives and/or projects listed in CATLYST (CEDS) underway or completed. A firm or team of firms will expand the CEDS, to further provide ARC and other partners with an updated implementation strategy that builds upon the goals and objectives within the overall Policy Framework and the CEDS, as well as propose new strategies and implementation activities for the short and long-term. This new CEDS will meet with the requirements set forth by EDA for a required CEDS update and will seek to address the following needs:

- A robust community engagement process including traditional partners that have participated in the past with a focus on the participation of minority groups or groups that are often underserved in our region. This should include both traditional and non-traditional engagement techniques.
- A document which is user-friendly for both internal and external users. The update should address regional issues with local governments and outside agencies in mind for ease of implementation.
- A focus on small businesses, entrepreneurship, and workforce development in addition to global economic development which often takes center stage in the CEDS.



The strategies and implementation activities should be developed through the lens of improving economic sustainability and inclusion within Metro Atlanta, making the area more resilient to future economic shocks, and benefitting the people and communities of the area.

ARC intends to award a contract for work in June/July 2021 with work completed by September 2022. A detailed task list is provided under Exhibit A. It is anticipated that available funds for the project will be approximately \$125,000. ARC is receiving funds from the U.S Economic Development Administration (EDA) to assist in this project. ARC reserves the right to award all or part of the available funds for this project. If additional funds become available during the study process, an additional task may be added to this project. A listing of the proposed additional task is identified at the end of the Scope of Services.

A successful firm or team of firms is expected to be able to facilitate discussions with internal staff and external agencies such as local governments/government agencies, chambers of commerce, community groups, business associations, and other identified groups. The firm or team must be familiar with EDA requirements for a CEDS update and able to provide thorough recommendations for a variety of community and economic development issues and the development of implementation strategies. Successful firms or teams of firms should be able to demonstrate experience in developing consensus and trust from a variety of parties that have competing interests.

Interested firms or teams of firms should submit a proposal that addresses the factors listed below and in the Scope of Services in Exhibit A. In addition, the firm or team of firms should provide a detailed breakdown of the proposed budget in the format of Exhibit B, B-1, and B-2. The firm or team of firms is encouraged to provide additional suggestions for analysis, strategies, or other actions, beyond what is outlined in the exhibits, that could be undertaken during the agency-wide Policy Framework or CEDS update.

Firms or teams of firms must respond to this RFP with hardcopy and electronic versions of their proposals in either Microsoft Word compatible format or a PDF file. Proposal evaluation will focus initially on the written proposals. Should it be determined that interviews are required, a “short list” of firms will be selected from the proposals received. If interviews are necessary, the short-listed firms will be invited to participate in an interview process with an evaluation committee, to be scheduled before the end of June 2021. As ARC is currently closed to visitors, interviews will be conducted via Microsoft Teams. ARC will confirm a specific interview date and time with those short-listed firms. ARC reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms.

Proposals must include the following information:

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



2. Point of contact (name, title and phone #) at lead firm.
3. Description of relevant experience on projects of this type including non-traditional community engagement.
4. Qualifications and technical competence of consultant/or sub-consultants in the type of work required.
5. Description of experience on similar projects including a list of at least 3 references within the past 5 years, with current contact information.
6. Listing of key project personnel and their qualifications.
7. Geographic location of the consultant's office performing the work.
8. A detailed description of the technical approach proposed for the accomplishment of the work.
9. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A. The work plan should include estimated lump sum cost for each task identified in Exhibit A. Please use the format in Exhibit B-1 for the estimated cost per task.
10. A proposed project budget in the format of Exhibit B and B-1, B-2 to this RFP.
11. A DBE Utilization Plan in the format in Exhibit C.
12. Completed form in Exhibit D:
  - a. Contractor/Vendor Information Form
  - b. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion- Lower Tier Covered Transactions and Lobbying
  - c. Georgia Security and Immigration Compliance Act- Contractor Affidavit
13. Any other pertinent information.

The review of written proposals will be based on the following evaluation criteria, with the relative weights in parentheses:

1. Experience and qualifications of key personnel (15%)
2. Technical approach (40%)
3. Demonstrated familiarity with group facilitation, CEDS updates, community engagement and user-friendly document development (30%)
4. Work plan and schedule (5%)  
*Note: This includes the consultants' ability to demonstrate a balanced workload for its staff in order to carry out its responsibilities to ARC in balance with any other contracts the consultant may have.*
5. Demonstrated capability to perform on schedule and within budget (5%)
6. Project budget (5%)

It is the policy of ARC that Disadvantaged Business Enterprises (DBEs) (49 CFR Part 26) have the maximum opportunity to participate, either as contractors or as subcontractors, in the performance of Commission contracts to the extent practical and consistent with the efficient performance of the contract. ARC's current DBE goal is 17.61%. Information regarding ARC's DBE Program can be found at <http://www.atlantaregional.org/about-us/business-opportunities>.



Additional information should not be required to respond to this RFP. However, technical questions will be accepted and should be submitted in writing no later than 5:00 p.m., Friday, June 4<sup>th</sup> 2021. Written questions should be submitted by email to Keri Stevens at [kstevens@atlantaregional.org](mailto:kstevens@atlantaregional.org). Questions and responses will be posted on the ARC website Thursday, June 10, 2021.

Firms must respond to this RFP with written proposals as well as electronic copies of their proposals in PDF format. Firms must email an electronic copy to Keri Stevens @ [kstevens@atlantaregional.org](mailto:kstevens@atlantaregional.org). ARC must also receive a hard copy via the address below. Please email confirmation and tracking number of the proposal to [kstevens@atlantaregional.org](mailto:kstevens@atlantaregional.org).

**Proposals are due no later than 4:00 p.m. on Wednesday, June 23, 2021.**

Proposals shall not exceed a total of 25 pages (8.5 x 11, front and back of sheet counted as two pages), inclusive of resumes and firm experience. Covers, end sheets, proposed budget, and an introductory letter shall not count against the maximum. Font size shall be at a minimum of 10 point in all cases.

Please send written proposals to:

Atlanta Regional Commission  
ATTN: Keri Stevens  
229 Peachtree Street NE  
Suite 100  
Atlanta, GA 30303

## **CONFIDENTIALITY AND CONFLICT OF INTEREST**

ARC is subject to the Georgia Open Records law. All proposals submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct available here: [Standards of Ethical Conduct](#). Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict. ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.



## **EXHIBIT A SCOPE OF SERVICES**

### **I. General:**

The work to be accomplished by the Consultant is in support of the following ARC work program component:

002DRE Regional Economic Development Plan

### **II. Objective:**

The project will be completed in two (2) phases. Phase I is to draft a new agency-wide Policy Framework extending a consistent message agency-wide and Phase II will be the required 5-year update of the Comprehensive Economic Development Strategy (CEDS), currently known as CATLYST, in compliance with EDA requirements. Both phases will focus on equity and resiliency, user-friendly documents, and consistent messaging. An additional focus of the CEDS update is on small businesses and entrepreneurship and local government/organization participation and implementation.

The consultant will lead the work outlined in Section III Work Tasks-Phase I Agency-wide Policy Framework. In an effort to utilize both available financial and in-house staff resources, the firm or team of firms will lead certain aspects of the project and assist the ARC team who will lead other aspects of the project as outlined below in Section IV. Work Tasks-Phase II CEDS Update. The final deliverables, in the form of a separate document for Phase I and Phase II, will be produced by consultant team. As noted, not all EDA requirements will be part of the scope of the firm or team of firms and extensive coordination with ARC staff will be needed to complete the required CEDS document.

The strategies and implementation activities should be developed through the lens of improving economic sustainability and inclusion within Metro Atlanta, making the area more resilient to future economic shocks, and benefitting the people and communities of the area.

### **III. Work Tasks-Phase I Agency-wide Policy Framework**

The consultant will convene internal ARC Centers to utilize the RTP/RDP Policy Framework Vision and Key Goals and the CATLYST (CEDS) Pillars as the foundation to create a new Policy Framework for the RDP/RTP/CEDS and other technical agency documents. This could include a common Mission, Vision, Guiding Principles, Objectives, Policies, and Goals. The new Policy Framework will guide ARC staff and inform other technical documents in future processes and provide guidance on the expenditure of funds and other resources.

**Task 1-Phase I Timeline:**

A timeline for Phase I showing this phase being completed by the end of 2021/January 2022.

**Deliverable: Timeline**

**Task 2-Document Review:**

**The consultant will review:**

- RTP/RDP Policy Framework and CATLYST (CEDS) Pillars
- Plans:
  - Atlanta Region’s Plan
    - RTP
    - RDP
      - Water Supply and Conservation Plan
      - Arts, Culture and Creative Placemaking Plan
      - Other Relevant Plans
  - CATLYST (CEDS)
  - Live Beyond Expectations
  - WorkSource Group-WorkSource Metro Atlanta 2020-2023
  - Regional Resource Plan
  - Metro Atlanta Speaks
  - Atlanta Regional Freight Mobility Update
  - Metro Atlanta Housing Strategy
- Examine Mission, Vision, Guiding Principles, Objectives, Policies, and Goals language across ARC documents identifying similarities and differences.

**Deliverable: Document Comparison Matrix**

**Task 3-Engagement:**

- **Project Management Team (PMT)**  
A Project Management Team will be established made up of the ARC Project Manager, Identified Community Development Group (CDG) Staff and the consultant team. This team shall meet or hold a conference call at minimum monthly to discuss the study progress, direction, and advise on involvement and other planning process issues.
- **Steering Committee (SC)-** The SC will consist of the ARC Project Manager, PMT, representatives from each ARC Center. The representatives will be identified by Center Directors.
- **Facilitated Meetings:**



Facilitate in-house discussions on the Framework Structure which may include a Mission, Vision, Guiding Principles, Objectives, Policies, Goals or other terms.

- Focus on Equity/Resiliency/Economic Mobility
- Meetings:
  - Minimum of three (3) internal meetings
  - One (1) outside stakeholder group
- Presentations and engagement sessions with the ARC Board

**Deliverable: Engagement Plan (consistent with timeline in Task 1)**

**Task 4-Framework Structure Development:**

- Propose a Framework Structure for the RDP/RTP/CEDS
  - Focus on external messaging
  - Focus on internal and external users ease of use
  - Outline proposed Mission, Vision, Guiding Principles, Objectives, Policies, and/or Goals

**Deliverable: Framework Structure**

**Task 5-Final Document:**

- Develop a Final Framework Report/Document, inclusive of all sections and an executive summary that describes the process, engagement and summarizes findings. The final deliverable shall be submitted in electronic format.

**Deliverable: Final Deliverables**

- PDF file of Final Report, all appendices, and Executive Summary, and Public Engagement Plan.
- All electronic files in their original formats (e.g., MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

**IV. Work Tasks-Phase II CEDS Update**

This section includes the creation of a document that satisfies The United States Department of Commerce – Economic Development Administration’s requirements for a Comprehensive Economic Development Strategy (CEDS). These requirements are fully documented in 13 CFR Chapter III Section 303 Consultant must adhere to any additional restrictions imposed by the EDA. ARC staff will be responsible for the content labeled in the EDA Requirements listed directly below. The firm or team of firms will be responsible for the development and completion of the final CEDS document.



EDA Requirements: From the regulations governing the CEDS (see 13 C.F.R. § 303.7), the following sections must be included in the CEDS document:

- **Summary Background (ARC Staff):** A summary background of the economic conditions of the region.
- **SWOT Analysis (Consultant):** An in-depth analysis of regional strengths, weaknesses, opportunities and threats (commonly known as a “SWOT” analysis); including the concept of economic resilience (i.e., the ability to avoid, withstand, and recover from economic shifts, natural disasters, the impacts of climate change, etc.).
- **Strategic Direction/Action Plan (Consultant):** The strategic direction and action plan should build on findings from the SWOT analysis and incorporate/integrate elements from other regional plans (e.g., land use and transportation, workforce development, etc.) where appropriate as determined by the EDD or community/region engaged in development of the CEDS. The action plan should also identify the stakeholder(s) responsible for implementation, timetables, and opportunities for the integrated use of other local, state, and federal funds.
- **Evaluation Framework (Consultant):** Performance measures used to evaluate the organization’s implementation of the CEDS and impact on the regional economy.
- **Economic Resiliency (Consultant):** The CEDS must incorporate the concept of economic resilience (i.e., the ability to avoid, withstand, and recover from economic shifts, natural disasters, the impacts of climate change, etc.). The EDD or community responsible for the CEDS can address resilience as a separate section, distinct goal or priority action item, and/or as an area of investigation in the SWOT analysis.
- **Federal Opportunity Zones (ARC Staff):** The CEDS will include an inventory/map the Opportunity Zones in the region, identify key partners/collaborations, and recognize linkages with the data, goals/objectives, and priority projects within the CEDS.

In addition to the EDA requirements, the process and document must focus on equity and resiliency including underserved populations and locations. A focus will be on non-traditional engagement techniques including the use of the arts. The consultant should assist ARC and the partner communities to align planning and public investment and the development of wealth (intellectual, individual, social, natural, financial, cultural). The consultant will not lead the non-traditional outreach but support and assist ARC Staff in the development of a non-traditional engagement techniques to be included in the Public Engagement Plan identified in Task 1 below. The consultant will provide recommendations to ARC Staff based on their experience.

**Task 1-Public Engagement:**

- **Project Management Team**

A Project Management Team will be established made up of the ARC Project Manager, representatives from the Centers, and the consultant team. This team shall meet or hold a conference call at minimum monthly to discuss the study progress, direction, and advise on public involvement and other planning process issues.

- **Core Team**

A Core Team shall be established based upon community leaders from the CATLYST process and new members representing underserved groups. The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, provide strategic direction to the plan, and distribute information to the larger community.

- **General Public Engagement**

At the kickoff of the process, a Public Engagement Plan that will outline methods, times, and techniques to reach the broadest range of stakeholders possible.

- Propose a Public Engagement Strategy:

- Develop a project timeline
- Support ARC staff to identify underserved focus groups
- Plan and facilitate a minimum of four (4) in-person public engagement opportunities
- Support ARC staff to develop a survey
- Support ARC staff on non-traditional engagement techniques such as the use of art/artists
  - ARC will lead this effort. The firm or team of firms will not fund this effort out of the established budget. The non-traditional meetings/events will only need to be included in the Public Engagement Plan.
- Work with ARC staff to determine when, what and where to provide translation services
- Work with ARC staff to develop a stakeholder interview list-Minimum of fifteen (15)

**Deliverable: Public Engagement Plan**

**Task 2-Develop the Strategic Direction/Action Plan and Evaluation Framework:**

- This should take the form of an implementation roadmap so that once development of the Strategy is complete, stakeholders can transition smoothly to implementation. Develop quick, implementable projects, activities, or policies to show plan implementation within catalytic sites and catalyze future growth. These may be interim investments or activities.

The Evaluation Framework should reflect the long-range vision established by stakeholders in the Summary Background and SWOT analysis. The evaluation should include easy to use metrics to evaluate success and the impact on the regional economy each year and over the term of this plan update.

**Deliverables: Strategic Action Plan (draft and final)/ Evaluation Framework (draft and final)**

**Task 3-Document Format Development:**

The firm or team of firms will present ARC staff with a draft CEDS document.

**Deliverables: Draft CEDS Document**

**Task 4-Prepare Project Final Deliverables:**

- The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall utilize the information developed in Tasks 1-3 in an easy- to-read format.

**Deliverables: CEDS Document**

- PDF file of Final Report, all appendices, and Executive Summary, and Public Engagement Plan.
- All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

**Optional Scope Tasks**

In addition to the Core Work Tasks above, and if future funding is available, ARC may augment identified tasks with enhanced deliverables and analysis. Firms should document their approach within the proposal and identified the cost associated in Exhibit B-2. This optional task would be:

- Development of impact scenarios on regional economic development if no new policies are implemented compared to the impact of new policy development and implementation.

This optional task may or may not be exercised based on future funding availability.

**EXHIBIT B  
Proposed Project Budget**



<u>1. Direct Labor</u> <i>(List by position all professional personnel participating in project)</i>	<u>Estimated Hours</u>	<u>Rate/Hour</u>	<u>Total Est. Cost</u>
<b>Total Direct Labor</b>			\$ _____
<u>2. Overhead Cost</u> <i>(OMB circulators A-87 and A-122) (Overhead percentage rate) X (Total Direct Labor)</i>			
<b>Total Overhead</b>			\$ _____
<u>3. Other Direct Costs</u> <i>(List other items and basis for computing cost for each. Examples include computer services, equipment, etc.)</i>			
<b>Total Other Direct Costs</b>			\$ _____
<u>4. Subcontracts</u> <i>(For each subcontract, identify purpose and rate)</i>			
<b>Total Subcontracts</b>			\$ _____
<u>5. Travel</u> a. <i>Travel by common carrier from/to the ARC offices. (List number of trips and Economy class airfare, plus taxi and shuttle fares, etc.)</i> b. <i>Travel by private automobile within ARC area. (List # of days x rate)</i>			
<b>Total Travel</b>			\$ _____
<u>6. Profit</u> <i>(Percentage rate X basis)</i>			
<b>Total Profit</b>			\$ _____
<b>TOTAL PROPOSED BUDGET (all costs and profit)</b>			\$ _____



**EXHIBIT B-1  
Proposed Project Budget by Task**

<b>Task</b>	<b>Amount</b>
Phase I: Task 1 – Timeline	
Phase I: Task 2 – Document Review	
Phase I: Task 3 –Engagement	
Phase I: Task 4 – Framework Structure Development	
Phase I: Task 5 – Final Deliverables	
<b><u>TOTAL PHASE I</u></b>	
Phase II: Task 1-Public Engagement	
Phase II: Task 2- Develop Strategic Direction/Action Plan and Evaluation Framework	
Phase II: Task 3- Document Format Development	
Phase II: Task 4- Prepare Project Final Deliverables	
<b><u>TOTAL PHASE II</u></b>	
<b><u>TOTAL PHASE I &amp; II</u></b>	



**EXHIBIT B-2**  
**Optional Scope Elements**

<b>Task</b>	<b>Amount</b>
Policy Development/Implementation vs No Policy Development/Implementation Scenario	



## EXHIBIT C

### **Title VI and DBE Requirements For Prime Contractors and Sub-grant Recipients**

#### **TITLE VI**

ARC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D to 2000D4 hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, handicap, or national origin in consideration for an award.

#### **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

**Overall DBE Goal:** As part of its DBE Plan, ARC has an established overall goal of 17.61 percent.

**Program Intent.** It is the policy of ARC to ensure that DBEs have an equal opportunity to participate in its contracting opportunities. It is also ARC's policy:

- (a) To ensure nondiscrimination in the award and administration of contracts;
- (b) To create a level playing field on which DBEs can compete fairly for contracts;
- (c) To ensure that the program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

**Definitions.** A DBE is a firm in which one or more individuals who are women or eligible minorities own and control at least 51% of the firm.

**Compliance.** All Bidders/Proposers, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the DBE obligations, as set forth above, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by ARC.

**Prompt Payment Requirement.** In the event of contract award, the prime contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors 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. This clause applies to both DBE and non-DBE subcontracts.

Any contractor 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 contractor does not take corrective action, contractor may be subject to contract termination.

**Substitution.** The Bidder shall make a good faith effort to replace a DBE Subcontractor that is unable to perform successfully with another DBE Subcontractor. Substitution must be coordinated and approved by ARC.

**Documentation.** The Bidder/Proposer shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

Additional information on ARC's Disadvantaged Business Enterprise Program can be obtained from Brittany Zwald, Contract & Grants Officer, Financial Services Division, Atlanta Regional Commission, 229 Peachtree Street NE, Suite 100, Atlanta, Georgia 30303, 470-378-1494, [bzwald@atlantaregional.org](mailto:bzwald@atlantaregional.org).



**DBE UTILIZATION PLAN**

This plan will be included in a Title VI and DBE Attachment to all USDOT funded ARC bide and proposals.

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

NAICS Code: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$\_\_\_\_\_. The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as state above.

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.**

**(submit this page for each DBE subcontractor).**

**PLEASE ATTACH A COPY OF THE OFFICAL DBE CERTIFICATION FORM**



Atlanta Regional Commission

**EXHIBIT D**  
**CONTRACT FORMS**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY  
AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS AND LOBBYING**

**1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS**

The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 49 CFR Part 29, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The terms "covered transaction", "debarred", "suspended", "ineligible", "lower-tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause have the meaning set forth in the Definitions and Coverage sections of rules implementing Executive Order 12549.

The prospective lower tier participant certifies that, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of its statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. LOBBYING**

As required by **Section 1352, Title 31 of the U.S. Code** (as implemented at 49 CFR Part 20), the applicant certifies that to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Statement for Loan Guarantees and Loan Insurance**

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

\_\_\_\_\_  
NAME OF APPLICANT

\_\_\_\_\_  
AWARD NUMBER and/or PROJECT NAME

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
TITLE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Atlanta Regional Commission within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
E-Verify User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
BY: Authorized Officer or Agent

\_\_\_\_\_  
Title of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
[NOTARY SEAL]

Notary Public

My Commission Expires: \_\_\_\_\_

CONTRACTOR/VENDOR INFORMATION

Legal name & address of  
entity with which  
ARC is to contract: \_\_\_\_\_  
\_\_\_\_\_

*If different from above-*  
Legal name of Payee: \_\_\_\_\_  
Payment Address: \_\_\_\_\_  
\_\_\_\_\_

(If additional addresses are needed, identify each and its purpose on the reverse of this page).

Legal entity status (please mark all that apply):  
 Corporation  Partnership  Individual  Sole Proprietor  
 501C3  501C4  Other Non-profit (describe) \_\_\_\_\_  
 State Government  County/Local Government  
Other(describe): \_\_\_\_\_

(Federal) Employer Identification Number: \_\_\_\_\_  
OR  
Social Security Number (for an individual): \_\_\_\_\_

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:  
Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO  
Minority      or Women     

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?  
YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



Atlanta Regional Commission

**EXHIBIT E**

**CONTRACT BOILERPLATE**



CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (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 Commerce, (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.

6. 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.
7. 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.
8. 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, Property Damage, and Valuable Papers coverage.
9. Indemnification. 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.
10. 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 Director of the Center for Livable Communities as his agent for purposes of this contract only, except for Amendments and Terminations.

11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. Status as Independent Consultant. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent Consultant.
17. 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.

18. Employees' 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.
19. 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.
20. 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.
21. 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 herefrom.
22. 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.
23. Rights in Documents, Materials and Data Produced. For purposes of this agreement, "data" includes, but is not limited to, writings, sound recordings, computer programs, photographs, films, videotapes or other graphic representations and works of a similar nature. ARC and the Concerned Funding Agencies shall have the right to use same without restriction or

limitation and without compensation to the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

24. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography, roadway analytics/traffic data or commercially available planning data and software, to the Consultant that have been obtained from various sources under specific licensing agreements. The Consultant acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Consultant or its Sub-consultants to use the data or software for the work covered by this Agreement only. The Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Consultant or any Sub-consultants shall not use this data or software for any work not covered by this Agreement. The Consultant further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Consultant's or Sub-consultant's computer systems will be removed.
25. 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.
26. 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. Also, the Consultant gives assurance and certifies with respect to this agreement that:
  - a. For all agreements:
    - i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar

action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.

- ii. 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.
- iii. 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.

- iv. 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 federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. 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.
- vii. 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 set.) 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.
- viii. 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. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. 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. § 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.



- xi. 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 forgoing 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 Usable 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).

## 27. 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 Consultants.

- 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.
28. Other Requirements. The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than ten business days from the receipt of each payment that said prime Consultant receives from ARC. The prime Consultant agrees further to return retainage payments to each subcontractor within ten business 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. This clause applies to both Disadvantaged Business Enterprises and non-Disadvantaged Business Enterprises.
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 subgrant selection decision, or under a Consultant or subgrant 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 or subgrantee). 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 subgrant contract already executed, the Consultant or subgrantee 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. In no event shall either Party be responsible or liable for any failure or delay in the performance of its obligations hereunder upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, acts of terrorism, government regulations, disaster, strikes, work stoppages, accidents, mandatory quarantines, pandemics, curfews, or other restrictions of movements, or civil disorder, to the extent that such circumstances make it illegal or impossible for either Party to fulfill the terms of this Agreement. Any termination or delay in the performance of this Agreement without liability is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten (10) days, after learning of such basis. It is understood that both Parties shall use reasonable efforts which are consistent with industry standard to fulfill the performance of this agreement to the extent feasible.
36. 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: \_\_\_\_\_

ATTEST: ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
ARC Assistant Secretary

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Chair