



REQUEST FOR PROPOSALS

2055 ARC METROPOLITAN TRANSPORTATION PLAN ASSISTANCE

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms experienced in transportation policy and planning to support ARC in developing the 2055 Metropolitan Transportation Plan. The Scope of Service for the work is attached as Exhibit A and provides information regarding the level of effort required as well as specific tasks to be accomplished. The deadline for applications is **4:00 PM EST on Friday, September 5, 2025**.

Overview

ARC anticipates that a contract will be awarded in Q4 of 2025. All work activities must be completed by March 31, 2028, with an adoption target date in Q1 of 2028. It is anticipated that available funds for the project will be approximately \$2,450,000. Any award for this project is contingent upon ARC receiving adequate funding for this purpose from the Georgia Department of Transportation. ARC reserves the right to award all or part of the available funds for this project. Interested firms should submit a proposal that addresses the factors listed below and the scope of services in Exhibit A. The Consultant must provide a detailed breakdown of the proposed budget in the format of Exhibit B-1 as well as a breakdown by task in the format of Exhibit B-2.

Content and Organization of Proposal

Firms or teams of firms must respond to this RFP with electronic versions of their proposals in either a PDF file or Microsoft Word compatible word processing format. ARC reserves the right to award this contract or contracts based on initial proposals received without formal interviews.

Proposals shall not exceed a total of 35 pages (8.5 x 11), single-sided, inclusive of resumes and firm experience. Proposals may be double-sided but still must not exceed the 35-page single-sided maximum length of content. Covers, end sheets, budget exhibits, DBE documentation, and an introductory letter shall not count against this maximum. Font size shall be a minimum of 10 point in all cases.

Proposals must include the following information:

1. Name of lead firm and any sub-consultants.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. Description of relevant experience on projects of this type.
4. Qualifications and technical competence of consultant and 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 accomplishment of the work.
9. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A.
10. A proposed project budget utilizing the template formats contained in Exhibit B-1 and Exhibit B-2.
11. A DBE Utilization Plan in the template format contained in Exhibit C.

Evaluation Criteria

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

- Relevant firm experience (30%)
- Key personnel experience (20%)
- Narrative responses addressing the ability to meet or exceed each of the defined Tasks in Exhibit A (40%)
- Narrative response addressing the ability to meet or exceed the schedule and required adoption date (5%)
Note: This includes the consultants' ability to demonstrate a balanced workload for their staff to carry out its responsibilities to ARC in balance with any other contracts the consultant may have.
- Cost and budget (5%)

Given the technical nature of this work and ARC's emphasis on clear, accessible plan documents, an ideal team will include expertise in long-range transportation planning, public involvement, and graphic design.

DBE Participation

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 16.7%. Information regarding ARC's DBE Program can be found at <https://atlantaregional.org/about-us/business-opportunities>.

Process for Submitting Proposals

An online pre-bid conference will be conducted from 2:00 to 3:00 PM EST on Friday, July 25, 2025, for prospective bidders to learn more about ARC's expectations for the project and to request basic clarifications related to the proposal submittal and evaluation process. Register



at the following [Zoom link](#)). Note that additional technical information should not be required to respond to this RFP and attendance at the pre-bid conference is not mandatory.

To ensure uniformity in the information made available to prospective applicants, all questions of a more complex or technical nature must be formally submitted in writing to Ansley Goddard (agoddard@atlantaregional.org) **no later than 4:00 PM EST on Wednesday, July 30, 2025**.

Please use the subject title of "MTP RFP Question". A summary of all questions received, and official responses to those questions, will be posted on the ARC website by Wednesday, August 6, 2025. Questions will be presented anonymously.

ARC must receive your proposal in digital format, either in Microsoft Word or PDF format, in this Dropbox folder (<https://www.dropbox.com/request/vfruVtQTQ93gOE6Qj5VZ>) **no later than 4:00 PM EST on Friday, September 5, 2025**. The entire proposal must be contained in a single file.

Timeline for Evaluation and Selection Process

Following evaluation of the proposals, ARC will determine if interviews are necessary to make a final selection. If so, short-listed firms will be notified by Friday, September 12, 2025 and invited to participate in an interview process with an evaluation committee, to be scheduled the week of September 22-26, 2025 (tentative; specific dates and times will be confirmed individually with each firm). It is expected that a preferred firm will be determined and notified no later than Friday, October 3, 2025.

Information on the format of the interviews will be provided at that time and may be either in person or virtual, based on the convenience of staff from the review team and applicants. 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.

Final execution of a contract between ARC and the Consultant will constitute the Notice to Proceed (NTP). Note that the project schedule defined in Section IV identifies work initiating on or around January 1, 2026. All parties are expected to collaborate on establishing an aggressive schedule for contract execution so that work may begin as soon as possible.



EXHIBIT A

SCOPE OF SERVICES

I. General:

The work to be accomplished by the Consultant is in support of the following Atlanta Regional Commission (ARC) Cost Center:

Cost Center 506EMP

II. Area Covered:

This planning area includes all or parts of the following nineteen counties that are part of the Metropolitan Planning Organization (MPO) boundaries: Barrow, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Rockdale, Spalding, and Walton.

III. Goal:

The Metropolitan Transportation Plan (MTP) is a long-range blueprint that details the investments that will be made through 2055 to ensure metro Atlanta's future success and improve the region's quality of life. As the federally designated MPO for the Atlanta region, ARC coordinates the MTP in close collaboration with the state of Georgia, 19 counties, the region's transit agencies, the City of Atlanta, dozens of smaller cities, and other government and nonprofit organizations. The transportation planning process includes two main elements:

- The long-range MTP (through 2055)
- The short-range Transportation Improvement Program (TIP), which directs funds and identifies priorities for projects that will be undertaken during the next four years.

The development of the MTP and TIP are driven to meet the following regional goals:

- Foster healthy, safe, livable communities throughout the Atlanta region
- Make strategic investments in people, infrastructure, and mobility
- Bring together diverse stakeholders to engage and take a regional approach to solve local issues
- Ensure a competitive economy that is inclusive, innovative, and resilient

IV. Background and Objectives

ARC is poised to begin an update to the region's Metropolitan Transportation Plan. The plan is scheduled for adoption on or before the ARC Board meets in February 2028 and will integrate findings from all plans and special studies that have been completed since the 2050 MTP Update that was adopted in February 2024. ARC is seeking a Consultant(s) to provide ongoing professional consulting support services for planning, research and stakeholder engagement related to the development of the 2055 Metropolitan Transportation Plan (MTP).



ARC will be going through several organizational changes, including the retirement of key transportation staff through the adoption of the 2055 MTP. It is envisioned that ARC staff will provide continuity for the MTP, and an ARC project manager will ensure that work performed by consultant is at the highest level and within schedule constraints.

While transportation is the principal focus of the services rendered under this contract, the ability to work in an interdisciplinary fashion is of critical importance. The selected Consultants must have a sound working knowledge on a wide array of regional issues, the agency's work program, and the ability to prepare an MTP that meets all federal planning requirements. Consultants are advised to ensure that the composition of their proposed project team represent a broad cross section of subject matter experts. The Consultant will be expected to lead and participate in:

- Briefings to ARC's executive leadership
- Transportation Coordinating Committee (TCC) briefings and work sessions
- ARC Board and TAQC briefings and work sessions
- Quarterly Transportation Planning Department staff retreats
- Relevant ARC meetings and planning sessions as needed

On all tasks, the lead Consultant will be expected to participate in regular Project Management Team meetings to share information and assist in developing and implementing a strategic approach to the overall metropolitan planning process. The frequency of these meetings may vary (weekly to monthly) depending on the status and urgency of various activities. The Consultant and the ARC Project Manager will conduct weekly coordination calls or meetings.

V. Work Tasks:

The scope of work below describes the tasks that ARC, and the Consultant will need to complete in advance of the ARC Board, TAQC, TCC and GRTA's adoption of the 2055 MTP, scheduled for adoption on or before the ARC Board meets in February 2028. Consultants may propose additional tasks which will contribute to the successful development of the next Metropolitan Transportation Plan and other project objectives.

The level of effort required may vary depending upon ARC's needs. The following tasks are presented to allow ARC to assess candidate qualifications to perform the breadth and depth of services that may be needed; however, this task list is not definitive if directions from ARC e-team and the ARC Board change, or new federal planning regulations or rulemaking are enacted, as the development of the MTP goes on. Services required will be determined in consultation between ARC and the selected consultant team on an ongoing basis upon award and similar tasks may be needed that could be in addition or in substitution of any of the tasks listed below. This scope of services is anticipated to start in 2025 and culminate with adoption on or before the ARC Board meets in February 2028. For a full schedule of tasks, please see the **SCHEDULE on Page 16.**



TASK 1 – PROJECT MANAGEMENT PLAN (2025-2028)

The purpose of **Task 1** is to develop a Project Management Plan (PMP) that will lead the project team through adoption of the 2055 MTP. This task includes the management of all project activities and work assigned to Consultant. This task will involve continuous project coordination and administration; preparation of monthly progress reports, invoices, and billings; meetings and coordination activities; preparation of meeting summaries; and other project management activities specified by ARC staff.

Task 1 will include the development of a Schedule of full MTP Development by month and year broken down by task and task team as well as key milestones and deadlines. Additionally, an Organizational structure of Consultant(s) broken down by Task Team including roles, responsibilities, and coordination strategies among ARC staff and Consultants will be included.

TASK 1 DELIVERABLES:

- *Draft and Final Plan Project Management Plan (PMP)*
 - *Outlines the roles, responsibilities, timelines, milestones, and resources*
- *Gantt chart outlining all tasks, team members, and identification of task lead*
 - *To be updated as project progresses to show progress of each task*
- *Monthly invoices and progress reports in ARC template*
- *Deliverables related to other considerations, as needed*



TASK 2 – ENGAGEMENT AND OUTREACH (2025-2028)

The purpose of **Task 2** is to develop and implement a meaningful engagement and outreach process that guides the MTP from start to finish. It will be essential to design and implement a creative, multi-faceted approach to reach stakeholders and communities across the region. This approach should include initiatives to connect with youth, people living in areas of persistent poverty, and other historically under-represented communities.

The exact process, schedule, and methods of community engagement will be defined in an associated Public Engagement Plan (PEP). The PEP is an early deliverable that must be finalized within 8 weeks of the kickoff meeting. ARC is currently updating its [Public Participation Plan](#) (PPP), which includes preferred community engagement tactics and tools which inform the engagement methods listed below. The final MTP engagement and outreach methods detailed in the PEP should include at minimum the following:

- **Advanced Visualization Techniques**
 - The Consultant is encouraged to utilize technologies to enhance stakeholder understanding of proposed regionally significant projects. These tools should be used to simulate future scenarios in an immersive and accessible manner. Applications may include immersive walkthroughs or flyovers, before-and-after simulations to illustrate regionally significant project implementation, or interactive public input stations.
- **Project Website**
 - The project website is the primary digital hub for information throughout the MTP development. All digital outreach directs audiences back to the website, which is continually updated to feature the most recent information about the project development process.
 - Contains all relevant project information including but not limited to:
 - anticipated project timeline
 - interactive maps and dashboards
 - team contact information
 - meeting schedule and summaries
 - links to upcoming and ongoing engagement opportunities
 - summaries of community feedback received
 - an accessible e-newsletter sign-up form
- **Surveys and Polling**
 - Virtual and in-person tools to gather feedback from all interested parties
 - Must include at least one online survey



- **Focus Groups**
 - Small discussions of stakeholders who offer local expertise and cultural context from specific communities impacted by the MTP
 - Must include a combination of four (4) virtual and two (2) in-person meetings
 - Composition of the focus groups should be socio-economically and geographically representative of the region
- **Community Events**
 - Preparation of materials for ARC staff to attend community events
 - Consultant staff should support ARC staff through attendance at a minimum of five (5) in-person regional community events
- **Public Comment Period**
 - Time period in which community feedback is officially documented in the public record and included in the final report of the plan
 - Requires documenting and responding to all comment cards and digital communications received
- **Public Hearing**
 - Public review and Comment Period as federally required
 - Public hearings (2)

TASK 2 DELIVERABLES:

- Public Engagement Plan (PEP)
- Communications materials (writing, graphics, visualization, etc.)
 - Examples: Social media content for the ARC channels, printed materials for engagement events, decks and graphics for virtual engagement, etc.
- Public Involvement Summary Report and Presentation
- Additional deliverables based on PEP to be determined and approved by project team



TASK 3 - POLICY FRAMEWORK DESIGN AND DOCUMENTATION (2026)

The purpose of **Task 3** is to draft a policy framework document that can be used to guide further development of the MTP. Working closely with ARC Staff, the Consultant will draft a policy framework that will define the plan's objectives and policies that fall within [ARC's Strategic Framework](#). Once drafted, this policy framework will be discussed with the Transportation Coordinating Committee, Transportation and Air Quality Committee, ARC Board, and the public. Feedback from each of these groups will inform the Final Draft of the Policy Framework Document.

- **Policy Discussions**
 - A minimum of 2 policy discussions with each ARC group (TCC and TAQC)
 - A minimum of 1 policy discussion with each of ARC's Transportation 4 existing Roundtables and Task Forces
 - Regional Active Transportation (RAT) Roundtable, Freight Task Force, Safety Task Force, TSMO Task Force

The Consultant will be expected to design a visually engaging document that is polished and professional in both digital and print formats. Adherence to ARC's design guidelines and federal accessibility guidance is also required.

TASK 3 DELIVERABLES:

- *Draft and Final Policy Framework Document*
 - *Version submitted to ARC that is editable by ARC staff for future use, including fonts, photos, and graphics linked within the InDesign documents*
- *Microsoft PowerPoint slide deck summarizing draft policy framework document*
- *Deliverables related to other considerations, as needed*



TASK 4: FISCAL CONSTRAINT TOOL DEVELOPMENT (2026-2027)

The purpose of **Task 4** is to develop an automated fiscal constraint tool/program to support the financial planning element of the MTP. The tool will be designed to ensure that anticipated transportation revenues and costs are balanced over the life of the plan, in accordance with federal requirements (23 CFR 450.324).

ARC currently maintains project scheduling, cost, and fund source information in an Ecolnterative database, which has the ability to generate a wide range of Excel table export files. Historic and projected federal, state, local, and private revenues are maintained in a separate Excel workbook. Project expenditures and forecast revenues are then brought together into yet another Excel workbook, from which summary tables demonstrating that the plan is fiscally constrained are ultimately produced. Through multiple pivot tables, this final workbook is where year-of-expenditure calculations are performed, and fund sources are aggregated by time bands for reporting purposes in final documentation.

Transferring expenditure and revenue data into the fiscal constraint workbook is currently a manual exercise and requires extensive manipulation of the input data and formatting to ensure proper functioning of the pivot tables. To the extent possible, ARC seeks to automate the interface between data sources and the fiscal constraint tool to minimize the opportunity for user error. This may be achieved through modifications to the existing tool or through creation of a new tool. A determination of the best approach will be a collaborative process based on a review of nationwide best practices used by peer MPOs. Coordination will occur with GDOT and other Georgia MPOs to ensure compatibility with the overall statewide process and any “foundational” fiscal constraint assumptions being used by those entities.

Any new tool must utilize a non-proprietary platform so that ARC can continue to update it as necessary for future plan update and amendment cycles. The tool’s structure, analysis assumptions, data sources, and outputs must be thoroughly documented. The primary focus of the tool’s outputs will be on federal formula funds, but must also generate summaries demonstrating the state, local, and private revenues are sufficient to cover projects funded partially or entirely from those sources.

TASK 4 DELIVERABLES:

- *Fiscal Constraint Tool Best Practices and Recommendations White Paper*
- *Automated Fiscal Constraint Tool (Excel-based, database-linked, or other format)*
 - *User-friendly interface with the functionality to adjust inflation and cost escalation by type of project and/or funding program.*
 - *Ability to import from or link to external data sources where future federal, state, local and private revenues are calculated*
- *Revenue forecast summary tables over entire plan horizon and by time bands*



- *Integrated fiscal constraint summary table templates which have been reviewed and approved with federal, state, regional, and local agency partners.*
- *User Guide and Technical Documentation*
 - *Step-by-step instructions for using and updating the tool, including screenshots*
- *Staff Training Materials (slides, tutorial video, or walkthrough session)*
- *Quality Assurance Summary Report*
- *Deliverables related to other considerations, as needed*



TASK 5 - NEEDS ASSESSMENT (2026)

The purpose of **Task 5** is to evaluate the current and projected future performance of the regional transportation system across all modes, identify gaps and deficiencies, and assess system needs based on data, trends, and community priorities. This analysis will serve as the technical and policy foundation for identifying strategies, projects, and investment priorities in the MTP.

ARC conducts needs assessments continually as part of its work program for [Comprehensive Transportation Plans](#) (CTPs) at the local level and topical/modal plans conducted as special studies. The Consultant will be required to synthesize these findings and use the existing CTPs and local plans and studies as the inventory of existing conditions for all modes. In addition to the completed CTPs, other major studies completed since 2020 to include in the synthesis of the Needs Assessment include:

- 2020 Regional Transportation System Management and Operations (TSMO) Plan
- 2020 Bike-Pedestrian Plan – Walk, Bike, Thrive! & Regional Trail Vision
- 2020 Chattahoochee RiverLands
- 2022 Regional Safety Strategy
- 2023 Regional Transportation Demand Management Plan
- 2024 Atlanta Regional Freight Mobility Plan
- 2024 Regional Transportation Electrification Plan
- 2025 Coordinated Human Services Transportation Plan
- 2025 Regional Housing Strategy
- 2025 Regional Development Plan
- Other relevant completed Local plans (Freight Cluster Plans, LCI Plans)

The outputs of the Needs Assessment will inform scenario development and project evaluation.

TASK 5 DELIVERABLES:

- *Develop an accessible, visually rich summary of needs (e.g. ArcGIS Story Map or other dashboard) that can be used to inform project evaluation and selection*
- *Federally compliant documentation of the Needs Assessment*
- *Concise summary of work for ARC MTP Website, including all ArcGIS layers and data used in this analysis*
- *Deliverables related to other considerations, as needed*



TASK 6 - SCENARIO DEVELOPMENT (2026)

The purpose of **Task 6** is to explore and evaluate a range of plausible futures through scenario planning, enabling the region to make informed decisions about transportation investments and strategies under conditions of uncertainty. Task 6 will define which scenarios ARC will use to run future models. These distinct “bookend” scenarios (Baseline + Significant Changes) will be identified to show what significant policy changes today would lead to for our planning horizon. The Consultant will assist ARC to define what and how many scenarios and what measures we would use. The Consultant will define the assumptions to show what would make it plausible. Scenario possibilities identified by ARC Transportation staff include:

- **Land Use Development Patterns:** Increase deeply affordable housing near transit, reduce household transport costs, require mid-to-high density housing at TODs and within LCIs
- **Transit:** Maximize transit coverage and frequency vs no transit expansion scenario
- **Innovative pricing:** congestion pricing, VMT tax, parking fees, and making transit free
- **Safe Streets:** Implement traffic calming, complete streets, and lower speed limits; repurpose roadway space for bicycle and pedestrian facilities
- **New Mobility:** Accelerate infrastructure and incentives for emerging transportation technologies

The Consultant will work with the ARC Performance Analysis and Monitoring Section (PAMS) to filter and evaluate scenarios through Vision/Eval and model the agreed-upon scenarios using the regional growth forecasts, policy levers, and external factors to build narratives and quantitative model results to learn what each bookend scenario would do to the region in terms of various measurable targets, including but not limited to: Safety and reliability, Vehicle Miles Traveled, Emissions and Air Quality, and Economic Impact.

The Consultant will facilitate a transparent process to identify a preferred future scenario or hybrid scenario to use to guide the development of investment strategies, project prioritization, and policies in MTP.

TASK 6 DELIVERABLES:

- *Scenario planning framework memo with scenario narratives and input datasets*
- *Scenario evaluation results and comparative matrix, and related mapping*
- *Microsoft PowerPoint presentation of the scenario development process to be used for presentations to TCC, the ARC Board, and TAQC*
- *Tools and software to run scenarios, if needed by ARC staff*
- *Deliverables related to other considerations, as needed*



TASK 7: PROJECT SELECTION (2026-2027)

The purpose of **Task 7** is to develop a fiscally constrained list of transportation projects and programs for inclusion in the Metropolitan Transportation Plan (MTP). This process must be transparent, data-informed, and aligned with the plan's adopted vision, goals, and performance measures, and must comply with all applicable federal laws and regulations.

The Consultant will design and implement a project evaluation and prioritization framework in collaboration with ARC staff, ARC leadership, and at minimum, one workshop with TCC and TAQC. This process will include the collection of potential projects along with the evaluation of projects including quantitative and qualitative measures. Methodologies must align with the MTP's vision, performance measures, and stakeholder and public input — ensuring that selected investments advance regional goals and deliver the greatest benefits to the community.

The Consultant, working closely with ARC staff, will facilitate project solicitation, screening, scoring, and ranking to develop a final, fiscally constrained, and federally compliant project list.

The Consultant will review notes from previous interviews conducted by ARC with peer MPOs (i.e. Los Angeles, Denver, Chattanooga, Boston and Chicago), and research additional peers if needed, to gather inspiration for our project collection, evaluation, and selection process.

TASK 7 DELIVERABLES:

- *Tech memo describing the project evaluation and selection process and framework to qualitatively and quantitatively review projects for inclusion in the MTP*
- *Project collection tools and submittals*
- *Project scoring matrix*
- *Draft and Final Prioritized Project Lists vetting recommendations through the ARC approval process*
- *Documentation for Fiscally Constrained Projects*
- *Deliverables related to other considerations, as needed*



TASK 8: SYSTEMS EVALUATION (MODELING) (2027)

The purpose of **Task 8** is to evaluate current and future performance of the transportation system through a data-driven approach, leveraging datasets from the ARC Performance Analysis and Monitoring Section (PAMS), including current roadway congestion data to be compiled by PAMS. The Consultant will work with the ARC Modeling Group to set the system level measures and targets to be included in the MTP. This task will include identifying the ROI on the fiscally constrained plan, including identifying impacts to congestion, economic impacts, VMT, safety targets, etc. The Consultant will identify other system-wide metrics ARC may produce for inclusion in the report.

TASK 8 DELIVERABLES:

- *Presentation materials to support briefings to committees (TAQC, ARC Board, TCC) the public, and other stakeholders*
- *Deliverables related to other considerations, as needed*



TASK 9: DOCUMENTATION (2027-2028)

The various interim documents produced under previous tasks will provide the foundation for production of final documentation for ARC adoption and federal approval. The four-volume documentation structure of the current 2050 MTP / FY 2024-2027 TIP was developed after extensive coordination with federal and state partner agencies. Unless required by significant changes in legislation or regulations, particularly the next federal surface transportation law following IIJA, the current documentation model should continue to be followed for this update.

The consultant will modify the existing InDesign documents to reflect the findings, outcomes and recommendations of all previous tasks undertaken as part of this works scope. General topic areas may be added, combined, or reordered as appropriate after being vetted through a collaborative process with ARC and other partner agencies. The consultant is encouraged to propose stylistic changes, such as color schemes and page layouts, if such modifications can be shown to provide a material benefit to the aesthetics, legibility, and continuity of the document set. The consultant will be responsible for the core chapters/sections of each document, while ARC staff will generally assume responsibility for preparing the various technical appendices and addenda of each document.

In addition to the four core documents, ARC will require a high-quality executive summary which presents content similar to the one produced for the current plan. At minimum, an InDesign document suitable for printing and less than 20 pages must be provided as a final deliverable. However, the consultant is encouraged to exhibit creativity and is welcome to propose additional deliverables utilizing various platforms that can convey high level information in a visually interesting and intuitive manner for the general public and elected officials.

Initial draft versions of the four core documents must be produced and available for release in conjunction with the final formal public review and comment period (approximately Q3 2027). Final draft versions must reflect any revisions resulting from the public comment period, as well as input from partner agencies, and be available no later than two weeks prior to the scheduled ARC adoption. A draft version of the executive summary must be provided at the same time. Final versions of all five documents will be delivered no later than two weeks following receipt of a conformity determination from USDOT.

The current approved four-volume MTP/TIP document set, including the executive summary, can be found at <https://atlantaregional.org/mtp>. Applicants are encouraged to review the contents of all documents to ensure their proposed team includes the full range of staff required to review and update the information presented.



TASK 9 DELIVERABLES

- *Federally compliant four-volume document set in InDesign format, including all fonts, graphics, images, etc., linked within InDesign*
 - *Volume I: 2055 Metropolitan Transportation Plan*
 - *Volume II: FY 20xx-20xx Transportation Improvement Program*
 - *Volume III: Conformity Determination Report*
 - *Volume IV: Public and Stakeholder Engagement Report*
- *Executive Summary*
 - *InDesign document not to exceed 20 pages*
 - *Other deliverables as may be proposed by consultant*
- *PDF files of all documents which meet or exceed minimum accessibility standards*
- *Final compiled versions of all interim public facing documents*



SCHEDULE

All work and services required under this subgrant agreement shall be completed on or before March 31, 2028. A rough schedule of the tasks that will be performed in each calendar year is listed below.

	2025	2026	2027	2028
Task 1 – Project Management Plan				
Task 2 – Engagement and Outreach				
Task 3 - Policy Framework Design and Documentation				
Task 4 – Fiscal Constraint Tool Development				
Task 5 – Needs Assessment				
Task 6 – Scenario Development				
Task 7 - Project Selection				
Task 8 – Systems Evaluation (Modeling)				
Task 9 – Documentation				



EXHIBIT B-1
BUDGET ESTIMATE – CALENDAR YEAR 2025

Budget Category	Total Cost
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1. Direct Labor

Staff Person / Position	# Hours	\$ Rate / Hour	\$ ----
Staff Person / Position	# Hours	\$ Rate / Hour	\$ ----
Staff Person / Position	# Hours	\$ Rate / Hour	\$ ----

Direct Labor Total Cost \$ ----

2. Overhead Costs (per OMB Circulars A-87 & A-122)

Overhead Percentage Rate % Rate
Direct Labor Total Cost (from #1) \$ ----

Total Overhead (Overhead Rate * Labor Cost) \$ ----

3. Other Direct Costs

Item		Unit or Total Cost	\$ ----
Item		Unit or Total Cost	\$ ----
Item		Unit or Total Cost	\$ ----

Total Other Direct Costs \$ ----

4. Subcontracts

Subcontractor / Role	\$ ----
Subcontractor / Role	\$ ----
Subcontractor / Role	\$ ----

Total Subcontracts \$ ----

5. Travel

Air Travel	# Trips	\$ Fare	\$ ----
Taxi / Shuttle	# Trips	\$ Fare	\$ ----
Rental Auto	# Days	\$ Daily Rate	\$ ----
Private Auto	# Miles	\$ Mileage Rate	\$ ----



Total Travel

	\$ ----
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6. Profit

Profit Margin

% Rate

Total Direct Labor (#1) + Overhead Costs (#2)

	\$ ----
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Total Profit

	\$ ----
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Total Estimated Phase Budget

	\$ ----
	TOTAL



EXHIBIT B-2

Proposed Budget Estimate by Task

Metropolitan Transportation Plan Assistance Task	Total Budget (\$)
Task 1 – Project Management Plan	
Task 2 – Engagement and Outreach	
Task 3 - Policy Framework Design and Documentation	
Task 4 – Fiscal Constraint Tool Development	
Task 5 – Needs Assessment	
Task 6 – Scenario Development	
Task 7 - Project Selection	
Task 8 – Systems Evaluation (Modeling)	
Task 9 – Documentation	
<u>TOTAL COST</u>	



EXHIBIT C

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, and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, issued pursuant to such Act, 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 **16.7** percent.

Program Intent. ARC has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 ("Part 26" or "DBE Regulations"). ARC has received federal financial assistance from the Department of Transportation for this contract opportunity, and as a condition of receiving this assistance, ARC has signed an assurance that it will comply with Part 26.

It is the policy of ARC to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in its DOT-assisted contracting opportunities. It is also ARC's policy:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE 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 DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.



Definitions. Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26. 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 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 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, Contracts and Grants Officer, Financial Services Group, Atlanta Regional Commission, 229 Peachtree Street Suite 100, Atlanta, GA 30303. 470-378-1494, bzwald@atlantaregional.org.



DBE UTILIZATION PLAN

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

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

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 stated 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

CONTRACTOR/VENDOR INFORMATION

Legal name & address
of entity:

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):

<input type="checkbox"/> Corporation/C-Corp LLC/S-Corp LLC	<input type="checkbox"/> Individual/Sole-Proprietor/Single Member LLC
<input type="checkbox"/> Partnership/LLC Partnership/LLP	<input type="checkbox"/> Government: Federal/State/Local/Authority
<input type="checkbox"/> Non-Profit: 501(c)(3)/501(c)(4)	<input type="checkbox"/> 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 _____

E-verify Status: _____ Registered: E-verify Number _____ DUNS Number _____
_____ Not Registered

Is this contractor/vendor a:

Disadvantaged Business Enterprise under 49 CFR Part 26? YES _____ NO _____

Minority or Women Business Enterprise under 49 CFR Part 23? YES _____ NO _____

Attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$750,000 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: _____

Signature: _____

Title: _____

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 engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability 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.

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20

Notary Public

[NOTARY SEAL]

My Commission Expires:

**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



EXHIBIT D

EXAMPLE CONTRACT

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this _____ day of _____, 2023, by and between **CONSULTANT/VENDOR** in Atlanta, Georgia (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 Transportation, (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 **DATE**.
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 \$**AMOUNT**.
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 her authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her 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. Prompt Payment and Retainage. The prime contractor agrees to pay each subcontractor under this 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 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. 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.

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, Property Damage, and Valuable Papers coverage.
10. 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.
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 ARC Chief Operating Officer as her 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 her 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.

The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. Status as Independent Consultants. 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.
19. 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.
20. 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.
21. 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.
22. 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.

23. 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.
24. 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.
25. Federal Changes. Consultant shall at all times comply with all applicable U.S. DOT regulations, policies, procedures and directives as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.
26. 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.
27. 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.

28. 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.
29. 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 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.

- 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).

30. 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.

31. Other Requirements. In addition to other requirements of this agreement, the Consultant agrees to comply with, and shall be bound by, the applicable terms and conditions of all state and federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards, and the ARC Disadvantaged Business Enterprise Plan (in compliance with 49 CFR Part 26), as appropriate. In addition, the Consultant further agrees to comply with the DBE Utilization Plan submitted to ARC as part of its proposal. All such documents are hereby made part of this agreement fully as if the same were attached hereto.

The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

The Consultant agrees to pay each subcontractor under this prime agreement for satisfactory performance of its agreement no later than thirty 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 thirty 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.

32. 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.
33. 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.
34. 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.

35. 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.
36. 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.
37. 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 ARC Chief Operating Officer who, after advisory consultation with all appropriate ARC officials (e.g. 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 Chief Operating Officer 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 ARC Office of General Counsel.

The decision of the Chief Operating Officer 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 Chief Operating Officer 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 Chief Operating Officer. A copy of the decision shall also be furnished to the Office of General Counsel.

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 Chief Operating Officer's decision.

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

38. 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.
39. 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:

CONSULTANT/VENDOR

By: _____

Title: _____

ATTEST:

ATLANTA REGIONAL COMMISSION

ARC Assistant Secretary

By: _____
Executive Director

Chairman