

# **REQUEST FOR PROPOSALS**

## **Transportation Demand Management (TDM) Employer Services Program**

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### **I. INTRODUCTION**

The Atlanta Regional Commission's (ARC) Mobility Services Department is seeking proposals from experienced and qualified organizations to coordinate and manage Transportation Demand Management (TDM) Services in each of the identified Transportation Management Association (TMA) areas within the Atlanta region.

The Atlanta Regional TDM Program, which is managed by ARC, consists of Georgia Commute Options (GCO)<sup>1</sup>, the 20-county regional TDM provider, and TMAs that provide TDM services in specific employment centers near the core of the region. The goal of TDM Services is to increase the use of travel modes other than single occupant vehicles by establishing, maintaining, and enhancing partnerships with employers, property managers and commuters in designated areas of the region. These partnerships help to implement programs that encourage employees to commute by using alternatives to driving alone. Effective implementation of these programs will result in spreading peak period congestion, decreased single occupant vehicle (SOV) trips, reduced vehicle miles traveled (VMT), and reduced emissions throughout the region.

These subgrant contracts will be for a two-year period (2026-2027 calendar years). The funding for this work is provided through the federal Congestion Mitigation and Air Quality (CMAQ) program at 80 percent, thus requiring 20 percent matching funds from non-federal sources. Only labor hours, non-labor direct costs and approved overhead (see Exhibit C for approved overhead items) as specified below are permitted for reimbursement under this contract. Successful respondents must provide sufficient funding for the 20% local match.

Please note that any contract award for this work is contingent upon ARC receiving adequate funding for this purpose from the Georgia Department of Transportation (GDOT).

### **II. ATLANTA AREA BACKGROUND**

One of the fastest growing in the nation, the Atlanta region is expected to continue experiencing population and employment growth over the next two decades. An additional 1.8 million residents are forecast to move to the Atlanta region by 2050. By the standards of many metro areas around the country, the Atlanta region currently is and will continue to be a low-density metro area. Strong employment growth is also forecast, with the region providing over 4.58 million jobs by 2050. However, unlike projected population growth, future employment opportunities are forecast to cluster in major established activity centers such as Downtown, Midtown, Buckhead, Perimeter Center, and the Hartsfield-Jackson Airport. These employment centers lack overall housing options, especially affordable options for those making less than 80 percent of the region's median income.

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<sup>1</sup> Information related to the Georgia Commute Options program can be found by visiting <https://gacommuteoptions.com/>.

Thus, many of the region's lower-wage workers must drive long distances to access their jobs.

These forecast trends will increase levels of traffic congestion, thereby further taxing the region's multimodal transportation system. Without improved management of this system through a suite of strategies that increase system efficiency, the region faces serious threats to competitive advantage over peer regions when attracting or keeping businesses and jobs.

As part of a larger effort to manage and alleviate stress on the region's transportation system, the Atlanta region's TDM program seeks to reduce existing and anticipated congestion and improve the region's air quality. TDM efforts in the Atlanta region are focused primarily on education and outreach to commuters, employers, and property managers located in regional employment centers. However, these efforts should be considered within the broader context of The Metropolitan Transportation Plan (MTP), a comprehensive, long-range vision designed to ensure the region's future success and improve quality of life. The Atlanta Regional TDM Plan considers TDM strategies within this broader context, helping stakeholders build on the TDM concepts within the MTP by focusing on the following six overarching goals:

- Support a tailored approach for TDM services that serves a diverse range of social and economic mobility needs.
- Develop TDM services that address workforce development and job training needs.
- Implement TDM strategies that improve first- and last-mile connections through partnerships with transit agencies and other mobility service providers.
- Support TDM strategies that are flexible and tailored to the individual needs of employers and geographic areas.
- Support integrated communications across a range of community partners to expand the reach of TDM services and maximize marketing opportunities.
- Leverage and diversify funding sources that support measurable and sustainable services and programs.

The completion of the Regional TDM Plan sought to connect traditional TDM programs with a range of comprehensive and diverse socio-economic needs. The plan builds on the concept of TDM+ to ensure the regional TDM program is equitably serving the region's diverse mobility needs beyond TDM's traditional focus on improving air quality and reducing traffic congestion during peak commuting hours.

It is strongly suggested that respondents to the RFP familiarize themselves with both [The Metropolitan Transportation Plan \(MTP\)](#) and the [Regional TDM Plan](#) prior to preparing a response.

### **III. PROGRAM DESCRIPTION**

The goal of the Employer Services Program is to increase the use of travel modes other than single occupant vehicles (SOV) by establishing, maintaining, and enhancing partnerships with employers, property managers and commuters in designated areas of the region. The result of these efforts must

raise awareness of commute options programs that lead to changes in travel behavior and on-going emissions reductions under Georgia's designated pollutants (currently ozone and PM 2.5). These changes will result in measurable and reportable increases in the number of commuters using alternative modes, with reductions in both vehicle miles traveled (VMT), PM 2.5 and emission precursors for ozone. These objectives are achieved by contracting to provide trained staff to conduct the outreach and commute options education services, by providing technical assistance, and by monitoring performance for cost-efficiency, effectiveness, and compliance with federal guidelines.

To reinforce the regional nature of the program being supported by implementation in TMA areas and to continue to address the overarching goals of reducing congestion and improving air quality, measures and performance targets for each TMA area will be determined. These measures and targets will continue to require selected respondents to collect commuter data about the commute habits of employees in the form of surveys, mode counts, and/or transit pass sales.

Mode counts will be captured in the Atlanta regional customer relationship management (CRM) software. ARC will provide licensing and access to the CRM on behalf of each contracted organization. ARC will maintain ownership and require access to all data points, such as employer names, contacts, notes, and other items related to the TDM program. Additionally, a standardized commuter survey template and incentives will be provided by ARC and must be used by contracted TDM service providers. ARC reserves the right to contact or survey CRM points of contacts (e.g., Employer Transportation Coordinators or ETCs) as needed to validate relationships and partnership status.

TDM programmatic efforts and outcomes will be evaluated using four criteria that reflect the key stages of behavior change: awareness, influence, participation, and impact. The description and measurements that will be used for each of these four criteria, though subject to change, are as follows:

- **Awareness**: Commuter awareness of the regional and TMA-specific commute options programs.
  - **Measured by but not limited to**: Total number of website sessions, unique website visitors, new website visitors, number of people on TMA-specific electronic mailing list, number of email campaigns, number of email recipients, email open rates, number of social media engagements, number of social media follower accounts, impressions for paid advertising, and third-party media coverage.
- **Influence**: Employer and property manager engagement with the regional and TMA-specific commute options programs.
  - **Measured by**: Number of employer and property managers receiving outreach services and the volume of that service delivery.
- **Participation**: Commuter participation in the regional and local modal promotions and the GCO regional incentives program.
  - **Measured by**: Number of partner organization and commuters participating in modal

promotions and/or logging and utilizing incentives within the MyGCO ridematching application.

- **Impact:** Clean commuting at employer partner sites.
  - **Measured by:** Number of clean commuters, clean logs, vehicle miles reduced, CO2 reductions, and dollars saved.

Interested organizations should submit a proposal that addresses the factors in the scope of services in Exhibit A. In addition, the respondent should provide a detailed breakdown of the proposed budget in the form of Exhibit B. These contracts will be for a two-year period, 2026-2027 calendar years. Budgets are required for Year 1 (2026) and Year 2 (2027).

#### **IV. FUNDING LIMITATIONS AND PROHIBITIONS**

Funding available for this project is provided using Congestion Mitigation and Air Quality Improvement (CMAQ) funds and State funds provided by GDOT. The intended purpose of these funds is described in federal guidelines (2 CFR, Part 225) and has been further interpreted by the Georgia Division of the Federal Highway Administration (FHWA) and the Georgia Department of Transportation (GDOT).

Funding is intended to cover prudent and reasonable labor and approved non-labor direct expenses required to increase the use of alternatives from the single occupancy vehicle, to provide deliverables desired for the state, and must adhere to government standards of reasonableness. All recipients are subject to audits at GDOT's request. GDOT retains the right to request adherence to additional requirements as needed.

The amount of funding awarded to support the program is dependent upon the quality of proposed activities and the ability to demonstrate cost-effective and efficient use of this funding in addition to all conditions and stipulations set forth in the appropriate federal guidance. Exhaustion of all funding programmed is not implied or guaranteed.

Available funds will be allocated to the proposal(s) demonstrating prudent, reasonable efforts that are efficient and offer cost-effective results per the goal of the program. Only labor hours, non-labor direct costs and approved overhead (see Exhibit C for approved overhead items) as specified below are permitted for reimbursement under this contract. Any costs to be reimbursed must be demonstrably and directly related to education and outreach of regional TDM programs as established by ARC. Expenditures must be transparent, follow contract requirements listed below, and be fully substantiated by documentation retained by the awarded Subgrantee.

The following categories of labor are eligible for reimbursement:

1. Labor hours used by a staff member in support of this grant;
2. Labor hours by approved subcontracted staff labor;
3. Labor hours by approved temporary staff;

4. Labor hours used to directly provide employer education and public outreach for regional programs only;
5. Labor hours used to directly conduct outreach to employers or property managers, including transit pass sales to employers;
6. Labor hours used to directly conduct outreach to employees and commuters within the specified areas;
7. Labor hours used to record and report required program measurement items as required by ARC;
8. Labor hours used to record and report as requested to the GDOT-specified regional measurement contractor, the contract administrator, GDOT, FHWA or any other entity as requested;
9. Labor hours used to attend ARC mandated TDM meetings (TDM Stakeholders meeting, regional TDM events, and other ad-hoc TDM meetings);
10. Labor hours used to provide cost effective management of staff and other resources in the provision of all employer education and public outreach;
11. Labor hours used for electronic marketing of regional programs;
12. Labor hours in support of local TDM ordinances as adopted in TMA territories; and
13. Other labor hours as specifically requested or required by ARC.

The following categories of non-labor direct costs are eligible for reimbursement under this contract:

1. Printed collateral materials that communicate program offerings to commuters and employers. Collateral materials for local programs may be developed as long as they directly support the regional programs;
2. Financial incentives for commuters to assist with the transition from SOV travel to vanpool; and
3. Transit pass/fare incentives for commuters to assist with the transition from SOV travel to transit.

The total budget for non-labor direct costs awarded will not exceed 10% of the total amount awarded to Subgrantees.

The activities described below are not authorized:

- Labor or activities not directly related to the approved Regional TDM activities.
- Labor for activities directed at carbon footprint assessment, LEED, and/or other programs and/or program elements as identified.
- Labor for activities considered to be entertainment. Food and/or beverages cannot be purchased.

## **V. PROPOSAL REQUIREMENTS AND TIMELINE**

All dates are tentative, provided for planning purposes, and subject to change. ARC anticipates awarding contract in October 2025. Successful respondents should be prepared to begin work on

January 1, 2026. All work activities for the contract must be completed by December 31, 2027. ARC reserves the right to award all or part of the available funds for this project.

Proposals must include the following information:

1. Name of the lead organization and any Sub-Consultants.
2. The point of contact (name, title, phone number, mailing address, and email address) at the lead organization.
3. Description of relevant experience on projects of this type, including your organization(s) role in impacting mode shift or behavior change.
4. Key personnel, their qualifications and roles related to the contract.
5. The address of the organization's office performing the work.
6. A detailed description of the technical approach including proposed tasks for the accomplishment of the work described in Exhibit A
7. Employer Services Proposal Cover Page (following Exhibit A-1 format).
8. 2026 and 2027 Employer Services Budgets (following Exhibit B format).
9. 2026 and 2027 Employer Services Overhead Rate Components and Structure (included in Exhibit C).
10. Completed DBE Utilization Plan form(s) in Exhibit D (if applicable).
11. Completed contract forms in Exhibit E (for Respondent and any proposed Sub-Consultants).
12. Respondent's latest financial statements or audited financial statements.
13. Any other pertinent information.

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-arc/business-services-finance/arc-business-opportunities/>.

Additional information should not be required to respond to this RFP. However, questions should be submitted in writing to Sabrina Green no later than 4:00 pm EST on Wednesday, August 13, 2025. Written questions should be submitted by email to [sgreen@atlantaregional.org](mailto:sgreen@atlantaregional.org). All questions received, and responses to those questions will be posted on the ARC website no later than 5:00 pm EST on Monday, August 18, 2025.

Interested organizations must do the following:

1. Notify ARC if they intend to submit a proposal.
  - a. Interested firms should email Sabrina Green at [sgreen@atlantaregional.org](mailto:sgreen@atlantaregional.org) by 4:00 pm EST Friday, August 15, 2025.
  - b. ARC will email each interested organization an individual link to a secure and confidential portal to upload the proposal.

2. Submit one electronic proposal copy through the secure and confidential portal.
  - a. **Proposals are due no later than 12:00 pm EST on Friday, August 29, 2025.**
  - b. The proposal must be in either Microsoft Word or PDF format.
  - c. Proposals shall not exceed a total of 25 pages (8.5 x 11, front and back of sheet counted as two pages), inclusive of organization experience. Covers, end sheets, proposed budgets, and an introductory letter shall not count against this maximum. Font size shall be a minimum of 10 point in all cases.
3. Submit three (3) hard copies of the proposal to the following address:  
Atlanta Regional Commission  
ATTN: Sabrina Green  
International Tower  
229 Peachtree Street NE, Suite 100  
Atlanta, GA 30303

## **VI. SUMMARY TIMELINE**

RFP Posted	Wednesday, July 30, 2025
Questions Due	Wednesday, August 13, 2025
Questions and Answers Posted Online	Monday, August 18, 2025
Proposals Due	Friday, August 29, 2025 (12:00 pm EST)
Anticipated Work Start Date	Thursday, January 1, 2026
Work Completed	Friday, December 31, 2027

Applicants interested in providing services described in this request must comply with the requirements described herein and requirements governing the use of CMAQ funds. All documentation associated with CMAQ funding must be retained by the Awardee for seven (7) years without exception.

## **VII. RESTRICTION OF COMMUNICATION**

From the date of the advertisement of the solicitation through contract award and selection is announced, respondents are not allowed to communicate about this solicitation or scope with any staff of ARC, except for submission of questions as instructed in the RFP or as provided by any existing work agreement(s). Violation of this provision, ARC reserves the right to reject the submittal of the offending respondent.

## **VIII. 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 the 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.

## **IX. PERFORMANCE REQUIREMENTS**

Awardees are expected to:

1. Conduct employer and property manager outreach and education via on-site and pre-scheduled events/meetings, electronic media, webinars, etc. Outreach and education efforts will be aimed at:
  - a. Providing technical assistance to employers and property managers in the establishment of customized workplace and site-specific TDM programs.
  - b. Conducting employee outreach activities with employers or property managers to achieve SOV trip reduction utilizing the market data that is obtained through ARC and Employer surveys (fairs, meet your match events, carpool/vanpool formation meetings, webinars, learning sessions, electronic media, etc.).
2. Provide targeted outreach to commuters on approved regional programs in such a way as to increase the number of people participating in carpools, regional vanpools, regional transit, biking, walking, telework programs, or alternative work schedules.
3. Promote employee ride-matching participation in the regional rideshare database as part of communication and outreach when commuter shows qualified interest.
4. Increase the number of employees at partnering employers/property managers who participate in alternatives to driving alone as measured by on-site surveys required at employer sites.
5. Adhere to regional vanpool formation and participation guidelines as directed by SRTA.
6. Conduct specified follow-up with regional program registrants as directed by ARC.
7. Report activities, results, and programmatic outcomes by specific dates as requested by ARC.
8. Participate in annual programmatic and financial reviews as structured by ARC.



9. Ensure updated and accurate information related to each employer and property manager partner in the regional TDM CRM database.
10. Conduct at least one standardized commuter survey within the contract period, providing clean commute percentage data to be used for programmatic impact analysis.
11. Highlight and track at least one way in which they are pushing innovative TDM efforts in their TMA area.
12. Participate in ARC mandated TDM meetings (TDM Stakeholders meeting, regional TDM events, and other ad-hoc TDM meetings).

#### **X. GENERAL TERMS AND CONDITIONS**

This program is contingent upon GDOT receiving CMAQ funds through the FHWA, and ARC receiving funds from GDOT. ARC reserves the right to reject any and all submittals, to withdraw this Request for Proposals, to withdraw from contract negotiations, and/or to re-issue this Request for Proposals at a later time.

## **EXHIBIT A**

### **SCOPE OF SERVICES**

Services requested below are proposed to be provided to employers and commuters of the areas described on the Employer Services website ([eso.atlantaregional.com](http://eso.atlantaregional.com)). Respondents should specify the area(s) for which they are submitting a proposal. Also, respondents are encouraged to consider the characteristics of the area(s) for which they are submitting a proposal and tailor their responses to how these various characteristics should impact the implementation of the regional program in each area.

Additionally, each respondent is asked to conduct and provide a SWOT (Strength, Weakness, Opportunities and Threats) analysis for the defined area utilizing the Employer Services website and/or any other localized information available. Respondents should illustrate and apply the following when responding to each task:

1. Identify the strong alternative mode(s) in TMA defined area.
2. Identify the weak alternative mode(s) in TMA defined area.
3. Identify the opportunities in TMA defined area for greater alternative mode use.
4. Identify the threats in TMA defined area that could impact current or future alternative mode usage.

In 2025, the Atlanta Regional Commission updated its Employer Engagement Strategy for the GCO program. Though it is not intended to be implemented solely in the TMA areas, respondents may reference this strategic approach document in formatting their responses to the tasks below (See Exhibit F for the GCO Employer Engagement Strategy document).

#### **Task 1: Education and Outreach to Employers and Property Managers**

The Subgrantee will provide outreach and education for regional services to employers and property managers that will result in new or improved commuter assistance programs at individual worksites or office buildings, resulting in SOV reduction.

Respondents should propose activities which clearly describe how SOV reduction will be achieved for employers and property managers within the geography of the described TMA area.

Over the course of the contract period, subgrantees are expected to deliver outreach services to employers and property managers with the goal of increasing the use of clean commuting at those sites. Subgrantees are expected to track outreach service delivery through the Regional TDM program's CRM (currently, Salesforce). Outreach services include, but are not necessarily limited to:

- Commute Incentive Implementation: Assisting employers or property managers in planning monetary incentives for clean commuting for their workforce or community.
- Commute Options Implementation: Supporting employers or property managers in the planning and implementation of commute-related services for their workforce or

community they serve.

- Data Collection & Analysis: Providing a service that involves collecting data, using previously collected data for analysis, and/or producing a deliverable from that analysis.
  - Promotion/Event Support: Attending an employer or property manager's event to provide knowledge on the GCO app or GCO services.
  - Flex Work Consulting: Assisting employers in the planning and implementation of flex work programs for their worksites.
  - Material Distribution: Delivering educational/promotional materials and/or guides related to clean commuting (all alternative modes) to employers or property managers for their use and/or distribution via an in-person/virtual event (e.g., trainings, webinars, orientation, benefit fairs), digital engagement (e.g., website, social media, videos, blogs) or print media (e.g., flyers, handouts).
- a. **Required Activity:** Hold a minimum of 10 direct interactions with employers and/or property managers quarterly for the purpose of creating customized commute options programs with the following strategies in mind:
- Maintain existing and establish new relationships and programs with employer and property management partners;
  - Provide technical services for the development, update, or maintenance of formal and informal telework, hybrid, and alternative schedule (compressed work week and/or alternative work hours) agreements/policies at employer sites;
  - Educate employers on regional incentives and modal programs;
  - Educate employers on regional transit options; non-motorized modes such as walking, biking, teleworking, and alternative work schedules; and regionally funded commute options programs such as carpooling and vanpooling; and
  - Educate employers and property managers on local/regional construction projects that will impact commute times, offering alternative mode choices with the goal of long-lasting behavior change.

## **Task 2: Outreach to Employees/Commuters**

The Subgrantee will provide outreach and education to commuters and others travelling to and within the geography of the TMA service area in such a way as to increase participation in carpools, vanpools, transit, biking, walking, teleworking/hybrid/alternative work schedules.

Respondents should propose activities which clearly describe how SOV reduction will be achieved for commuters within the geography of the described TMA area.

- a. **Required Activity:** Hold and report results of a minimum of 10 direct commuter interactions (commuter events) per quarter with the following strategies in mind:
- Create new carpools and increased occupancy of existing carpools;
  - Educate commuters on local/regional construction projects that will impact

commute times, offering alternative mode choices with the goal of long-lasting behavior change;

- Assist vanpool vendors with creation of new vanpools and ridership maintenance of existing vanpools;
- Increase transit ridership and maintain existing transit ridership through promotional activities;
- Increase use of non-motorized modes, such as bicycling, teleworking and walking;
- Direct employees and/or commuters interested in ride-matching services and regional incentives programs each month to the GCO ride-matching database;
- Educate qualified employees and/or commuters about the regional Guaranteed Ride Home program;
- Prepare, coordinate, and staff measurably successful outreach events quarterly;
- Conduct and document follow up with program participants in the specific geography that have recently graduated from specified incentives programs and/or have not logged their trips in the regional rideshare database within the span of a month; and
- Actively promote and drive audiences to the shared regional ridematching app using new or existing communications platforms (e.g., social media, newsletters, email campaigns, website, and other partner communications).

b. **Required Activity:** Report on marketing and communications activities that target commuters with the aim of increasing their awareness of regional and local commute options programs. This includes, but is not limited to:

- Total number of website sessions.
- Unique website visitors.
- New website visitors.
- Number of people on TMA-specific electronic mailing list.
- Number of email campaigns.
- Number of email recipients.
- Email open rates.
- Number of social media engagements.
- Number of social media follower accounts.
- Impressions for paid advertising.
- Third-party media coverage.

### **Task 3: Commuter Survey and Reporting**

To inform TDM outreach activities and measure progress against SOV travel reduction goals, the Subgrantee will perform surveys conducted electronically or on site.

Subgrantees are required to conduct a bi-annual statistically significant, standardized commuter survey. Mode counts, as reported in the CRM system, will expire, and be considered invalid 24

months after being reported, requiring an update during the contract period.

All surveys should achieve, at minimum, a response rate that meets statistical significance at a 90% confidence level with a +/- 10% confidence interval. For a survey to be extrapolated to the entire population, it must be statistically significant at a 95% confidence level with a +/- 5% confidence interval.

Tools for achieving this goal will be provided by ARC, including survey incentives and survey software.

Respondents must briefly describe in no more than two paragraphs their planned approach to surveying the commuters in their territory.

#### **Task 4: Modal-based TDM Promotions**

The Subgrantee will conduct at least four modal-based programs per year that will serve to reduce SOV travel through regional and local promotions that will increase public awareness and use of alternative modes.

The respondent should describe, in detail, their approach to encouraging the adoption of the clean commute modes listed below in one-time or continuous promotions. Promotions can consist of an existing campaign or the creation of a new approach to generating mode shift. Respondents must present at least four promotional concepts for this task but may substitute those with future regional programs once announced. Alternative Modes for consideration of modal promotions are:

- Transit.
- Carpool.
- Vanpool.
- Bike.
- Walk.
- FlexWork (Telework/Hybrid/Alternative Work Arrangements).

The regional modal promotions tentatively planned for the 2026-2027 contract period are the Million Air Challenge, Biketober (The Atlanta Bike Challenge), Try Transit, and GA Rides (Bike Month promotion). All selected respondents will be required to take part in the Million Air Challenge; a unified regional initiative aimed at increasing MyGCO activity and engagement. Additionally, respondents must participate in either Biketober or Try Transit, with the option to engage in both. Participation in GA Rides and any newly introduced regional modal promotions may also be required.

Respondents' concepts must address how the promotions will work within in the context of the Georgia Commute Options program and the restrictions put forth in this RFP, as well as how it leads to VMT reduction, SOV reduction, reduced congestion and/or improved air quality. Proposals must also identify metrics to measure outcomes and participation goals along with employer, property manager, community partner, and/or employee target audiences.

### **Task 5: Research and Innovation**

The Subgrantee will develop innovative projects that respond to trends and opportunities in TDM and how they may intersect with the action planning worksheet identified in ARC's TDM Plan, and use outreach, marketing and/or policy-focused strategies to achieve the overarching regional goals of reducing congestion and improving air quality. These activities may be used to develop white papers and guides as needed by ARC.

The respondent should propose a minimum of one innovative project that uses outreach, marketing and/or policy-focused strategies to achieve overarching regional goals of reducing congestion and improving air quality. Efforts may be residential, community or employer based. The project should address one or more barriers impacting commuters living or working in the TMA territory.

For each innovative TDM effort selected, the respondent should briefly describe the project, the target audience (including data on the barriers faced) and give an expected timeframe for its execution and completion.

- a. **Required Activity:** Report on innovative TDM efforts through a survey tool administered in accordance with the required Annual Review process. TMAs will self-assess progress and provide a narrative describing accomplishments and challenges encountered.
- b. **Required Activity:** Present on the innovative project(s) once during the two-year contract period. This will take place within 2027 during a selected regional meeting/event (e.g., an innovation conference, TDM Stakeholders meeting, or other regional TDM event).

### **Task 6: Program Administration**

The Subgrantee will provide program oversight, staff training and professional development, financial accounting, reporting of results, and retention of documentation supporting execution of the work tasks in this contract.

The respondent should propose activities that clearly describe the team structure and processes that support completion of the required program administration activities.

The respondent should also provide plans and a budget for the use of eligible non-labor direct costs in support of contract requirements.

- a. **Required Activities:**
  - Submit monthly invoices and progress reports per ARC guidelines;
  - Monitor and report results in accordance with contract stipulations. All staff involved with reporting will be required to attend one training session that will include discussion on how to complete the reports;
  - Participate in one (1) annual programmatic review, including submission of annual performance reports, reporting on innovative TDM project outcomes, and presentation of programmatic metrics and outcomes;

- Participate in one (1) annual financial review per contracted year, including submission of all required financial documents for verification of labor and approved overhead expenses;
- Participate in scheduled ARC Regroup/Status Update meetings;
- Participate in TDM stakeholder meetings, including presentation of TMA service area updates;
- Participate in quarterly budget review meetings to assess spenddown and discuss plans for changes as needed;
- Coordinate outreach activities with GCO consultants;
- Maintain well-trained, knowledgeable, qualified staff to implement work tasks as proposed in this contract. This includes strategically allocating the 20% local match funding to support the professional development of TMA staff members implementing the local TDM program, ensuring that practitioners remain current with industry standards, data tools, and innovative approaches in TDM. NOTE: Expenses for conference registration and travel is non-reimbursable;
- Maintain all documentation including e-mails, cost records, procurement documentation, invoices, audit trails, etc. and provide this documentation as required by this contract. All documentation associated with this effort must be retained by the Awardee for seven (7) years; and
- Notify ARC of any program reallocations, employee changes, and/or overhead changes for reporting adjustments to employer services budget.

## **EXHIBIT A-1**

### **EMPLOYER SERVICES PROGRAM PROPOSED SCOPE OF SERVICE COVER PAGE**

Date:

Name of Employer Services Organization:

Name of Contact Person:

Title and Organization:

Address/City/State/Zip:

Telephone:

Fax:

E-Mail:

Non-profit, DBE, or MBE designation:



## **EXHIBIT B**

### **2026 EMPLOYER SERVICES BUDGET & 2027 EMPLOYER SERVICES BUDGET**

(Click here to download a copy of the [Employer Services Budget Template](#))

## EXHIBIT C

### 2026 EMPLOYER SERVICES OVERHEAD RATE COMPONENTS

(Share of total rate from [Employer Services Budget Template](#); see *Overhead Calculator* tab)

<b>Fringe Benefits</b>	<b>%</b>
Vacation/Holiday/Paid Leave	
Payroll Taxes	
Group Insurance	
Retirement Benefits	
Employee Welfare	

<b>General Overhead</b>	<b>%</b>
Rent	
Utilities	
Business Insurance	
Property Tax	
Computer Software	
Website Hosting and Maintenance Cost	
Professional Fees (accounting)	

## 2027 EMPLOYER SERVICES OVERHEAD RATE COMPONENTS

(Share of total rate from [Employer Services Budget Template](#); see *Overhead Calculator* tab)

<b>Fringe Benefits</b>	<b>%</b>
Vacation/Holiday/Paid Leave	
Payroll Taxes	
Group Insurance	
Retirement Benefits	
Employee Welfare	

<b>General Overhead</b>	<b>%</b>
Rent	
Utilities	
Business Insurance	
Property Tax	
Computer Software	
Website Hosting and Maintenance Cost	
Professional Fees (accounting)	

**EXHIBIT D**  
**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, 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 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, Contracts and Grants Officer, Financial Services Group, Atlanta Regional Commission, 229 Peachtree Street Suite 100, Atlanta, GA 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 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:

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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 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**

## **EXHIBIT E**

### **COMPLETED CONTRACT FORMS**

**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 45 CFR Part 76, 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 45 CFR Part 93), 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

REV ARC 05/08

## **CONTRACTOR/VENDOR INFORMATION**

**Legal name & address  
of entity:**

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*If different from above-*

**Legal name of Payee:**

**Payment Address:**

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(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:** \_\_\_\_\_

## **EXHIBIT F**

### **GCO EMPLOYER ENGAGEMENT STRATEGY**

(Click here to access the [GCO Employer Engagement Strategy](#))

## **EXHIBIT G**

### **CONTRACT EXAMPLE BOILERPLATE**

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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