

**Atlanta Regional Commission
Homeland Security and Recovery Group
Urban Area Security Initiative of Atlanta, Georgia**

**December 23, 2020 REQUEST FOR SEALED BID –
Electronic Field Portable Trace Detectors (High Pressure Mass Spectrometers)
and Digital Radiography X-Ray Screening Systems for Explosive Ordinance
Disposal Field Use**

Introduction

The Atlanta Regional Commission (ARC), an instrumentality of the State of Georgia with its office located at 229 Peachtree Street, NE, Suite 100, International Tower Atlanta, Georgia 30303, is seeking sealed bids for various products and equipment from vendors in its administration of the Atlanta Urban Area Security Initiative (UASI) Program. The purpose of this project is to build the region's preparedness capabilities. As a work program within the ARC, the Homeland Security and Recovery Group (HSRG) manages Atlanta UASI on behalf of the City of Atlanta and the five core counties (Clayton, Cobb, DeKalb, Fulton, and Gwinnett). The group's duties include coordinating the planning, training, exercises, equipping, and communications among the police, fire, and emergency management of the six-member jurisdictions: all in preparation for any foreign or domestic terrorist event. Funding for this project is from Grant Award Numbers: EMW 2018-SS-00067-S01 (FY2018 DHS HSGP); EMW 2019-SS-00072-S01 (FY2019 DHS HSGP) and EMW 2020-SS-00089-S01, through the Department of Homeland Security.

This regional project is intended to provide (a) Electronic Field Portable Trace Detectors (High Pressure Mass Spectrometers and (b) Digital Radiography X-Ray Screening Systems for Explosive Ordinance Disposal Field Use, as outlined in the Scope of Services, Exhibits A and B. Each product and/or piece of equipment outlined in Exhibits A & B is to be delivered to a jurisdiction/location listed in the eventual Purchase Order(s). Vendors may bid on individual products/equipment listed or any combination thereof, provided they meet the specifications of this sealed bid. If a combination bid is provided, an itemization cost of each product/equipment is required with the total cost. This procurement solicitation may result in an award to multiple vendors. Bids will be considered based on the completion cost and minimal modification cost and according to compliance with specifications and other criteria, all described herein.

Scope of Services

Overall requirements and specifications for the equipment being procured are attached as Exhibits A & B provides the scope of service expected from the vendor(s). If there are any software, licenses renewals, and/or subscriptions, those cost should be itemized and included in the total costs.

Bid Guidelines

- A. This request is governed by ARC's purchasing and procurement guidelines. Interested vendors should submit a bid that addresses specifications listed in any of the Exhibits attached.

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Proposers must respond to this Request for Sealed Bid with written proposals following all requirements outlined in this document. The lowest price proposal that sufficiently meets all specifications for all or any of the equipment or products will be the determining factor for the bid award.

- B.** ARC reserves the right to reject any or all bids, or to accept any bid or combination of bids deemed advantageous to it.
- C.** Any questions regarding this solicitation should be submitted in writing via e-mail to uasi-rfq@atlantaregional.org no later than Monday, January 5, 2021 at 5:00 P.M. EST. All questions received, and responses to those questions, will be posted on the ARC website by 5:00 pm on Monday, January 11, 2021. Questions received from all Bidder(s) shall be answered and posted on ARC's website.

Instructions

Bids are due by 5:00 PM on Thursday, January 21, 2021 and all sealed bids received will be opened on Friday, January 22, at 1PM. It is anticipated that the contract award(s) will be made by February 12, 2021. ARC must receive two (2) hard copies and one (1) copy in digital format, either in Microsoft Word, Excel or PDF format for each Exhibit the vendor is bidding on. ARC's physical offices are closed but are still receiving mail. To ensure your bid is received, please send an electronic copy to uasi-rfq@atlantaregional.org by 5:00 PM on Thursday, January 21, 2021. Also, send your bid's tracking number and information to uasi-rfq@atlantaregional.org on or before January 21, 2021. All bids must be submitted to the following address:

Atlanta Regional Commission/Homeland Security & Recovery Group
ATTN: Greg Mason, Program Administrator/UASI
International Tower
229 Peachtree Street NE
Suite 100
Atlanta, Georgia 30303

Bids must clearly address all specifications outlined in the corresponding Exhibits A and B and include the following:

1. Name of Vendor and any Sub-Contractors.
2. Point of contact (name, title, phone, and email).
3. A separate bid for each Exhibit is required for more than one Exhibit. Clearly indicated on the front of the sealed bid which product or equipment the vendor seeks to bid on using the corresponding Exhibit "Alphabet Letter". Our goal is to open all Exhibit A's, then proceed to open all Exhibit B's. Vendors can create their own table with respect to cost in Exhibit A and/or Exhibit B, in Word, PDF or Excel as long as it follows the example provided.
4. Qualification and technical competence of vendor and /or subcontractor in type of work required.

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5. Any references submitted must include contact name, phone number, and email.
 6. Proposed schedule and timeline for deliverables in weeks in the space provided on each Exhibit.
 7. Proposed unit cost for line item(s) detail.
- D.** ARC is subject to the Georgia Open Records law. All proposals submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct available here: [Standards of Ethical Conduct](#). Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of the 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.
- E.** ARC has decided to suspend ALL onsite Pre-Bid Conferences until further notices, therefore, there will be a teleconference for this Pre-Bid on Friday, January 8, 2021 at 10:00 AM. The call-in number is 1 (805) 309-0248 using conference ID 693-3501. It is the vendor's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid teleconference.

General Specifications applicable for all Items listed in Exhibits A and B.

- A.** Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for both the specified item(s) and option(s) listed. If pricing is provided for only the listed option(s), the bid for that specified item will be deemed as non-responsive and will be rejected.
- B.** The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the ARC that is to be included.
- C.** A unit price is required on every listed option for the specified item(s).
- D.** ARC reserves the option, after bids are opened, to adjust the quantities listed on the individual Specifications upward or downward, subject to the availability of funds, and/or make award by line item. Therefore, the ARC shall not be liable for any contractual agreements/obligations the Contractor/Supplier enters into based on the ARC purchasing all the quantities specified herein.

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- E.** ARC reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Contractor/Supplier to honor the same bid price. During this period, purchase orders will be issued for these items as needed. It is emphasized that the ARC does not guarantee any quantities; rather, the quantities may vary depending upon the actual needs of the various jurisdictions.
- F.** Award will be made based on the low total bid price for the specified item(s) meeting all specifications referenced herein.
- G.** All items and any relevant components shall be fully equipped, certified as per specifications, and delivered, including any loose equipment, packing cases, documentation, and etcetera, and shall be shipped to the address listed in each Exhibit.
- H.** Costs for shipping, setup/installation must be listed as separate line items.
- I.** User training, if required, must be listed as a separate line item.
- J.** The item(s) specified herein with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) within the delivery time(s) as listed in the Technical Specifications after receipt of an ARC Purchase Order.
- K.** Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.
- L.** ARC encourages participation of Minority Owned Business Enterprises (MBE), Women's Business Enterprises (WBE), Small Business Enterprises (SBE) and Disadvantaged Business Enterprises (DBE) businesses in its procurement opportunities. Our procurement policy and outreach efforts ensure that these businesses have equal opportunity to compete for and do business with the agency. We continuously seek to identify qualified MBEs, WBEs, SBEs and DBEs. If you qualify as one of those types of business, please identify yourself as such in the proposal.

Required Federal Clauses, Certifications and Prohibitions.

Vendors should note that all ARC solicitations and resulting contracts, a copy of this boilerplate language is attached as Exhibit C, shall contain the following Federal Acquisition Regulations (FAR)

<https://www.acquisition.gov/browsefar> and other clauses as applicable.

- A.** Debarment and Suspension.
- B.** Conflict of Interest.
- C.** Lobbying and Certification and Disclosure.
- D.** Sensitive Security Information.
- E.** Federal Civil Rights Laws and Regulations.

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- F.** Federal EEO requirements.
- G.** Disadvantaged Business Enterprises/Small and Minority Firms and Women's Business Enterprises.
- H.** Labor Requirements.
- I.** Environmental Protections.
- J.** Energy Conservation.
- K.** Georgia E-Verify.
- L.** Audit requirements.
- M.** Prohibitions on Purchasing Certain Telecommunications with Federal Award Funds, section 889(b) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, *Pub. L. No. 115-232 (2018)* that prohibits obligating or expending federal award funds on certain telecommunications products or from certain entities for national security reasons.

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Exhibit A - Specifications for Electronic Field Portable Trace Detectors (High Pressure Mass Spectrometer) Page 1 of 3

The vendor shall provide five (5) Electronic Field Portable Trace Detectors (High Pressure Mass Spectrometer or equivalent AND meet ALL the following conditions:

- **Capability to Identify Drugs / PBAs / fentanyl-based compounds:** The mass spectrometer must provide accurate onboard identification of a range of drugs, including fentanyl-based compounds and precursors in mixtures or low purity (less than 10%) or at concentrations of less than 100 nanograms (ng).
- **Fentanyl Classification:** Able to alarm to a suspect or novel fentanyl analog which cannot be directly identified based on the device's onboard library. Third party performance testing is required to ensure validation of performance against drugs and PBAs / fentanyls.
- **Identification of CWAs and FGAs:** Provide accurate onboard identification of a range of chemical threats including traditional and emerging chemical warfare agents and a wide range of precursors and degradation products including FGAs/Novichok agents ,G-series, HD (mustard) and multiple V-series agents. Third party performance testing is required to ensure validation of performance against chemical warfare agents (CWAs) and fourth-generations agents (FGAs). Capability to provide real-time concentration estimates for chemical warfare agents at concentrations of less than 100 parts per billion (ppb).
- **Identification of Explosives:** Provide accurate onboard identification of a range of explosives and explosive precursors including TATP, hexamine and MEKP at concentrations of less than 100 nanograms (ng). Third party performance testing is required to ensure validation of performance against explosives and explosive precursors
- **Multi-phase sample detection:** Capable of analyzing gas/vapor phase samples and solid phase materials in either bulk or trace quantities.
- **Limits of Detection:** Able to detect and identify threats at trace or near-trace levels (not visible to the user) in all phases (liquid, solid and vapor) in harsh, real-world environments (less-than-pure) and in the presence of common interferents (Diesel, JP8, Windex, Masking Agents, etc.).
- **Rapid startup and monitoring:** Allow for quick start-up (<1 minute) and speedy identification of threats (<2 minute). 30 sec response time in vapor mode. Ready to run another trace sample within 1 min.
- **Simplified user interface with rugged buttons:** Be operated with ruggedized physical buttons designed for operators in bulky protective gear that limits sight, tactile touch and grip. The on/off button must be recessed to prevent the accidental turning off the unit during an operation.
- **Alarm list activation:** Must allow operator to activate, deactivate, and edit lists of targeted chemicals that control device alarms.

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**Exhibit A - Specifications for Electronic Field Portable Trace Detectors
(High Pressure Mass Spectrometer Page 2 of 3)**

- **Audible alarms:** Must alarm for threat chemicals both visually and with an audible sound. Users must be able to activate or deactivate the audible alarms as needed.
- **On-Screen results:** Provide clear, unambiguous results when targets are identified. Alarm result should be color coded with a specific color for a highly confident result, which should also include CAS number and primary hazard on the main result screen. Suspected results which don't fully meet the threshold or criteria for the highest confidence alarm should be color coded with a different color for user clarity.
- **Reports:** Store all data collected automatically and have the ability to recall data and export results in commonly viewable formats, including PDF and JPEG.
- **Ruggedness MIL-STD 810G:** *Must be independently certified to meet MIL-STD-810G with a certified independent report available.*
- **Weight:** Unit (including battery) must weigh less than 10 lbs (4.5kg).
- **Power considerations:** Field-replaceable Li-ion battery providing >3 hours of battery life during active use. Batteries must be able to be replaced while in operation, or "hot swapped," without powering off the system.
- **Fully integrated system:** Be entirely self-contained with a built-in computer requiring no outside components to function.
- **Ionization source:** Must not contain radioactive materials.
- **Vacuum system:** Must include an internal vacuum system, no external vacuum.
- **Warranty/Technical Support/Reach back:** *Include full warranty and support coverage for 2 years, to include 24 / 7 technical and reachback support for assistance with data interpretation or technical issues, and all software / library updates.*
- **User updates:** Include the ability to expand the library through user-applied updates.
- **Scheduled Maintenance:** *Must not require scheduled maintenance or consumables for vapor analysis.*
- **Initial User Training:** Each unit purchased shall include one 8hr on-site training session for up to 10 people.
- **User Supplies:** Each unit must include all necessary equipment, cables, etc. for a turnkey product delivery. This includes, but is not limited to, chemical supplies, an extendable vapor probe, sampling probes and a minimum of 500 trace sampling swipes.

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**Exhibit A - Specifications for Electronic Field Portable Trace Detectors (High
Pressure Mass Spectrometer) Page 3 of 3**

Electronic Field Portable Trace Detector <u>1</u> at \$ _____ each x <u>5</u> = \$ _____ subtotal
Shipping/Delivery/Setup \$ _____ subtotal
Other Costs (describe here) \$ _____ subtotal
Vendor Total Bid: \$ _____
Delivery _____ weeks upon contract award

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**Exhibit B - Specifications for Digital Radiography X-Ray Screening Systems for
Explosive Ordinance Disposal Field Use (Page 1 of 2)**

The vendor shall provide five (5) digital radiography x-ray systems that are considered lightweight, portable, and ruggedized for a range of security field applications AND meet ALL the following conditions:

- The capability for hard wired or wireless Wi-Fi (preferred) x-ray system control and firing via a laptop or tablet.
- The capability for hard wired or wireless Wi-Fi (preferred) image data transmission back to a laptop or tablet.
- Lightweight, drop tested and water resistant.
- Capable of fast image acquisition for rapid deployment.
- Capable of producing high resolution x-ray images.
- Capable of remote control of Golden x-ray generators (XR 150, 200, 300, 400) and include ALL software /hardware to accomplish this task.
- Include a backpack or carrying kit for transport.
- Include a tablet.
- Include a tripod.
- All necessary parts for turn-key operation.
- Shall include warranty and technical support for a period of at least one year.
- Each unit purchased shall include one 8 hours training session for up to 10 personnel.

Technical features must be/have:

- XTK compatible.
- 3.5 l/p mm, 140-micron resolution.
- An image area of at least 14" x 17" with (3,072x 2560-pixel resolution).
- A panel area of approximately 18" width x 15" height with a diameter of less than 1".
- At least 5 hours of standby operation and be able to produce greater than 500 images per charge.
- Image processing software that has image manipulation options to include black and white; inverse/negative; image rotation; image stitching; histogram equalization; brightness contrast and gamma adjustments; zoom, and image sharpening/softening.
- System database software that allows the operator to create, manage and store images.
- Database software should also allow for auto save images, capable of importing and exporting images and include database protection.

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**Exhibit B - Specifications for Digital Radiography X-Ray Screening Systems for
Explosive Ordinance Disposal Field Use (Page 2 of 2)**

Digital Radiography X-Ray Screening System <u>1</u> at \$_____ each x <u>5</u> =	\$ _____ subtotal
Shipping/Delivery/Setup	\$ _____ subtotal
Other Costs (describe here)	\$ _____ subtotal
Vendor Total Bid: \$ _____	
Delivery _____ weeks upon contract award.	

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Exhibit C - Terms and Conditions for the Purchase of Goods

THIS AGREEMENT, entered into as of this [REDACTED] day of [REDACTED] 2021, by and between [REDACTED] (hereinafter referred to as the "Seller") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

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

WHEREAS, the Seller desires to sell goods 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. Contract Formation. These terms and conditions apply to any provision of services or materials by the Seller to ARC. All Goods sold by the Seller are sold subject to these standard terms and conditions (as detailed below) which form part of ARC's contract with the Seller in conjunction with the Purchase Order and the Quotes incorporated as attached. Terms and conditions on the Seller's order form or other similar document shall not be binding on ARC.
2. Non-Exclusive Rights. The Contract is not exclusive. ARC reserves the right to select other Sellers to provide goods and services similar to goods and services described in the Contract during the term of the Contract.
3. Orders. Orders will be deemed to have been placed when the ARC Purchase Order is received by the Seller.
4. Time of Performance. The goods shall be delivered by the Seller upon execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All goods shall be delivered, and payment rendered by or before [REDACTED], 2021.
5. Compensation and Method of Payment. The Seller shall be compensated for the work and services to be performed under this contract. Compensation under this contract shall not exceed \$ [REDACTED].00.
6. Scope of Services. The Seller shall do, provide and carry out in a satisfactory and proper manner the goods and services as described in the Quotes which are attached hereto and made a part hereof.
7. Formal Communication. All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Seller (executor) and ARC's Executive Director. However, the Seller executor and ARC's Executive Director shall each have the right to

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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 Homeland Security and Recovery Group Manager as his agent for purposes of this contract only, except for Amendments and Terminations.

8. Review and Coordination. To ensure adequate review and evaluation of the goods, and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the goods and services to be provided hereunder.
9. Inspections. Authorized representatives of ARC may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Seller, with the exception of any intellectual property, patents, trademarks, trade secrets or other confidential information of the seller, shall be made available to authorized representatives of ARC for inspection and review at all reasonable times in the Seller's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Seller of his professional obligation to correct, at his expense, any errors found in the work.
10. Changes. ARC may require changes in the work and services that the Seller is to perform hereunder. Such changes, including any increase or decrease in the amount of the Seller's compensation which are mutually agreed upon by and between ARC and the Seller, shall be incorporated in written amendments to this contract.
11. Assignability. The Seller shall not assign, sublet or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC's Executive Director or his authorized agent.
12. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the ARC, either during the period of the Contract or thereafter. Any data supplied to or created by the Seller shall be considered the property of ARC. The Seller must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of ARC. The Seller shall immediately report to ARC any unauthorized disclosure of confidential information. The Seller's confidentiality obligation under the Contract shall survive termination of the Contract.
13. Payment. Invoices issued by the Seller shall be paid by ARC within thirty (30) days of the date of receipt unless otherwise agreed to. Per the attached Quote, an invoice should be issued upon receipt of the purchase order, with the remaining balance to be invoices upon delivery.
14. Invoices. Invoices shall contain the legal name and address of the Seller, the payment address of the seller if different, the quantity and description of the item shipped, any remaining items to be shipped if applicable, invoice date, a unique invoice number, and the date of shipment of goods.
15. Interest of Seller. The Seller covenants that neither the Seller, nor anyone controlled by the Seller, controlling the Seller, or under common control with the Seller, nor their agents, employees or subcontractors, 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 Seller's service hereunder in an impartial and unbiased manner. The Seller further covenants that in the performance of this contract no person having

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any such interest shall be employed by the Seller as an agent, subcontractors or otherwise. If the Seller contemplates taking some action which may constitute a violation of this paragraph, the Seller shall request in writing the advice of ARC's Executive Director or his authorized agent, and if ARC's Executive Director or his authorized agent shall notify the Seller in writing that the Seller's contemplated action will not constitute a violation hereof, then the Seller shall be authorized to take such action without being in violation of this paragraph.

16. Interest of Member 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 contract which affects his personal interest or the interest of any corporation, partnership or association in which he 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 any interest, direct or indirect, in this contract or the proceeds arising therefrom.
17. Assurances. The Seller 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," 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 Seller gives assurance and certifies with respect to this agreement that:

For all agreements:

- a. It possesses legal authority to execute this agreement, and that the person identified as the official representative of the Seller is authorized to execute an agreement incorporating the terms of its application.
 - b. 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).
 - c. The Seller 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, Seller 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.
18. Certifications.
- a. Debarment and Suspension. The Seller agrees to comply with the debarment and suspension rules in 49 CFR 29.
 - b. Drug-Free Workplace. The Seller 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 Sellers.

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- c. The Seller agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.
19. Indemnification. The Seller 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 Seller or any person employed by the Seller.
20. Warranty. Seller warrants that the goods supplied will meet the stipulations of this contract agreement; and are of fair average quality within this description; and are fit for ordinary purposes for which such goods are used; and are of a similar kind and quality if multiple goods were ordered; and are adequately maintained, contained, and labeled to prevent loss; and conform to the affirmations of the provided quotes and labels.
21. Product Recall. In the event that any of the goods are found by the Seller, ARC, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Seller will promptly communicate all relevant facts to ARC and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude ARC from taking such action as may be required of it under any such law or regulation. The Seller shall perform all necessary repairs or modifications at its sole expense except to any extent that the Seller and ARC shall agree to the performance of such repairs by ARC upon mutually acceptable terms.
22. 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 Seller, this agreement may be immediately terminated without further obligation of ARC.
23. Termination of the Contract for Cause. If the Seller, due to its action or failure to act, shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Seller has or will violate any of the covenants, agreements, representations or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving written notice to the Seller of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Seller shall have a ten (10) day opportunity to cure or provide a plan to cure upon receipt of notification of termination. ARC reserves the right to reject an unsatisfactory
plan to cure. Notwithstanding the foregoing, the Seller shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this contract by the Seller, and ARC may withhold any payment to the Seller for the purpose of set-off for damages caused by the Seller's breach, until such time as the exact amount of damages to ARC from the Seller is determined.
24. Termination for Convenience. ARC may terminate this contract at any time by giving written notice to the Seller of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination provided that the good purchased has not yet been shipped. If this contract is terminated by ARC as provided in this paragraph, the Seller will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Seller under this contract as the services actually performed prior to the termination of this contract bear to the total services to be

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performed by the Seller under this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Seller shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Seller during the contract period, which are directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Seller prior to the effective date of such termination.

25. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.

IN WITNESS WHEREOF, the Seller and ARC have executed this Agreement as of the day first above written.

NAME OF FIRM

ATTEST:

By: _____

Title: _____

ATLANTA REGIONAL COMMISSION

ATTEST:

Assistant Secretary

By: _____
Executive Director