

## **REQUEST FOR PROPOSALS**

### **Atlanta Regional Transportation Systems Management and Operations (TSMO) Plan and Regional ITS Architecture Update**

The Atlanta Regional Commission (ARC) is seeking proposals from firms or teams of firms experienced in transportation policy, multimodal planning, and technical support necessary to support ARC in undertaking certain tasks during calendar years 2026-2027 related to preparation of the next update to the Regional Transportation Systems Management and Operations (TSMO) Plan and Regional Intelligent Transportation Systems (ITS) Architecture Update (here after referred to as the TSMO Plan Update). The Scope of Services for the work is attached as Exhibit A and provides information regarding the level of effort required, as well as specific tasks to be accomplished.

Successful firms or teams of firms should be able to demonstrate experience in providing thorough strategic advice and technical services in a broad range of needs related to the federal metropolitan transportation planning process. The assignment of highly qualified and experienced staff to project deliverables and tasks is critical and will be closely evaluated during the proposal review process. Successful firms or teams of firms must also be skilled at working with local and state government staff and elected officials.

Available funds in 2026-2027 for completion of the project will be approximately \$625,000. Any contract award for this study is contingent upon ARC receiving adequate funding for this purpose from the Georgia Department of Transportation. ARC reserves the right to award all or part of the available funds for this project.

The project is being proposed for an eighteen-month schedule. ARC anticipates that a contract will be awarded in the 2nd quarter of 2026, with all work to be completed by December 31, 2027. The successful firm or team of firms should be prepared to begin work immediately upon contract execution.

Interested firms should submit a proposal that addresses the requirements listed below and the Scope of Services in Exhibit A. Consultant should provide a detailed breakdown of the proposed budget and task breakdown following the general formats provided in Exhibits B and B-1.

Proposals must include the following to be considered responsive:

1. Name of lead firm and any sub-consultants.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. Description of relevant experience on projects of this type.
4. Qualifications and technical competence of consultant and/or sub-consultants in the type of work required.
5. Description of experience on similar projects including a list of at least 3 references within the past 5 years, with current contact information.
6. Listing of key project personnel and their qualifications.

7. Geographic location of the consultant's office performing the work.
8. A detailed description of the technical approach proposed for accomplishment of the work.
9. A proposed schedule and work plan for the accomplishment of the work described in Exhibit A. The work plan should include estimated lump sum cost for each task identified in Exhibit A. Please use the format at Exhibit B-1 for the estimated cost per task.
10. A proposed project budget in the format of Exhibits B and B-1 to this RFP.
11. Completed certifications at Exhibit C.
12. Any other pertinent information.

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

1. Related experience, strength of qualifications, versatility in subject matter expertise, and references of the firm or project team (50%)
2. Technical approach, including the appropriateness and creativity of proposed approach to the work scope (40%)
3. Work plan and schedule (5%)  
*Note: This includes Consultants' ability to demonstrate a balanced workload for its staff to carry out its responsibilities to ARC in balance with any other contracts Consultant may have.*
4. Proposed budget (5%)

If interviews are necessary, the short-listed firms will be invited to an in-person interview with an evaluation committee, to be scheduled the week of April 20, 2026 (tentative).

Summary of ARC TSMO Plan Procurement Dates

1. Release Date:	Wednesday, February 18, 2026
2. Technical questions deadline:	Monday, March 2, 2026
3. Answers to questions posted:	Wednesday, March 11, 2026
4. Proposal submittal deadline:	Monday, March 30, 2026
5. Interviews, if applicable:	Week of April 20, 2026 (TBD)

Proposals inclusive of resumes and qualifications shall not exceed 30 (8.5 x 11) pages. Covers, end sheets and an introductory letter shall not count against these maximums. Font size shall be a minimum of 11 point in all cases.

ARC reserves the right to award this contract based on initial proposals received without formal interviews and to award all or part of this project to one or more firms.

## **PROPOSAL SUBMISSION THROUGH WEBSITE**

### **Electronic Submission Requirements**

All proposals must be submitted electronically through the Atlanta Regional Commission (ARC) procurement website. Proposals submitted by any other method (including email, mail, fax, or hand delivery) may not be accepted unless specified in the solicitation document.

Respondents must register and complete the application on the ARC procurement website to access the solicitation and submit a proposal. It is the responsibility of the respondent to ensure successful registration and timely submission.

Proposals must be received no later than **4:00 pm EST on Monday, March 30, 2026**. The ARC procurement system will automatically record the date and time of submission. Late proposals will not be accepted under any circumstances.

The Respondent(s) is solely responsible for:

- Uploading all required documents;
- Verifying that files are complete, readable, and properly labeled; and
- Ensuring submission is finalized prior to the deadline.
- Only one proposal containing all required information may be uploaded per responder.

ARC is not responsible for technical difficulties, internet outages, user errors, or system delays experienced by the respondent. Respondents are strongly encouraged to submit proposals well in advance of the deadline.

Upon successful submission, the system will provide an email confirmation. This confirmation serves as proof of receipt.

## **QUESTIONS AND ANSWERS (Q&A)**

### **Questions Regarding the Solicitation**

All questions concerning this RFP must be submitted electronically through the procurement website by **4:00 pm EST on Monday, March 2, 2026**. Question submitted after this deadline or through any other means will not be considered.

To ensure fairness and transparency, respondents are prohibited from contacting any ARC staff, board members, or consultants regarding this solicitation outside of the formal Q & A process.

## **RESPONSE TO QUESTIONS**

Official responses to all timely submitted questions will be posted on the procurement website as a written addendum by **4:00 pm EST on Wednesday, March 11, 2026**. Only written responses issued through the website shall be considered official and binding.

It is the responsibility of each respondent to regularly check the procurement website for addenda, clarifications, and updates. Failure to review posted addenda shall not relieve a respondent from compliance with any requirements of the RFP.

## **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). In the case of violation of this provision, ARC reserves the right to reject the submittal of the offending respondent.

## **CONFIDENTIALITY AND CONFLICT OF INTEREST**

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

ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.

**EXHIBIT A**  
**SCOPE OF SERVICES**

**I. General:**

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

Cost Center 606ETO- ITS/TSMO Strategy Update

**II. Background and Objectives**

The Atlanta Regional Commission (ARC) is the federally mandated Metropolitan Planning Organization (MPO) which includes all or parts of the following nineteen counties: Barrow, Carroll, Cherokee, Clayton, Cobb, Coweta, Dawson, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Newton, Paulding, Rockdale, Spalding, and Walton.

In 2004, the Atlanta Regional Commission developed the first Atlanta Regional ITS Architecture. It was over 2,400 pages and reflected best practices of the time. This served as the de facto regional TSMO plan.

In 2020 the first regional TSMO plan was completed. This plan went beyond the cataloging of technology system architectures and expanded to include analog technology and strategies. The 2020 TSMO Plan inventoried the regional TSMO infrastructure in service of updating the regional ITS architecture website and created a guide for local deployment. This effort sought to go beyond the required architecture and incorporate the regional mission, goals and values to create a framework for prioritizing the use of broader systems management and operations infrastructure and strategies.

The 2020 plan, through outreach and deliberation, developed a vision for the future of TSMO in the Atlanta region. This vision focused on five overarching goals or outcomes:

- Optimizing Safety
- Reliable Travel Times
- Efficient Seamless Travel
- Equitable Access
- Environmental Benefit

These outcomes were to be achieved through a foundation of the following organizational elements:

- Operational philosophy focused on moving goods and people
- Collaboration
- Data sharing
- A culture of innovation

While the plan covered many facets of TSMO, the ARC TSMO Local Agency Deployment Guide (Deployment Guide) was developed as a user-friendly component of the plan. The Deployment Guide's goal was to help local agencies gain a better understanding of TSMO hardware, the relevance to regional goals, and opportunities for applying TSMO strategies. The document provides high-level information and guidance to assist local decision makers making decisions on successful TSMO implementation. It also offers a convenient way to access relevant reference materials and local regional resources.

The proposed TSMO plan and architecture update is a "third-generation" document, coming at a time when private innovation is advancing and public deployments are increasingly standardized and stable. It represents the next step in the maturation of TSMO. A time when TSMO infrastructure and its deployment is growing in acceptance, where the priorities and concerns of the past related to transportation technologies are now accepted as part of normal operations. In this light, this TSMO plan update is concerned with the changes and progress regionally since the last plan and how national best practices can facilitate better programs, policies, and deployments in the future.

Building on the 2020 Plan, the goals of this plan update are to update the architecture, bringing it into alignment with the latest national reference architecture, incorporating the requisite TSMO inventory, and updating the Local Deployment Guide. The update will assess the progress in programs, policies, and deployments since the last TSMO Plan, and it will survey peer institutions to learn what best practices may be appropriate/adoptable to further the aims of the Atlanta region. The overarching theme being the degree to which TSMO has advanced in the region and what can be learned from other regions which may help advance effective TSMO practices in the ARC region.

### **III. Work Tasks:**

Specific deliverables which must be provided are identified, but Consultants may propose additional ones which will contribute to the successful completion of project objectives.

#### **Task 1. Project Management**

The consultant shall prepare agendas for and attend Project Management Team (PMT) meetings to discuss progress, upcoming tasks with clearly defined action items, schedule, budget, draft deliverables, and general project coordination matters. The consultant will be responsible for sending out meeting invitations and recording meeting notes for each PMT meeting. Consultants will also send billing invoices and progress reports to ARC on a monthly basis.

Immediately upon receipt of a notice to proceed, the Consultant shall develop a Project Management Plan (PMP) and a Stakeholder Engagement Plan (SEP). Tasks and processes related to these deliverables will take place throughout the project's planning process.

### Subtask 1.1 Project Management Plan

The consultant shall prepare a detailed Project Management Plan (PMP) that identifies specific tasks, deliverables, roles/responsibilities, staff time/resources, communication protocols, processes for drafting materials for review, data collection sources/strategies, and budget by task. A schedule of preliminary dates for key work task milestones and decision-making points will be defined, including anticipated Project Management Team (PMT) meetings. It is expected that PMT meetings will be scheduled every two weeks over the 18 months.

### Subtask 1.2 Stakeholder Engagement Plan

The Stakeholder Engagement Plan will identify a Technical Advisory Committee (TAC), consisting of the ARC project manager, other ARC staff, representatives from GDOT, the consultant, and select others as needed. It will also identify a TSMO Subcommittee consisting of members of partner agencies, local governments, the private sector, academia (e.g.: Georgia Tech), and key advocacy groups. These groups will be established as the main source of technical and policy support to the consultant and ARC staff, while delivering this scope of work. The TAC will meet monthly, while TSMO Subcommittee meetings will be held quarterly. Consultant shall identify and recommend strategies for engaging these key stakeholders to support the tasks and work scope of this effort.

The consultant shall identify and recommend strategies to revive and leverage the pre-existing membership and operations of the previously titled TSMO Subcommittee. Certain activities may require expansion to local, county, and state jurisdiction representatives such as traffic management, IT/ITS, traffic maintenance, transit operations, law enforcement, and emergency services.

The consultant must identify recommended engagement strategies to maximize participation from a diverse array of public and private sector stakeholders and to leverage opportunities with other concurrent planning initiatives by ARC. Creative and cost-effective engagement strategies will be required. The Consultant must be prepared to hold in-person, online, and hybrid meetings.

#### **Task 1 Deliverables:**

- Monthly invoices and progress reports (ongoing)
- PMT/TAC Meeting Agendas and Notes (ongoing)
- Project Management Plan (draft and final)
- Stakeholder Engagement Plan (draft and final)

## **Task 2. Stakeholder Engagement**

The Stakeholder Engagement Plan (SEP) in Task 1 shall identify the most effective methods to engage regional stakeholders, public and private sector entities, and peer regions in the plan update's development. Task 2 consists of conducting that outreach, which will take place throughout the plan update process. The findings from this engagement will also be used to help update the vision and goals and will support recommendations coming from this report.

ARC anticipates other regional and local planning efforts ongoing during this plan update process. Engagement and coordination with ARC staff and consultants working on other plans may be necessary. The 2055 MTP, which is expected to be adopted in the first quarter of 2028, is the primary plan where engagement and coordination is anticipated to take place. Data and analysis from the TSMO Plan Update's planning process may inform the 2055 MTP, and the 2055 MTP planning process may also inform this TSMO Plan Update.

### Subtask 2.1 Regional Public Sector Outreach

The consultant will conduct regional public sector outreach (online scans, surveys, and interviews where appropriate) over the course of the project to gather input, feedback, and perspectives on current TSMO practices. GDOT will be important as the owner and operator of regional public TSMO assets. This should include but is not limited to broad inquiries related to TSMO infrastructure, evaluation of needs, business practices, cybersecurity, cooperative licensing, data governance and sharing agreements, project prioritization-selection methods, and other relevant issues. Public sector inquiries should align with the information sought in the external peer region outreach (subtask 2.3).

The Consultant will hold regular meetings with the ARC TSMO Subcommittee to inform members of the planning process and to seek their input. Public sector input shall also be sought from active regional committees such as ARC's Transportation Coordinating Committee (TCC), ARC's Transportation and Air Quality Committee (TAQC), the ARC Board, and other ARC-related subcommittees or workgroups (e.g., Transit Operators Group, Freight Advisory Task Force, Regional Active Transportation Roundtable, Regional Safety Taskforce, etc.).

### Subtask 2.2 Private Sector Outreach

The consultant shall conduct outreach with private sector manufacturers, operators, and owners of transportation technologies in the region. This may include connected vehicle hardware/software companies, autonomous vehicle manufacturers/operators (rideshare, transit, freight, etc.), EVTOL companies, research facilities like Curiosity Lab in Peachtree Corners, and/or other relevant companies. This outreach will be valuable to understand the vision, concerns, and opportunities the private sector sees in the region. It will also provide information about challenges they see and what steps might be taken to facilitate both the growth in innovation and the deployment of technology in the region.

### Subtask 2.3 Peer Regional Outreach

The consultant will perform an external peer review of regional TSMO/ITS best practices for not less than five (5) relevant regional peer organizations around the United States.

The consultant will gather best practices related to TSMO-ITS programs and policies for each region. These are related to project prioritization and program alignment with project selection, TIP, funding strategies, and ongoing stakeholder outreach. This outreach should align with that conducted for the public sector in the ARC region (Task 2.1). Areas of specific interest include:

- Business cases for TSMO-ITS
- Models of procurement and cooperative investments
- Applications and policies of artificial intelligence
- Cyber security standards and policy
- Safety practices (workzone, highway, etc.)
- Open-data standards and opportunities
- Connected and Automated Vehicle-to-Everything (V2X) data standards and opportunities
- Potential to leverage existing data (i.e. Waze, TNC's, etc.)
- Autonomous shuttles
- Automated freight/package/on-demand delivery
- Electric Vertical Take off and Landing (EVTOL)
- Legal concerns
- Data Governance
- Cooperative investments and purchases
- Stakeholder agreements
- Workforce training
- Major challenges and impediments to wide deployment
- Any other applications as they become apparent

Survey and interview questions should be developed with input from the PMT and possibly the TAC. Additionally, attention should be given to input from regional partners regarding types of regional collaboration in TSMO which would benefit their agency and their surrounding area. Feedback from this outreach will be recorded and used to discern and compare best practices.

### Subtask 2.4 Review of Vision, Goals, and Objectives

The consultant shall work with the PMT, TAC, the TSMO Subcommittee, and other relevant stakeholder groups, to review the vision, goals and plan objectives established as part of the 2020 Regional TSMO Plan and determine whether they need to be updated or modified. The updated ITS/TSMO Vision and Operations Goals will be used to guide the remaining tasks included in the scope of work. The vision shall be consistent with ARC's regional vision, mission, values, and goals.

### Subtask 2.5 Project Webpage

The Consultant shall provide content to update the current ARC hosted webpage (<https://atlantaregional.org/what-we-do/transportation-planning/transportation-technology/transportation-systems-management-operations/>). The contents of this webpage will include information on the plan's process, schedule, draft and final deliverables, meeting schedules, survey links, and other opportunities for engagement. This webpage will also host updated draft and final plan documentation. Note that this project webpage is separate from the ITS Architecture webpages available at <https://itsarchitecture.atlantaregional.org/>, which the consultant will update (see Task 3).

The Consultant shall employ user-friendly content with relevant graphics where appropriate. Webpage content shall provide detailed information for other planners while also providing high level summary content for elected officials, the public, and anyone who may not read lengthy planning reports. PDF files of all public documents should meet or exceed minimum accessibility standards.

### Subtask 2.6 Stakeholder Engagement Summary document

The respective outreach efforts will be collected and summarized into a report. The outreach results should be categorized or grouped to allow easy grasp of recurring themes, lessons learned, and comparison across regions-stakeholders. It should provide examples of successful practices as well as practices to be avoided, and should also document relevant input from the private sector. Additionally, a section should be dedicated to the reexamination of the regional vision, goals, and objectives, and should document any update, modification, or reaffirmation of the 2020 outcomes.

#### **Task 2 Deliverables:**

- Outreach meeting presentations, agendas, notes, etc.
- Public/private sector interviews and notes
- Survey results
- Project webpage content
- Stakeholder Engagement Summary document

#### **Task 3. Regional ITS Architecture Comprehensive Update**

The consultant shall update the Regional ITS Architecture and provide web-based documentation using the most recent version of the National ITS Architecture consistent with federal requirements. The website shall be written and presented in a way that is easy to follow and be developed in such a way to be posted online so that the architecture output is understandable to a variety of audiences. It should follow best practices and be compliant with any standing regulations. This will include a comprehensive web-based architecture with written descriptions, graphics, and minimally, all components outlined below:

## Regional ITS Architecture Components

### 1. Stakeholders

The consultant will develop a list (in alphabetical order) of the stakeholders that develop, operate, maintain, and/or depend on the ITS services. Each stakeholder is linked to a definition of the stakeholder and a list of that stakeholder's specific ITS elements (if any).

### 2. Inventory

The consultant will update the ITS Architecture inventory in an alphabetical listing of the stakeholder ITS elements. Each ITS element should be linked to a page with specific details for that ITS element. The consultant shall include a geospatial interface for the inventory of projects on the architecture website.

### 3. Service Packages

The consultant shall update the needs and associated ITS services that are important to regional stakeholders. This will contain a list of ITS services (a 'Service Package'), organized by functional area, in the ITS Architecture.

### 4. Interfaces

The consultant shall update the integration opportunities among the stakeholder ITS elements. This should identify every interface defined in the ITS Architecture and link each 'Interfacing Element' to more detailed information about the particular interface. For each ITS element, a list shall be included of all the other elements that are connected. Each element should be "hot linked" to a context diagram that shows the element with all its connections to its interfacing elements.

### 5. Projects

The ITS Architecture provides a starting point for project definition. The consultant should update an overall framework that shows how anticipated projects will integrate with each other and with existing systems. This should be a webpage listing all the ITS projects that have been mapped to the regional ITS architecture.

### 6. Planning

The consultant should update the planning page which provides a link between the Atlanta Regional ITS Architecture and the Actions described in the TSMO Strategic Plan.

### 7. Resources

The Regional ITS Architecture will be described by the contents of the website. While much of the information on the website will be accessed through topical tabs, the consultant should update the Resources tab on the webpage with simple directions on how an agency may best review relevant architecture information.

### **Task 3 Deliverables:**

- Updated regional architecture, using the most recent version of the National ITS Architecture consistent with federal requirements, and published as a web-based format and integrated into ARC's website in coordination with staff.

### **Task 4. Regional Assessment**

The consultant shall assess and summarize the region's ITS/TSMO state-of-the-practice by reviewing the updated Regional ITS Architecture Inventory from Task 3, the region's programmed ITS/TSMO projects, the 2024 MTP and the most recent program and policy framework. This shall include a description of current and emerging technologies with a discussion on their potential impact on regional transportation. This should include but is not limited to the following:

- Traffic Signal Management
- Alternative Intersection/Interchange Design (i.e. Diverging Diamond Interchanges, Displaced Left-Turns, R-Cuts, Roundabouts, etc.)
- Work Zone Safety and Management
- Connected/Vehicle-to-everything (V2X) technology,
- Automated vehicles - cars/light-duty vehicles, transit, and freight
- Traveler Information
- Traffic Incident Management
- Emergency Transportation Operations
- Transit Signal Priority
- Transportation Demand Management
- Integrated Corridor Management
- Event Management
- Freight Management
- Parking Management
- Performance Measures
- Supporting Deployments
- Applications of Artificial Intelligence
- Cyber security standards and risks
- Mobility as a Service
- Potential impacts of TSMO-ITS deployments on the built environment, and vice-versa.

This shall then be compared and contrasted with the results of the Task 2.3 peer review. This should include explanation as to what makes any given case study demonstrably successful or unsuccessful. The consultant shall use the ARC regional public, private, and peer regional information gathered in Task 2 to assess the competency and preparedness of the current TSMO-ITS program and policies. This should include a look at the 2016 ARC Capabilities Maturity Model (CMM) recommended "Actions to Advance to the Next Level" and an assessment of the progress made in the specified areas. This effort should establish the change or "Delta" since the previous 2020 strategic plan (ARC's Regional Strategic TSMO Plan and ITS Architecture Update), assessing what areas advanced and what areas could be improved.

The consultant shall assess regional policies and procedures for programming, deployment, data governance, maintenance, security, workforce development and others outlined in Task 2 with the practices of the regional peer agencies performing the same or similar work. The assessment should identify areas where improvement either is lagging or is needed to meet best practices.

The Consultant shall create a summary document of the assessment of the ARC region and comparison to peer regions developed for this task.

#### **Task 4 Deliverables:**

- Summary document of strategic regional policies and procedures for consideration.

#### **Task 5. ARC TSMO Local Agency Deployment Guide**

The consultant shall update the *2020 ARC TSMO Local Agency Deployment Guide*, identifying appropriate TSMO solutions for different contexts and integrating information drawn from other tasks. The updated Local Agency Deployment Guide will function as a stand-alone document and serve three main functions:

- Update the business case for TSMO-ITS deployment using information drawn from the reviews done in Task 2 and any existing online. It should, where possible, provide benefit-cost information for individual strategies, and appropriate case studies of projects with documented savings, financial impacts, or returns on investment. Any and all statistics should be updated to reflect the most recent TSMO findings.
- Provide a clear and understandable introduction to relevant transportation technologies and opportunities for deployment for planners and operators. The consultant shall update the list of current and emerging technologies with a discussion on their potential impact on regional transportation.
- Provide guidance on project development, prioritization, and selection, acting as a reference for appropriate TSMO deployment, based on the type of facility and the performance needs of a project area. This includes recommendations of appropriate infrastructure/ technological application for both general road/area type conditions and specific regional transportation goals, such as improving safety, mobility, or reliability.

The Deployment Guide shall also be written in such a manner as to be useful to local jurisdiction staff. Not every decision maker nor local jurisdiction staff member comes with knowledge and understanding of TSMO. The range of issues, capacities, and resources to deploy TSMO varies widely. It is desirable that this planning guide serves not just as a primer on the benefits of TSMO deployment, but also as a reference for those new to TSMO. It should be presented in such a way to be accessible, using diagrams and explanations which connect goals to outcomes and clearly explain the benefit-cost of employing TSMO compared to other transportation strategies.

## **Task 5 Deliverables:**

- ARC TSMO Local Agency Deployment Guide

## **Task 6. TSMO-ITS Program and Policy Plan Recommendations**

The consultant shall develop a list of program and policy plan recommendations to update the regional TIP evaluation process to better incorporate TSMO projects. Drawing on the Assessment in Task 4, the list of program recommendations should reflect best practices learned from peer regions and respond to gaps in the ability to program, deploy, maintain or secure TSMO-ITS projects.

Based on input and results from Tasks 2 and 4, this establishes common program categories such as TSMO programming, cyber-security, cooperative agreements, workforce development, TSMO Planning, areas of legal concern, and data governance, that address the identified local and regional needs. Peer regional policies and procedures with demonstrated success should be emphasized in this framework. Additionally, peer practices which may be avoided due to high failure should also be noted.

The Task 4 summary shall be used to identify a list of practices to be considered for adoption and practices which should be curtailed or avoided. This summary should be suitably categorized and include prioritized initiatives, an action plan, a list of best practices to adopt, and problematic practices to avoid to meet regional goals.

The consultant shall develop recommendations as to how ITS-TSMO can be more effectively incorporated into local planning efforts such as Comprehensive Transportation Plans (CTPs), Livable Centers Initiative (LCI) plans, Freight Cluster plans, and other local and regional planning efforts. Recommendations shall also be made as to how to more effectively advance TSMO-ITS projects from these and other plans to implementation, via the TIP and other appropriate funding programs.

The consultant shall develop recommendations as to how ARC and other agencies can more effectively communicate about TSMO-ITS in the region. After adoption of the *Atlanta Regional Strategic TSMO Plan and ITS Architecture* in 2020, ARC regularly held ongoing meetings of the newly created TSMO subcommittee through 2022. This subcommittee has been dormant since then. ARC intends for the TSMO Subcommittee to remain active well beyond the term of this contract to provide sustained and ongoing support to the regional transportation planning and operations process. Recommendations should identify how this can be an effective group going forward, identifying best practices for similar committees from peer regions, potential committee members, meeting content that this group should focus on, and other relevant information.

These and any other program and policy plan recommendations shall be provided as a list identifying the addressed strategy, the targeted improvement, and the recommended action. These should be clustered or categorized to suit the areas under consideration. This list will be made available for review and comment by the PMT, the TAC, the TSMO Subcommittee, and

ARC's Transportation Coordinating Committee. Revisions to this list will be finalized prior to writing the final report for Task 7.

**Task 6 Deliverables:**

- TSMO Program and Policy Plan Recommendations list (Draft and Final)

**Task 7. Atlanta Regional Transportation System Management and Operations (TSMO) Plan**

The consultant shall summarize findings from interim task deliverable and final recommendations into one final Atlanta Regional Transportation Systems Management and Operations (TSMO) Strategic Plan report and an executive summary for adoption by ARC. The report will include the content previously submitted in memorandums and reports as sections of this report, but should be enhanced to become a streamlined, polished, and visually appealing document. PDF files of all public documents should meet or exceed minimum accessibility standards.

The consultant shall also prepare an easy-to-understand, graphics-forward executive summary. The executive summary shall be suitable for readers who are not subject matter experts on ITS or TSMO, including ARC governing bodies and individual member agency governing bodies.

As part of this task, the Consultant shall deliver the final electronic version of all relevant files, including draft and final reports (Word and pdf), native formats of photos, maps/ArcGIS files, charts, other graphics, databases, and other files created as a part of this planning process.

**Task 7 Deliverable(s):**

- Atlanta Regional Transportation System Management and Operations (TSMO) Plan (Draft and Final)
- Atlanta Regional Transportation System Management and Operations (TSMO) Plan Executive Summary (Draft and Final)
- Final files transfer

**EXHIBIT B**

**Proposed Project Budget**

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

**EXHIBIT B-1**

**Proposed Project Budget by Task**

<b>TASK</b>	<b>AMOUNT</b>
Task 1 – Project Management Plan	
Task 2 – Stakeholder Engagement	
Task 3 – Regional ITS Architecture Comprehensive Update	
Task 4 – Regional Assessment	
Task 5 – ARC TSMO Local Agency Deployment Guide	
Task 6 – TSMO-ITS Program and Policy Plan Recommendations	
Task 7 – Atlanta Regional Transportation System Management and Operations (TSMO) Plan	
<b><u>TOTAL</u></b>	

**EXHIBIT C**  
**CONTRACT FORMS**

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

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

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

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

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

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

**2. LOBBYING**

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

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

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

**Statement for Loan Guarantees and Loan Insurance**

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
DATE

REV ARC 05/08

**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 \_\_\_\_\_, 2026

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires:

**CONTRACTOR/VENDOR INFORMATION**

Legal name & address of entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Legal entity status (please mark all that apply):

Corporation/C-Corp LLC/S-Corp LLC     Individual/Sole-Proprietor/Single Member LLC  
 Partnership/LLC Partnership/LLP     Government: Federal/State/Local/Authority  
 Non-Profit: 501(c)(3)/501(c)(4)     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 D  
CONTRACT SAMPLE BOILERPLATE

## CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, **YEAR**, 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 set.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic

Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through ARC, the Concerned Funding Agencies of the existence of any such properties, and by (b) complying with all requirements established by ARC or the Concerned Funding Agencies to avoid or mitigate adverse effects upon such properties.

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