

REQUEST FOR PROPOSALS

Employee Benefits Consulting, Third-Party Administration (TPA), and Managed Benefits Services

This solicitation is open to qualified firms offering brokerage consulting, third-party administration, and/or managed benefits services to governmental and public sector employers.

SECTION 1: INTRODUCTION AND BACKGROUND

1.1 Purpose of this RFP

The Atlanta Regional Commission (ARC) is soliciting proposals from qualified firms to serve as a full-service benefits partner providing Employee Benefits Consulting, Third-Party Administration, and comprehensive, day-to-day Managed Benefits Services. ARC is committed to offering its employees competitive, cost-effective benefit programs and seeks a full-service partnership – a firm that is operationally engaged, and capable of delivering integrated program management across consulting, administration, compliance, and employee engagement.

ARC recognizes that the landscape of public-sector employee benefits requires sophisticated data analysis, proactive vendor management, regulatory compliance expertise, and hands-on administrative support. This RFP is designed to identify a partner that can perform all or several of these functions, with preference given to firms offering integrated, full-service solutions.

1.2 About Atlanta Regional Commission

The Atlanta Regional Commission is the regional planning and intergovernmental coordination agency for the 11-county Atlanta metropolitan region. ARC serves as a convener, planner, and implementer across a wide array of programs including transportation, aging services, workforce development, and community development. ARC employs approximately 215 full-time employees and offers a comprehensive benefits program including medical, dental, vision, life insurance, disability, flexible spending accounts, supplemental benefits, and retirement programs.

1.3 Current Benefits Profile (Overview)

The following provides a general overview of ARC's current benefits environment. Detailed census and plan data will be provided to shortlisted respondents under a Non-Disclosure Agreement (NDA).

Category	Details
Active Employees	215 FTEs
Retirees/COBRA Participants	80
Medical Plan(s)	Self-funded – UMR; Humana (Medicare Advantage)
Dental	Yes – Humana
Vision	Yes – MetLife
Life/AD&D/Disability	Yes – Lincoln Financial
FSA/HSA	Yes
EAP	Yes – Optum EWS
Supplemental Benefits	PPLSI (ID Shield/Legal Shield) Guardian Life (Voluntary Life/Accident/CI)

	Colonial Life (Voluntary Life/Accident/CI/Cancer/Hospital Income/STD) Nationwide (Pet Insurance)
Benefits Administration Platform	PlanSource
Current Plan Year	January 1 – December 31
Anticipated Contract Start Date	August 17, 2026

1.4 Objectives

ARC seeks a benefits partner that will:

- Act as a true strategic advisor and fiduciary partner
- Support the procurement of carriers and proposal evaluation
- Proactively manage carrier relationships, renewals, and performance
- Provide TPA services for self-funded plans
- Administer day-to-day benefits operations, eligibility, and claims oversight
- Provide compliance support for ACA, HIPAA, COBRA, FMLA, and other applicable laws
- Deliver robust employee communication, education, and enrollment support
- Provide technology-enabled benefits administration and data analytics
- Benchmark ARC's programs annually against comparable public sector employers
- Promote a sustainable balance between cost stewardship and the delivery of employee benefits
- Ensure an efficient implementation by minimizing transition-related costs and disruptions
- Implement fraud detection, monitoring, and prevention safeguards to protect plan integrity
- Reduce administrative complexity and streamline processes to lessen ARC's operational burden

SECTION 2: REQUIRED QUALIFICATIONS

2.1 Minimum Qualifications

To be considered responsive, Proposers must meet ALL of the following minimum qualifications at the time of proposal submission:

2.1.1 Licensure and Certifications

- Hold a valid insurance license in the State of Georgia for all applicable lines of authority
- Demonstrate compliance with Georgia Department of Insurance regulations applicable to benefits consulting
- Key personnel assigned to ARC's account must hold relevant professional designations (e.g., CEBS, GBA, RHU, CPA, or equivalent)

2.1.2 Public Sector Experience

- Demonstrate a minimum of ten (10) years of continuous experience providing benefits consulting and/or TPA services to governmental, public sector, or quasi-governmental employers
- Provide evidence of active management of at least three (3) public sector employer accounts in Georgia

2.1.3 Organizational Stability

- Provide audited financial statements or evidence of financial stability for the most recent two

fiscal years

- Disclose any pending litigation, regulatory investigations, or significant ownership changes
- Demonstrate professional liability (Errors & Omissions) coverage of at least \$5,000,000 per occurrence

2.2 Preferred Qualifications

- Experience administering self-funded health plans for public sector employers in Georgia
- In-house TPA capability
- In-house actuarial resources
- Experience conducting dependent eligibility verification audits
- Demonstrated experience with ACA employer-shared responsibility compliance for government entities

SECTION 3: PROPOSAL SUBMISSION REQUIREMENTS & TIMELINE

All dates are tentative, provided for planning purposes and subject to change. ARC anticipates that a contract will be awarded in July 2026. The successful firm or team of firms should be prepared to begin work on the anticipated start date of August 17, 2026. All work activities must be completed by December 31, 2029. ARC reserves the right to award all or part of the available funds for this project.

3.1 Submission Requirements

Proposals must include the following items:

- Cover Letter (signed by authorized officer, 2-page maximum)
- Executive Summary (3-page maximum)
- Proposal Response Requirements using the section numbering of this RFP (see Section 6)
- Completed Exhibit B: Fee Proposal (separate file)
- Completed Exhibit C: Proposer Information Form
- Completed Exhibit D: Proposed Service Team
- Completed Exhibit E: TPA Capabilities Self-Assessment (if applicable)
- Completed Exhibit F: Contract Forms
- Sample reports, dashboards, and deliverables (clearly labeled)
- Certificate of Insurance
- Latest financial statements or audited financial statements
- Any applicable subcontractor or teaming arrangements

Proposals exceeding 75 pages (excluding exhibits) may be penalized in scoring at ARC's discretion.

3.2 Proposal Submission Through Website

All proposals must be submitted electronically through the 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 **5:00 pm EST on Friday, June 26, 2026**. The 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 respondent.

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 email confirmation. This confirmation serves as proof of receipt.

3.3 Questions Regarding Solicitation

All questions concerning this RFP must be submitted electronically through the ARC procurement website by **5:00 pm EST on Wednesday, June 10, 2026**. Questions 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.

3.4 Response to Questions

Official responses to all timely submitted questions will be posted on the procurement website as a written addendum by **5:00 pm EST on Monday, June 15, 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.

3.5 Summary Timeline

RFP Released	Wednesday, May 27, 2026
Questions Due	Wednesday, June 10, 2026
Questions and Answers Posted Online	Monday, June 15, 2026
Proposals Due	Friday, June 26, 2026
In-Person Interviews (for shortlisted firms)	Tuesday-Thursday, July 14-16, 2026
Anticipated Contract Start Date	Monday, August 17, 2026
Work Completed	December 31, 2029

3.6 Right to Reject

ARC reserves the right to reject any and all proposals, waive informalities or irregularities, and award the contract in whole or in part as it deems in the best interest of ARC. This RFP does not obligate ARC to award a contract.

3.7 Restriction of Communication

From the date of the advertisement of the solicitation through the time the 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.

3.8 Confidentiality and Conflict of Interest

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

SECTION 4: EVALUATION CRITERIA AND PROCESS

4.1 Evaluation Committee

Proposals will be evaluated by an ARC Evaluation Committee consisting of Human Resources, Finance, and representatives from the Employee Benefits Committee. ARC may engage an independent benefits consultant to assist in evaluating technical responses.

4.2 Evaluation Criteria

Proposals will be evaluated on the following weighted criteria:

Evaluation Criterion	Weight
Firm Qualifications, Stability, and Public Sector Experience	15%
Breadth and Quality of Proposed Services (Consulting, TPA, Managed)	30%
Service Team Qualifications, Staffing, and Account Structure	15%
Technology, Data Analytics, and Reporting Capabilities	10%
Cost Proposal / Value for Fee	25%
References and Demonstrated Outcomes	5%
TOTAL	100%

4.3 Evaluation Process

- a. Initial screening for completeness and minimum qualification compliance
- b. Technical proposal review and scoring by Evaluation Committee
- c. Cost proposal review and scoring (blind to technical scores during technical scoring)
- d. Combined scoring; shortlisting of top-ranked firms for oral presentations
- e. Oral presentations and finalist interviews
- f. Reference checks for finalist(s)

4.4 Oral Presentations

Shortlisted firms will be invited to present in person (or via video conference) before ARC's Evaluation Committee. Presentations shall be no more than 60 minutes, followed by a 30-minute Q&A session (total of 90 minutes). The proposed account team (not sales personnel) must lead the presentation. ARC reserves the right to meet separately with references.

SECTION 5: CONTRACT TERMS AND CONDITIONS

5.1 Contract Term

The initial contract term shall commence upon the contract execution date and continue through December 31, 2029, of the initial term of performance, unless sooner terminated in accordance with the terms and condition of the contract. Following the initial term, the Contract may be renewed for an additional two (2) one (1) year period at ARC's sole discretion. Renewal shall not be automatic and shall require written notice from ARC.

5.2 Transition and Implementation

The selected Proposer must provide a detailed Transition and Implementation Plan as part of final contract negotiations. The Plan must include:

- A transition timeline from award to full-service delivery
- Identification of transition milestones and deliverables
- Data migration and carrier transition protocols
- Communication plan for ARC employees during transition
- Named transition project manager

ARC requires that all services be fully operational by the contract start date. Any delays caused by the Contractor shall not excuse performance or delay invoicing.

5.3 Data Ownership and Security

- All data generated, collected, or processed on ARC's behalf is the sole property of ARC.
- Upon contract termination, the Contractor must return all data to ARC in a usable format within 30 days at no additional charge.
- Contractor must maintain HIPAA-compliant data practices at all times and execute a Business Associate Agreement (BAA) with ARC.
- Contractor must notify ARC of any data breach or security incident within 24 hours of discovery.
- Contractor must maintain a documented information security program and make it available to ARC upon request.

5.4 Key Personnel

The Contractor may not change key personnel assigned to ARC's account without prior written consent from ARC. Key personnel changes require ARC's approval of replacement staff before the change becomes effective. ARC may request replacement of any personnel for cause.

5.5 Insurance Requirements

The selected Contractor must maintain, at minimum:

Coverage Type	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate
Professional Liability (E&O)	\$5,000,000 per occurrence
Cyber Liability / Data Breach	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Fidelity Bond / Crime Coverage	\$1,000,000

ARC must be named as an additional insured on all applicable policies. Certificates of insurance must be provided prior to contract execution and updated annually.

5.6 Fiduciary Duty

The selected Contractor will be expected to act as a fiduciary to ARC and to place ARC's interests above those of any carrier or vendor.

SECTION 6: PROPOSAL RESPONSE REQUIREMENTS

Respondents must address each item below in the order presented. Use the section numbers as headings in your response. ARC will evaluate your response against these requirements as part of the scoring process.

6.1 Firm Overview and Qualifications

Provide the following information about your organization:

Question	Response
Full legal name of firm and any DBAs	
Year established; ownership structure (public/private/ESOP)	
Headquarters address and Georgia office address (if different)	
Total number of employees (firm-wide; Georgia office)	
Number of public sector employer clients in Georgia	
Total book of business managed (number of lives, annual premium)	
Is TPA service in-house or subcontracted? If subcontracted, identify partner.	

Describe any ownership changes, mergers, or acquisitions in last 3 years	
Disclose any material litigation or regulatory actions in last 5 years	

6.2 Service Delivery and Staffing

Describe in detail how your firm will deliver services to ARC. Address each element:

- Identify the proposed account team by name, title, credentials, and years of experience. Describe their direct roles for ARC.
- Describe your escalation and backup protocols if key personnel are unavailable.
- Describe your firm's approach to proactive client communication (not just responsive service). What will you do without being asked?
- What is your guarantee of account team continuity? What happens if assigned personnel leave?
- How do you measure your own performance, and what metrics will you report to ARC?
- Provide a sample annual service calendar showing planned deliverables and touchpoints.

6.3 Brokerage and Consulting Capabilities

Describe your approach to each of the following:

- How does your firm conduct market analysis and renewal preparation? What data sources do you use?
- Describe a specific example where your firm generated measurable cost savings for a comparable public-sector client through benefit restructuring or renegotiation.
- How do you benchmark a client's program against peer employers? Identify specific peer groups for ARC (e.g., comparable Georgia county/municipal governments).
- Describe your firm's process for developing multi-year strategic benefit plans.
- How does your firm identify and evaluate new or emerging benefit products relevant to a public sector employer?
- Describe your approach to managing voluntary and supplemental benefits for employees.

6.4 TPA Capabilities

If proposing TPA services, address all of the following:

- Describe your claims adjudication platform, including system name, version, and processing capacity.
- What are your contracted SLAs for claims processing (clean claim turnaround, accuracy rate, etc.)?
- Describe your network access strategy and preferred PPO network(s) available in Georgia.
- How do you manage and report on utilization review and case management programs?
- Describe your COB, subrogation, MSP programs and historical recovery rates.
- Describe your stop-loss procurement and management process. Do you have preferred stop-loss carriers?
- How do you handle COBRA, FSA/ HSA, and dependent eligibility administration?
- Describe your data security program, HIPAA compliance, and breach response protocols.
- Provide your most recent SSAE 18 SOC 2 Type II report (or indicate availability).

6.5 Managed Services and Technology

Describe your managed services infrastructure and technology capabilities:

- Describe the benefits administration platform(s) you offer or support. Is it proprietary, or third-party (e.g., bswift, Benefitfocus, Employee Navigator)? Who owns the data?
- Describe integration capabilities with common HRIS/payroll platforms (i.e., ADP, UKG, Workday, etc.).
- Describe your employee-facing self-service portal and mobile capabilities.
- What decision-support tools do you offer employees during enrollment?
- Describe your communications capabilities: what does a complete open enrollment communication campaign look like from your firm?
- Describe your data analytics and reporting platform. Provide sample dashboards and reports.
- How do you manage carrier billing reconciliation and identify/recover billing errors?

6.6 Compliance and Regulatory Services

Address your compliance service model:

- Describe your process for monitoring federal and Georgia-specific benefits legislation and communicating required actions to clients.
- Describe your firm's ACA compliance support services, including 1095-C/1094-C preparation.
- What resources do you have in-house for compliance (attorneys, compliance officers, etc.) vs. outsourced?
- Describe your response protocol if ARC received a DOL or IRS audit notice related to its benefit plans.

6.7 Wellness and Population Health

Describe your approach to workforce wellness:

- What wellness program design and implementation services do you offer?
- Describe your population health management capabilities and vendor partnerships.
- How do you measure wellness program ROI and outcomes?
- Provide an example of a wellness initiative you implemented for a comparable public sector employer and its results.

6.8 References

Provide at minimum two (2) references from current public sector clients in Georgia (or comparable employers) for whom you have provided services substantially similar to those described in this RFP.

References must be willing to speak with ARC directly. Use the format below for each reference:

Field	Reference Information
Organization Name	
Contact Name and Title	
Phone Number and Email	
Services Provided	
Employee Population (approx.)	
Length of Relationship	
Reason for Relevance to this RFP	

EXHIBIT A
PROPOSED SCOPE OF SERVICES

Respondents may propose one or more of the service tasks below. ARC strongly prefers – and will give significant evaluation weight to – respondents capable of delivering all categories as an integrated solution. Proposals must clearly indicate which service categories are being proposed.

Task 1: Strategic Benefits Consulting Services

ARC requires a consultant that functions as a full strategic partner. The selected firm must demonstrate the capacity and commitment to perform the following, at minimum:

Subtask 1.1 Strategic Plan Design and Renewal Management

- Conduct comprehensive annual market analysis of all benefit lines
- Prepare detailed renewal analyses with cost projections, trend assessments, and benchmarking against comparable Georgia public sector employers
- Develop and present multi-year strategic benefit roadmaps with actionable recommendations
- Issue RFPs to market on ARC's behalf for all benefit lines on a defined cycle, or as needed
- Negotiate carrier rates, plan design modifications, and contract terms on ARC's behalf
- Provide written recommendations with supporting actuarial or financial analysis for any plan design changes
- Facilitate finalist presentations from carriers when requested

Subtask 1.2 Financial Analysis and Cost Management

- Provide monthly financial reporting on self-funded plan performance (if applicable), including paid claims, incurred-but-not-reported (IBNR) reserves, and stop-loss utilization
- Analyze utilization trends and identify cost drivers with recommended interventions
- Provide actuarial-equivalent cost modeling for plan design alternatives
- Assist in development and ongoing management of annual benefits budget
- Model funding scenarios (self-funded vs. level-funded) with recommendations
- Provide stop-loss analysis, reinsurance procurement, and ongoing aggregate/specific stop-loss management

Subtask 1.3 Carrier and Vendor Management

- Serve as the primary point of escalation for carrier service issues
- Conduct formal quarterly business reviews (QBRs) with primary carriers
- Monitor carrier performance against contracted service level agreements (SLAs)
- Manage carrier and vendor contract renewals and renegotiations
- Provide written carrier performance scorecards at least annually

Subtask 1.4 Benchmarking and Competitiveness

- Provide annual benchmarking of ARC's benefit program against comparable public sector employers
- Reference and incorporate publicly available plan data from similar entities
- Identify gaps in coverage or competitive disadvantages and recommend supplemental and

voluntary benefit offerings appropriate for ARC's workforce demographics and in accordance with industry trends

- Provide industry trend reports, legislative updates, and market intelligence on a quarterly basis

Task 2: Third-Party Administration (TPA) Services

ARC is seeking a TPA partner capable of administering self-funded health and welfare benefit plans.

Respondents should describe their full TPA capabilities, including the following:

Subtask 2.1 Medical Claims Administration

- Adjudicate all medical claims in accordance with plan documents and summary plan descriptions (SPDs)
- Administer and apply preferred provider organization (PPO) and network access agreements
- Manage pre-authorization, utilization review, and case management programs
- Administer disease management, care management, and high-cost claimant programs
- Coordinate Medicare Secondary Payer (MSP), subrogation, and coordination of benefits (COB)
- Maintain HIPAA-compliant claims data systems and provide plan sponsor access to claim-level data
- Provide a member-facing claims inquiry and grievance process

Subtask 2.2 Pharmacy Benefits Management (PBM) Oversight

- Manage or coordinate pharmacy benefit administration, formulary management, and PBM contract oversight
- Conduct periodic PBM market analysis and contract renegotiation
- Provide specialty drug management and prior authorization programs
- Deliver transparent pass-through pricing and full rebate disclosure to ARC

Subtask 2.3 Stop-Loss Management

- Procure and administer both specific and aggregate stop-loss coverage
- Manage specific stop-loss claims filing and recovery processes
- Provide monthly reporting on stop-loss corridor and aggregate attachment point tracking
- Coordinate with stop-loss carriers on large claimant management

Subtask 2.4 COBRA and Continuation Coverage Administration

- Issue all COBRA qualifying event notices within required timeframes
- Collect and remit COBRA premium payments
- Maintain COBRA participant eligibility records and coordinate with carriers
- Provide ARC with monthly COBRA enrollment and payment status reports
- Ensure full compliance with COBRA regulations, including election period tracking

Subtask 2.5 FSA and HSA Administration

- Administer flexible spending accounts (FSAs) for health and dependent care
- Coordinate health savings account (HSA) banking relationships and contribution management
- Issue debit cards, process reimbursement claims, and manage substantiation requirements

- Provide employee portals for account balance access and claim submission
- Handle IRS compliance reporting (Forms 5500, etc.) related to FSA programs

Subtask 2.6 Eligibility and Enrollment Administration

- Maintain plan eligibility records and interface with ARC's HRIS and payroll system
- Process all enrollment, change, and termination transactions in a timely manner
- Conduct dependent eligibility verification audits (on enrollment and periodically)
- Manage qualifying life event (QLE) processing and documentation
- Coordinate with all carriers on eligibility file feeds

Task 3: Managed Benefits Services

ARC requires ongoing managed services to administer its benefits program on a day-to-day basis. This encompasses employee-facing services, compliance management, and technology administration. The selected partner must be willing to assume substantive operational responsibility, not merely advisory functions.

Subtask 3.1 Benefits Administration Technology

- Provide or integrate a benefits administration platform supporting online open enrollment, new hire enrollment, and life event changes
- Integrate with ARC's HRIS and payroll system via automated data feeds
- Provide an employee self-service portal accessible via desktop and mobile
- Maintain a decision-support tool to assist employees with plan selection
- Provide carrier connectivity (EDI file management) for all benefit lines
- Maintain reporting, audit and reconciliation tools for monthly carrier invoicing
- Support ACA tracking, affordability testing, and 1094-C/1095-C reporting

Subtask 3.2 Employee Communication and Education

- Develop and distribute annual open enrollment materials (print and digital)
- Conduct on-site or virtual benefit fairs and enrollment support sessions
- Create year-round employee communications: newsletters, plan updates, regulatory notices
- Develop and maintain an employee benefits microsite or portal
- Provide new hire benefits orientation materials and onboarding support
- Offer a dedicated employee benefits helpline staffed by knowledgeable benefits counselors
- Produce multilingual materials if requested for diverse workforce needs

Subtask 3.3 Compliance and Regulatory Management

- Monitor and advise on all applicable federal and state benefits regulations (ACA, HIPAA, COBRA, FMLA, Mental Health Parity, No Surprises Act, etc.)
- Provide ARC with timely written compliance alerts and action items via an online dashboard and/or routine communications
- Draft, review, and update Summary Plan Descriptions (SPDs), Certificates of Coverage, and plan documents
- Prepare and distribute all required participant notices (HIPAA, CHIPRA, Medicare Part D, SBC, etc.)

- Coordinate and support Form 5500 filings, wrap documents, and compliance reviews
- Conduct an annual compliance calendar review with HR leadership
- Assist with DOL or IRS audits or compliance inquiries as needed

Subtask 3.4 Wellness and Population Health Management

- Design and implement an evidence-based employee wellness program aligned with ARC's culture and workforce demographics
- Coordinate wellness incentive programs and integrate with benefit plan design
- Provide biometric screening, health risk assessment, and chronic condition management programs
- Evaluate wellness program ROI and present annual outcomes reporting
- Partner with EAP and behavioral health vendors to address whole-person wellness

Subtask 3.5 Data Analytics and Reporting

- Provide a monthly benefits dashboard with key metrics across all plan lines
- Deliver ad hoc and scheduled reporting on claims utilization, enrollment, and cost trends
- Provide predictive analytics identifying high-cost claimant risk and population health trends
- Produce an annual benefits program performance report for leadership
- Provide benchmarking data reports comparing ARC's costs, utilization, and plan design to peer employers
- Deliver data in formats compatible with ARC's reporting tools to support census and retirement plan valuation processes

Subtask 3.6 Billing and Premium Reconciliation

- Audit all carrier invoices monthly and reconcile against eligibility records
- Identify billing discrepancies and pursue recovery of overpayments on ARC's behalf
- Provide a monthly billing summary report to ARC Finance

Subtask 3.7 Dedicated Account Service Team

- Assign a dedicated account management team including a senior consultant, account manager, and analyst
- Provide written service team bios and confirm team stability for the contract term
- Guarantee response times: routine inquiries within one (1) business day; urgent matters within four (4) hours
- Conduct monthly service calls with ARC HR leadership during open enrollment season and quarterly otherwise
- Provide an escalation protocol for unresolved service issues

EXHIBIT B
FEE PROPOSAL

Fee proposals must be submitted as a separate, clearly labeled document titled "Exhibit B – Fee Proposal." Failure to separate fees from the technical proposal may result in disqualification. ARC intends to evaluate cost and technical merit independently prior to combining scores.

Fee Proposal Requirements

Respondents must provide complete fee information for each service category proposed. All fees must be expressed on a per-employee-per-month (PEPM), annual flat fee, or percentage-of-premium basis as applicable. Describe clearly which fees are included and which services would generate additional charges. Fees may be presented in an itemized format as shown below or aggregated as needed for accuracy.

Service Category	Year 1 Fee	Year 2 Fee	Year 3 Fee
Task 1: Strategic Benefits Consulting Services			
Consulting Services			
Task 2: Third-Party Administration (TPA) Services			
Medical Claims Administration			
Pharmacy Benefits Management Oversight			
Stop-Loss Management			
COBRA Administration			
FSA/HSA Administration			
Eligibility and Enrollment Administrations			
Task 3: Managed Benefits Services			
Benefits Administration Technology			
Employee Communications (Open Enrollment)			
Compliance Services			
Wellness Program Management			
Data Analytics and Reporting			
Billing Reconciliation			
Other Services (itemize below)			

Compensation Disclosure

All compensation received by the Proposer in connection with ARC's benefit plans must be disclosed, including:

- Brokerage commissions from carriers (by carrier and plan line)
- Override commissions, contingency income, or volume bonuses
- Consulting or administrative fees paid directly by ARC
- Technology platform fees or revenue sharing arrangements
- Any other direct or indirect compensation

ARC reserves the right to require a fee-for-service compensation structure and to eliminate all carrier-paid compensation. Proposers must indicate their willingness to operate under a fee-only model.

Service Level Credits

Describe whether your firm will contractually commit to service level agreements (SLAs) with financial penalties or credits for failure to meet performance standards. If yes, describe the SLA framework and applicable credit amounts.

EXHIBIT C
PROPOSER INFORMATION FORM

Respondents must complete all fields. Attach additional pages if necessary.

Field	Response
Legal Name of Firm	
Trade Name / DBA (if any)	
Federal Tax ID (EIN)	
Primary Business Address	
Georgia Office Address (if different)	
Phone Number	
Primary Contact Name and Title	
Primary Contact Email	
Year Founded	
Business Structure (LLC, Corp, Partnership, etc.)	
Ownership (Public/Private/ESOP/PE-backed)	
GA Insurance License Number(s) and Lines	
Is firm MBE/WBE/DBE certified? If yes, provide certificate.	
Service Categories Proposed (A, B, C, or combination)	
Proposed Contract Start Date Feasible? Y/N	
Authorized Signatory Name and Title	
Signature	
Date	

EXHIBIT D
PROPOSED SERVICE TEAM

Respondents must provide the following information for each individual proposed to serve on ARC's account team. Attach resumes or detailed bios.

Person 1: Lead Consultant/Account Executive	
Full Name	
Title	
Years of Experience in Benefits Consulting	
Years with Current Firm	
Professional Designations/Certifications	
% of Time Dedicated to ARC Account	
Primary Responsibilities for ARC	
3 Comparable Governmental Clients Currently Served	

Person 2: Account Manager / Day-to-Day Contact	
Full Name	
Title	
Years of Experience	
Years with Current Firm	
Professional Designations/Certifications	
% of Time Dedicated to ARC Account	
Primary Responsibilities for ARC	

Person 3: Analyst / TPA Manager (if applicable)	
Full Name	
Title	
Years of Experience	
% of Time Dedicated to ARC Account	
Primary Responsibilities for ARC	

EXHIBIT E
TPA CAPABILITIES SELF-ASSESSMENT

Respondents should complete this exhibit only if proposing TPA services (Task 2). Rate your firm's capability for each area on a scale of 1-5 (1 = limited, 5 = comprehensive/fully in-house) and provide a brief description.

TPA Capability Area	Rating (1-5)	Description / Notes
Medical Claims Adjudication (in-house)		
PPO/Network Management		
Utilization Review / Case Management		
Disease Management Programs		
Pharmacy Benefit Management / PBM Oversight		
Stop-Loss Procurement and Management		
Subrogation and COB Recovery		
COBRA Administration		
FSA / HRA / HSA Administration		
Eligibility and Enrollment Management		
EDI File Management / Carrier Connectivity		
Benefits Administration Technology (in-house)		
Data Analytics and Reporting Platform		
ACA Compliance (1095-C/1094-C)		
Member Services / Call Center		
HIPAA / Data Security Compliance		
Wellness Program Administration		
Billing Reconciliation Services		

EXHIBIT F
CONTRACT FORMS

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

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

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

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

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

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

2. LOBBYING

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

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

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

NAME OF APPLICANT

AWARD NUMBER and/or PROJECT NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
CONTRACTOR AFFIDAVIT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or entity which is engaged in the physical performance of services under a contract with the Atlanta Regional Commission has registered with and is participating in a federal work authorization program, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

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

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

EEV / E-Verify™ Company Identification Number

Date of Authorization

Company Name

Signature of Authorized Officer or Agent

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 20

Notary Public

[NOTARY SEAL]

My Commission Expires:

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 G
CONTRACT SAMPLE

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