

Request for Proposals

RFP804(v2) - WordPress and Website Support

Questions and Answers

This document carries forward 132 consolidated vendor questions. One answer may respond to several similar questions.

RFP Process, Registration & Submission

1. Is email to procurement@atlantaregional.org (subject line “ARC Website Support Services RFP”) the sole proposal submission method, or is a separate upload through the ARC procurement portal also required, given that the RFP also refers to “uploading” documents and a system-generated email confirmation? Should the proposal be submitted as a single combined (searchable) PDF attachment?

Answer:

All proposals must be submitted via email to procurement@atlantaregional.org. Proposal submitted by any other method (including mail, fax, or hand delivery) may not be accepted unless specified in the solicitation document. The email subject line should be ARC Website Support Services RFP.

2. Is there a maximum attachment size (per file or total) that the procurement mailbox will accept, are there file-format requirements, and may a respondent provide a secure download link if the combined proposal exceeds the limit?

Answer:

The Maximum file size per file is 75mb anything larger would have to be compressed or zip to meet the maximum.

3. Will ARC send a confirmation of receipt for emailed proposals, and is that confirmation generated by the procurement portal or by the email system?

Answer:

Email confirmation of proposal submission will be sent. The responder can reach out to the Procurement Department at procurement@atlantaregional.org for verification.

4. What is the procedure if a respondent needs to replace or resubmit its proposal before the deadline, given the RFP statement that only one proposal may be submitted per respondent?

Answer:

If a respondent needs to replace or revise a previously submitted response, they must email the revised response and clearly identify it as a resubmission. The email must also

state that the previous submission should be disregarded. All revised responses must be received before the solicitation deadline.

5. Do the 5:00 p.m. “EST” deadlines (questions on October 6, 2026; proposals on October 28, 2026) mean 5:00 p.m. Atlanta local time (EDT on those dates) or Eastern Standard Time (UTC-5)?

Answer: The deadline is Eastern standard Time.

6. What are the specific steps (and link) for completing the required two-step registration (initial registration and application completion) on the ARC procurement website, how does a respondent request approval?

Answer:

The two-step registration process consists of the initial registration (creation of profile) and application completion. Confirmation will be emailed after the application is reviewed and approved.

7. Must a respondent’s vendor application be fully approved (not just submitted) before the proposal deadline? What is ARC’s typical approval timeframe, and will a proposal be accepted if the application is still pending at the deadline?

Answer:

It is recommended to complete the vendor application prior to the deadline. Potentially due to unforeseen circumstances, application approval may be delayed. If the system shows that the application was completed prior to the deadline, the proposal will be accepted.

8. Why was RFP804 reissued as version 2, and what changed between the original solicitation and v2 (including any changes to scope)?

Answer:

The reissue of the solicitation was due to method of submission. No further changes were made.

9. Is the posted 11-page RFP804v2 PDF the complete solicitation package, given that the Exhibit C cover page is labeled “7 of 13”? If pages are missing, will ARC post a complete package?

Answer: The solicitation has a total of 11 pages. The page number for Exhibit C is incorrect, please disregard.

10. Is there a public copy of the full requirements, including the sites and tools in scope, the accessibility work, whether new visual design is required, and any required prior-project evidence?

Answer:

The RFP, including Exhibit A (Scope of Services), together with these published Q&A responses, is the complete statement of requirements. See Question 80 for the sites in scope, Questions 113–116 for accessibility work, Question 119 regarding redesigns, and Questions 18–20 for references.

11. If ARC holds shortlist interviews or demonstrations, will they be conducted virtually or in person?

Answer:

If ARC holds interviews, they will be conducted virtually.

12. If interviews or demonstrations are held, will they be scored as part of the final evaluation, and will all shortlisted firms receive the same requirements and allotted time?

Answer:

Interview responses may be considered as part of the final evaluation. If interviews are held, all shortlisted firms will receive the same requirements and the same allotted time.

Proposal Format & Page Limits

13. Do the completed Exhibit C contract forms and related certification attachments count toward the 10-page proposal limit?

Answer: No.

14. Should the completed Exhibit C forms be included in the single combined proposal file, or submitted separately?

Answer: Yes, the Exhibit C forms should be included in the proposal. If the submission is too large, it can be provided as a zip file.

15. Are there formatting requirements (e.g., font size, margins), required proposal sections, or a required proposal template?

Answer: Even though formatting requirements detailed, proposals shall be prepared on standard 8 ½" x 11" letter size paper. The font used should be at least 12 points.

16. May additional technical appendices or supporting materials be submitted outside the 10-page limit?

Answer:

No. The 10-page limit excludes only the cover, table of contents, divider sheets, resumes, cost proposal, and client references. Any other supporting materials or appendices count toward the 10-page limit.

17. Should client references be included within the 10-page limit, or may they be placed in an appendix?

Answer:

Client references do not count toward the 10-page limit and may be placed in an appendix.

Evaluation, Experience & References

18. How many client references must respondents provide, what information is required for each (e.g., contact name, phone, email, contract value, period of performance), and are there minimum reference-count or project-recency requirements? May respondents provide a representative selection of relevant WordPress, accessibility, and website-support engagements?

Answer:

Three client references are required. Each reference must include the client contact's name, phone number, and email address; a summary of the work performed; and the time period during which the work was performed. Client references do not count toward the 10-page limit. Respondents should select the three references most relevant to the Scope of Services in Exhibit A.

If the respondent proposes subcontractors for design, development, or other services, the references provided should reflect the experience of the proposed project team. For each reference, please identify whether the subcontractor(s) proposed for ARC also performed the applicable work for that client. If a different subcontractor was used, please note that in the proposal.

Preference will be given to references that demonstrate the subcontractor's experience working with the respondent as the prime contractor. References for work the subcontractor performed independently for other organizations may also be provided, but references demonstrating the proposed team's experience working together are preferred.

Recent work is preferred but not required.

19. Would a proposal be considered responsive if it includes relevant project examples/case studies and one external client reference, rather than multiple client-reference contacts?

Answer:

No. Three client references are required. Respondents may also include project examples or case studies as part of the description of similar experience (Proposal Contents item 4), but these do not replace the required references.

Each reference must include the client contact's name, phone number, and email address; a summary of the work performed; and the time period during which the work was performed. Client references do not count toward the 10-page limit.

20. Are past performance summaries required, and if so, how many?

Answer:

Separate past performance summaries are not required. Proposals should describe the respondent's similar experience with examples (Proposal Contents item 4) and include three client references. Each reference must include the client contact's name, phone number, and email address; a summary of the work performed; and the time period during which the work was performed. Client references do not count toward the 10-page limit.

21. Are references from non-government clients acceptable to demonstrate similar experience?

Answer:

Yes. References from non-government clients are acceptable, provided they demonstrate experience relevant to the Scope of Services in Exhibit A. Preference will be given to firms with experience working with public-sector and nonprofit organizations.

22. May respondents cite relevant project experience and references of proposed key personnel from work performed while employed by or contracting with other organizations (clearly identified as individual experience, with roles and contracting entities stated), and how will that experience be evaluated relative to the prime firm's own projects?

Answer:

Yes, provided the experience is clearly identified as individual experience, with the person's role and the contracting organization stated. Preference will be given to references that demonstrate the proposed team's experience working together.

23. Will the qualifications, project experience, references, and resumes of named subcontractors or teaming partners be considered in evaluating "Development and design expertise," "Relevant experience and references," and "Accessibility Expertise" — that is, will ARC evaluate the combined proposed team rather than only the prime firm — provided the proposal identifies which firm performed each referenced project and which workstreams each party would own?

Answer:

References should reflect the experience of the proposed project team, including any named subcontractors.

If the respondent proposes subcontractors for design, development, or other services, the references provided should reflect the experience of the proposed project team. For each reference, please identify whether the subcontractor(s) proposed for ARC also performed the applicable work for that client. If a different subcontractor was used, please note that in the proposal.

Preference will be given to references that demonstrate the subcontractor's experience working with the respondent as the prime contractor. References for work the subcontractor performed independently for other organizations may also be provided, but references demonstrating the proposed team's experience working together are preferred.

Preference will be given to firms that can provide continuity of the proposed project team throughout the contract term.

24. Is there a minimum number of years in business, or of prior WordPress operations, required of the prime firm, or may a recently formed firm qualify on the strength of its personnel's experience?

Answer:

There is no minimum number of years in business, but preference will be given to firms whose proposed team has more experience working together. Expert WordPress experience is required. Most of ARC's work is custom development that extends well beyond standard WordPress functionality.

25. Are comparable delivered client examples required for eligibility, or may a respondent without a verified client WordPress portfolio or assigned professional resumes be evaluated using accurately labeled internal work and a skills assessment?

Answer:

Expert WordPress experience is required. Most of ARC's work is custom development that extends well beyond standard WordPress functionality. Three client references are required, and they should reflect the experience of the proposed project team. There is no minimum number of years in business, but preference will be given to firms whose proposed team has more experience working together.

26. Will ARC accept company qualifications and relevant project examples in place of the individual resumes requested in Proposal Contents item 5?

Answer:

No. Company qualifications and project examples may be included, but they do not replace individual resumes. Proposals should include resumes for all individuals who will work with ARC, including any subcontractor personnel. There is no minimum or maximum number of personnel. Resumes do not count toward the 10-page limit.

27. Which WordPress-specific qualifications are mandatory, how are related web development skills evaluated, and can ARC provide the evaluation criteria and relative weighting of qualifications, experience, technical approach, pricing, and other factors?

Answer:

Expert WordPress experience is required. Most of ARC's work is custom development that extends well beyond standard WordPress functionality. No certifications are required. Proposals will be evaluated using the criteria and weights stated in the RFP.

28. For the 10% “Understanding of ARC or related organizations” criterion, what organizational knowledge, experience, or demonstrated understanding should respondents address, and how is familiarity with ARC’s specific environment weighed?

Answer:

Respondents should demonstrate an understanding of ARC’s mission and of regional planning agencies, councils of government, or similar public-sector organizations, and explain how that understanding would inform their work. Preference will be given to firms with experience working with public-sector and nonprofit organizations. Prior work on ARC’s websites is not required.

29. Will potential additional services beyond the stated scope (Proposal Contents item 7) be considered in the evaluation, including under the 45% “Development and design expertise” criterion, or are they for informational purposes only?

Answer:

Additional services are for informational purposes only and will not be scored.

Staffing & Key Personnel

30. Does ARC require specific key personnel roles or labor categories, minimum qualifications, or a minimum number of years of experience for assigned individuals, or may respondents determine the appropriate roles and staffing structure based on the scope of services?

Answer:

ARC does not require specific labor categories, certifications, or a minimum number of years of experience for individual personnel. Expert WordPress experience is required. Most of ARC’s work is custom development that extends well beyond standard WordPress functionality. There is no minimum number of years in business, but preference will be given to firms whose proposed team has more experience working together.

31. Is there a minimum or maximum number of proposed personnel or resumes that respondents should include?

Answer:

No. There is no minimum or maximum number of personnel. Proposals should include resumes for all individuals who will work with ARC. Resumes do not count toward the 10-page limit.

32. Proposal Contents item 5 requests resumes of all individuals who will be assigned. May respondents propose a core team with named backup personnel added later as task needs arise?

Answer:

Yes, backup personnel may be added after award. However, the evaluation will focus on the original team proposed, and ARC's permission is required before any additional or replacement subcontractor is added. Preference will be given to firms that can provide continuity of the proposed project team throughout the contract term.

33. Does ARC expect the selected consultant(s) to provide dedicated resources throughout the contract term, or may resources be assigned on a task/project basis depending on workload?

Answer:

Dedicated resources are not required, but ARC will give preference to resources that can be dedicated to the work for the full contract term and to firms that can provide continuity of the proposed project team throughout the term.

Subcontracting & Teaming

34. Are subcontractors or teaming partners permitted? If so, does subcontracting require ARC's prior approval, and what subcontractor information should be included in the proposal?

Answer:

Yes, subcontractors are permitted. There is no limit on the portion of work a subcontractor may perform.

If the respondent proposes subcontractors for design, development, or other services, the references provided should reflect the experience of the proposed project team. For each reference, please identify whether the subcontractor(s) proposed for ARC also performed the applicable work for that client. If a different subcontractor was used, please note that in the proposal.

Preference will be given to references that demonstrate the subcontractor's experience working with the respondent as the prime contractor. References for work the subcontractor performed independently for other organizations may also be provided, but references demonstrating the proposed team's experience working together are preferred.

Preference will be given to firms that can provide continuity of the proposed project team throughout the contract term. ARC's prior approval is required if a subcontractor is replaced or added after the proposal is submitted.

35. Is a lead coordinator working with disclosed independent WordPress and accessibility specialists (individual contractors rather than firms) eligible to respond?

Answer:

Yes. Subcontractors are permitted, including individual contractors, provided they are identified in the proposal. Resumes should be included for all individuals who will work with ARC, and preference will be given to teams with experience working together and continuity throughout the contract term.

36. Is there a limit on the portion of work that may be performed by subcontractors, or a requirement that the prime perform a minimum percentage of the work?

Answer:

No. Subcontractors are permitted, and there is no limit on the portion of work that may be performed by a subcontractor or minimum percentage the prime must perform.

37. Should resumes of subcontractor personnel who will be assigned to the work be included in the proposal, and do they fall under the resume exclusion from the 10-page limit?

Answer:

Yes. Proposals should include resumes for all individuals who will work with ARC, including any subcontractor personnel. There is no minimum or maximum number of personnel. Resumes do not count toward the 10-page limit.

38. Which Exhibit C forms must subcontractors complete (e.g., the subcontractor affidavit under O.C.G.A. § 13-10-91(b) and the debarment certification), and must subcontractor identification, commitment, and E-Verify documentation be submitted with the proposal or only upon award/retention (the affidavit form references providing subcontractor verifications within five business days of retention)?

Answer: It is the Prime Respondent's responsibility to obtain and keep subcontractor documentation on file. Subcontractor documentation shall be submitted with proposal submission if the Prime has identified prepose using them on the project.

39. Must named subcontractors also register and obtain application approval on the ARC procurement website, or does that requirement apply only to the prime respondent?

Answer: Only the Prime Respondent is responsible for registering and obtaining ARC's vendor approval.

Work Location, Remote Work & Offshore Resources

40. Is in-person attendance at ARC's Atlanta offices a mandatory contract requirement (or a condition of eligibility, i.e., a standing local-presence requirement), or only an as-needed possibility for specific projects or circumstances? Approximately how often (e.g., meetings per year), for what purposes, and for what duration should respondents plan for in-person meetings, with how much advance notice? May routine support, troubleshooting, project meetings, and development work be handled remotely through Microsoft Teams, phone, and email — including fully remote delivery by a firm based outside Georgia?

Answer:

In-person meetings at ARC's Atlanta offices may be required, but they will be infrequent and scheduled on a case-by-case basis depending on the needs of the project. Most communication will take place by email and Microsoft Teams. Firms based outside Georgia may perform the work remotely, provided they can attend in-person meetings when ARC requests them. As stated in the RFP, travel costs will not be reimbursed.

41. May personnel located outside the United States (offshore or nearshore, including subcontractor personnel) perform work under this contract, including 24x7 support? If permitted, are there restrictions on personnel location, access to ARC systems and data, data storage, security, or specific activities that must be performed by U.S.-based resources?

Answer:

Personnel located outside the United States are not prohibited. However, ARC's IT department restricts access to ARC systems and data from countries outside the United States and Canada. For this reason, firms and personnel located in the United States or Canada are preferred. If personnel change after award and the new personnel require access to ARC systems, ARC's permission is required before that access is granted. Regardless of where personnel are located, the selected consultant must be available to work with ARC during ARC's regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

42. Is a company incorporated or based outside the United States (e.g., delivering services remotely from abroad) eligible to submit a proposal and contract directly with ARC, or must the respondent be a U.S.-registered entity?

Answer: See answer to question #41.

43. May a non-U.S. business serve as a named technical subcontractor to an ARC-registered and approved prime that remains responsible for the proposal, contract, insurance, compliance, and support obligations?

Answer: See answer to question #41.

Non-U.S. Respondents: Registration, Tax & Compliance Documentation

44. How should a non-U.S. company whose personnel would perform all services outside the United States address the Georgia Security and Immigration Compliance Act affidavit and E-Verify fields in Exhibit C, and what immigration-compliance documentation (or exemption) should accompany its proposal?

Answer: Non-US based companies are not required to fill out the Georgia Security and Immigration Compliance Act affidavit and E-Verify form with the proposal. The E-Verify affidavit is not required as long as the respondent's employees are not physically working in the U.S. Non-US based companies must be able to provide documentation showing they are authorized to work in the U.S. (i.e. Form W-8BEN or Form W-8BEN-E). However, it is the user department's decision if to use non-US businesses.

45. Which tax documentation does ARC accept from non-U.S. entities in place of the FEIN/SSN and W-9 fields (e.g., IRS Form W-8BEN-E), which form applies to an Indian private limited company, and what secure channel should be used to transmit tax documents or identifiers?

Answer: Non-U.S. businesses may submit IRS Form W-8BEN-E, which shows the taxpayer identification number.

46. Are there U.S. presence or U.S. registration requirements for non-U.S. respondents?

Answer:

Yes, non-U.S. contractors and personnel can face both U.S. presence rules and federal registration requirements when performing work on U.S. government contracts, depending on the contract scope, location, and applicable laws.

47. How should a non-U.S. vendor complete ARC procurement registration, and which incorporation, government, and tax documents are required for manual registration?

Answer: For non-US business vendor registration contact the Procurement Department at procurement@atlantaregional.org. Non-U.S. businesses should provide IRS Form W-8BEN-E, which shows the taxpayer identification number. The Procurement Department will provide information (as needed) for registration completion.

Exhibit C Forms, E-Verify & Vendor Documentation

48. Must the Exhibit C forms — including the notarized Georgia Security and Immigration Compliance Act (E-Verify) Contractor Affidavit — be fully executed and submitted with the proposal, or only by the selected consultant prior to contract execution? Is notarization required at the time of submission?

Answer:

Yes, all Exhibit C forms must be filled out, signed and dated at the time of submission. The Georgia Security and Immigration Compliance Act affidavit and E-Verify form must be filled out and notarized as well (non-US companies are exempt from providing the E-Verify form).

49. Is a respondent that is not currently enrolled in E-Verify eligible to submit a proposal and complete enrollment prior to contract execution?

Answer:

Yes, a respondent not yet enrolled in E-Verify can submit a proposal today, but they must enroll within 30 calendar days of the award. Georgia requires E-Verify for all private and public sector employers regardless of size.

50. The Contractor/Vendor Information form allows an E-Verify status of “Not Registered,” while the Contractor Affidavit certifies registration and participation. If the affidavit does not apply to a respondent, may the respondent mark “Not Registered” and provide an explanation or applicable exemption instead of executing the affidavit?

Answer:

Under O.C.G.A. § 13-10-91 and related Georgia Department of Labor rules, most contractors providing labor or services over \$2,499.99 to a public employer must register for and use E-Verify and must submit a signed, notarized affidavit certifying that they are registered, authorized to use, and will continue to use the program. Contractors with no employees, who may instead submit a state-issued ID

51. For a respondent with no employees that does not intend to hire employees for this contract (e.g., a sole-owner firm), will ARC accept the alternative documentation allowed under O.C.G.A. § 13-10-91(b)(5) — such as an E-Verify exemption affidavit and copies of state-issued driver’s licenses or IDs of the contracting party and any independent contractors — in place of the notarized Contractor Affidavit? If so, what documentation should be submitted, should it be included in the proposal, must the license copy be notarized, and how should the E-Verify Status line on the Contractor/Vendor Information form be completed?

Answer:

Under O.C.G.A. § 13-10-91 and related Georgia Department of Labor rules, most contractors providing labor or services over \$2,499.99 to a public employer must register for and use E-Verify and must submit a signed, notarized affidavit certifying that they are registered, authorized to use, and will continue to use the program. Contractors with no employees, who may instead submit a state-issued ID.

52. How does the O.C.G.A. § 13-10-91 requirement apply to an out-of-state respondent (headquartered outside Georgia) providing remote services, including any employee-count threshold and E-Verify authorization timing?

Answer: The Contractor Affidavit (E-Verify) form is required for US based companies.

53. Is remote online notarization (RON) or electronic notarization acceptable for the Contractor Affidavit?

Answer:

In Georgia, Remote Online Notarization (RON) is not yet authorized, so a Contractor Affidavit must be notarized in person.

54. The Contractor/Vendor Information form references a DUNS number and audits under OMB Circular A-133. Are a UEI and a current audit certification acceptable instead, or are updated forms available?

Answer:

Yes, for federal purposes, a UEI is now the required entity identifier instead of a DUNS number, and an OMB Circular A-133 audit certification is generally acceptable.

55. Beyond registration and the Exhibit C forms, are other vendor eligibility requirements or documents required — such as a W-9, SAM.gov registration, or Georgia, U.S. state, or other domestic business registration — and must these be in place at proposal submission or only at award?

Answer: For ARC vendor registration, a copy of the W-9 (W-8BEN-E for non-US businesses) is required.

DBE, Small & Local Business, and Federal Funding

56. Does this contract carry a Disadvantaged Business Enterprise (DBE) or other business participation goal (e.g., MBE/WBE/SBE), and does ARC give any evaluation preference or consideration — beyond the published evaluation criteria — to certified DBE/MBE/WBE, small, local, or Atlanta-based firms, or to particular subcontracting arrangements?

Answer: No.

57. Will this contract be funded as a whole or in part with federal funds (given the 49 CFR references in Exhibit C)? If so, which federal flow-down provisions will apply?

Answer:

Yes, the Contract could be funded by Federal funds. ARC has no direct contractual relationship with subcontractors, so it holds the prime responsible for ensuring subcontractor compliance. Failure to include required flow-downs can result in breach, termination, cost disallowances, or False Claims Act exposure.

Contract Terms, Insurance & Payment

58. Will ARC make its standard services agreement, form contract, or draft MSA available before the proposal deadline (or, at minimum, before award) including intellectual property, termination, indemnification, limitation of liability, data security, and payment terms — so respondents may note any exceptions in their proposals? Are there any additional contract terms, forms, or pages respondents should review before submitting?

Answer: A consultant agreement example is attached.

59. Will the selected consultant be required to carry insurance? If so, what coverage types (e.g., commercial general liability, professional liability/E&O, cyber liability, workers' compensation), minimum limits, and additional-insured endorsement requirements apply; must coverage be evidenced with the proposal or only at award/contract stage; and how should a firm with no employees satisfy any workers' compensation requirement?

Answer: No.

60. What are ARC's payment terms and payment period for approved monthly invoices (e.g., net 30 from receipt of invoice)?

Answer: ARC's payment term is Net 30.

Pricing & Hourly Rates (Exhibit B)

61. Exhibit B provides one Regular Hourly Rate and one Emergency Hourly Rate. Should respondents submit single blended rates that apply to all roles and services, or may they propose — or attach as a supplemental schedule — rates by role, labor category, named individual, or service type (e.g., developer, designer, accessibility specialist, project manager)?

Answer:

Respondents should submit single rates: one Regular Hourly Rate and one Emergency Hourly Rate, each applying to all roles and services. Rates by role, labor category, named individual, or service type should not be submitted. The rates submitted in Exhibit B must remain the same for the full potential three-year term, including both optional annual renewals.

62. How will the "Hourly rate from Exhibit B" evaluation criterion be scored — on the regular rate, the emergency rate, or both — and if additional rate detail (e.g., role-based rates) is permitted, which figure will be scored?

Answer:

Exhibit B requires single rates, one regular and one emergency, so there are no role-based figures to score.

63. Must the Exhibit B rates remain fixed for the full potential three-year term, including both optional annual renewals, or may respondents propose an annual rate adjustment or escalation mechanism at each renewal?

Answer:

The rates must remain fixed. The rates submitted in Exhibit B must remain the same for the full potential three-year term, including both optional annual renewals. Annual rate adjustments or escalation mechanisms will not be accepted.

64. For larger, well-defined projects, may consultants propose fixed-price/fixed-fee or not-to-exceed quotes, and may respondents offer optional pricing such as a prepaid block of hours?

Answer:

Yes. For larger projects, consultants may propose a fixed-price or not-to-exceed quote. Prepayment options for larger projects, such as a block of hours, can be discussed between ARC and the selected consultant.

65. Would ARC consider a recurring fixed monthly maintenance arrangement (e.g., core/plugin updates, security patching, uptime and security monitoring, backup verification) as an option or additional service alongside hourly support, or will all routine maintenance be billed hourly as requested?

Answer:

ARC currently handles routine monthly plugin updates and patch maintenance. Maintenance support from the consultant will be requested on an as-needed basis, and ARC requires an estimate for each task and must approve it before any work begins or any billing occurs.

66. How does ARC expect services to be billed, and which activities are billable (e.g., authorized discovery, meetings, and documentation)? May authorized travel time be billed separately, given that travel expenses will not be reimbursed?

Answer:

Respondents should propose which activities are billable, including their approach to meetings, discovery, documentation, and travel time. As stated in the RFP, travel expenses will not be reimbursed. ARC requires an estimate for each task and must approve it before any work begins or any billing occurs.

67. May an initial assessment of a site or environment be separately authorized and billed before firm task estimates are agreed, and may estimates be revised if undocumented dependencies are identified?

Answer:

ARC requires an estimate for each task and must approve it before any work begins or any billing occurs. This applies to any initial site or environment assessment.

68. Are licenses for premium themes, page builders, and plugins (e.g., Divi, Elementor Pro, Beaver Builder, ACF Pro), theme framework renewals, and third-party API accounts held and paid for by ARC in its name, or is the consultant expected to supply them, pass through the costs, or bundle them into the hourly rate? Are third-party licenses reimbursable? If any licenses are currently held by a prior vendor, will ARC transfer or renew them before the selected consultant begins work?

Answer:

ARC will pay for plugin licensing. Consultants should not supply licenses or include license costs in their hourly rates. Some third-party plugin licenses may currently be held by the incumbent vendor. License ownership and any necessary transfers will be confirmed during the transition.

Budget, Historical Workload & Anticipated Volume

69. Recognizing that work is not guaranteed, can ARC share historical information on outside WordPress/website support — such as annual hours, expenditures, number of requests, or projects over the past one to three years (including the most recent 12 months and last year's website maintenance and hosting budget) — broken out, where available, by development, accessibility remediation, emergency support, maintenance, and redesign work?

Answer:

Under a similar contract, ARC spent approximately \$37,000 on web services in 2023, \$53,000 in 2024, and \$56,000 in 2025. These figures are provided for planning purposes only. Work under this contract is as-needed, and ARC does not guarantee any minimum level of work or spending.

70. Does ARC have an approved budget, estimated annual budget, contract ceiling, or annual not-to-exceed amount for this contract, or an anticipated annual level of effort (e.g., range of support hours), including for the first contract year, that respondents may use for planning purposes?

Answer:

Under a similar contract, ARC spent approximately \$37,000 on web services in 2023, \$53,000 in 2024, and \$56,000 in 2025. These figures are provided for planning purposes only. Work under this contract is as needed, and ARC does not guarantee any minimum level of work or spending.

A not-to-exceed amount for 2027 has not yet been determined.

71. Will ARC guarantee any minimum number of hours, minimum dollar amount, minimum engagement, or retainer under this contract?

Answer:

No minimum level of work is guaranteed. Support under this contract will be provided on an as-needed basis. ARC cannot guarantee that there will be support requests in the coming year and reserves the right not to request any support work over the course of this contract.

72. What is the historical or anticipated volume of support requests (e.g., tickets, emails, or emergency calls per month or per year) and the typical size and duration of individual tasks or assignments?

Answer:

Work under this contract is as needed, and volume varies. ARC does not have request-volume or work-distribution figures to share. Historical spending under a similar contract, provided in Question 69, is the best available planning reference.

73. What is the historical or anticipated distribution of work among ongoing maintenance/support, troubleshooting, enhancements, new site development, redesign, accessibility remediation, modernization, integrations, and infrastructure support (including expected hours per month by task area)?

Answer:

Work under this contract is as needed, and volume varies. ARC does not have request-volume or work-distribution figures to share. Historical spending under a similar contract, provided in Question 69, is the best available planning reference.

Award Structure & Work Assignment

74. Does ARC intend to make a single award or award to multiple consultants, and if multiple, approximately how many?

Answer:

ARC expects to award this contract to one firm. The contract will not be exclusive. ARC may use other vendors for related work, and more than one vendor may work on a single project.

75. If multiple consultants are selected, how will ARC assign or distribute individual requests among them — for example, by predefined websites or service areas, by expertise, by availability, by rotation, or through competitive quotes on each request?

Answer:

ARC expects to award this contract to one firm. The contract will not be exclusive. ARC may use other vendors for related work, and more than one vendor may work on a single project. As stated in the RFP, ARC may assign work based on expertise or availability, use internal staff, and access specialized services outside this contract as needed.

76. May a respondent offer only selected specialties, or must its proposed team cover all services in Exhibit A? How would a limited-scope offer affect eligibility and scoring?

Answer:

Preference will be given to firms that can cover the full Scope of Services in Exhibit A. ARC expects to award this contract to one firm. The contract will not be exclusive. ARC may use other vendors for related work, and more than one vendor may work on a single project.

77. How will work requests or task orders be issued and approved? Will ARC establish the scope, estimated level of effort, priority, and delivery schedule with the consultant before work begins, will consultants provide estimates for approval before each assignment, and how will spending limits be approved?

Answer:

ARC sends work requests to the consultant by email. The scope and priority of each request are discussed with the consultant, and terms for routine work, including timelines, are agreed upon on a per-task or per-project basis. When multiple requests are open, ARC sets the priority of open items.

78. How will support requests be prioritized between ARC and the consultant, including when multiple requests are active at the same time?

Answer:

The priority of each request is discussed with the consultant. When multiple requests are open, ARC sets the priority of open items. Atlantaregional.org is ARC's highest-priority website.

79. Will larger assignments (e.g., website redesigns, new website development, content migrations, major integrations, modernization projects) be issued under this contract at the submitted hourly rates through separate task orders, or will they be separately scoped, budgeted, or procured?

Answer:

Yes. Larger assignments, such as website redesigns, new website development, content migrations, major integrations, and modernization projects, may be issued under this contract at the submitted hourly rates through separate task orders. Because the contract is not exclusive, ARC may also use other vendors for related work.

Current Environment & Site Inventory

80. How many WordPress websites and related digital services and web-based tools are in scope (including public-facing and internal sites, microsites, and currently active sites)? Can ARC provide a list with URLs/domains, each site's primary purpose and audience, and any major differences in size, complexity, or technical architecture?

Answer:

Ten websites are currently in scope:

- **atlantaregional.org**: Technical accessibility remediation has been partially applied. Includes a password-protected custom board portal web application, which is considered a significant feature. Beaver Builder is used on several pages.
- **empowerline.org**
- **atlworks.org**
- **metroathousing.org**: Technical accessibility remediation has been applied.
- **procurement.atlantaregional.org**: Most features and functions are password protected. Significant features include the procurement and vendor portal and its workflow.
- **ebike.atlantaregional.org**: Most features and functions are password protected. A significant feature is a voucher redemption workflow for participating bike shop vendors.
- **atlantauasi.atlantaregional.org**: Most features and functions are password protected. Significant features include an internal forum and a document repository.
- **buildingga.org**: Technical accessibility remediation has been applied. Elementor is used.
- **gampo.org**
- **georgia-map.com**: Divi is used.

Most sites use the classic WordPress editor with Advanced Custom Fields (ACF). Page builders are used on three sites: Beaver Builder on several pages of atlantaregional.org, Elementor on buildingga.org, and Divi on georgia-map.com.

81. Which editing approach, theme, and page builder does each site use (classic editor, ACF-driven templates/custom field architectures, Gutenberg/block editor, block themes, Divi, Elementor, Beaver Builder), and in roughly what proportion across the sites?

Answer:

Most sites use the classic WordPress editor with Advanced Custom Fields (ACF). Page builders are used on three sites: Beaver Builder on several pages of atlantaregional.org, Elementor on buildingga.org, and Divi on georgia-map.com.

82. What WordPress core and PHP versions are the sites currently running?

Answer:

Detailed technical information, including current WordPress core and PHP versions, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

83. Approximately how large is each site (e.g., number of pages and posts)?

Answer:

Detailed technical information, including the size of each site, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

84. Are the sites single-site or multisite installations, and do they share a codebase or are they independently managed?

Answer:

Detailed technical information, including installation type and codebase structure, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

85. Which sites rely on custom themes or custom plugins, and approximately how many custom plugins are in use?

Answer:

Several sites include significant custom functionality: a password-protected board portal web application on atlantaregional.org; the procurement and vendor portal and workflow on procurement.atlantaregional.org; a voucher redemption workflow for participating bike shop vendors on ebike.atlantaregional.org; and an internal forum and document repository on atlantauasi.atlantaregional.org.

Most sites use custom themes, and some use custom plugins.

86. Which third-party services, integrations, and APIs are the sites connected to (e.g., GIS/mapping tools, data feeds or portals, CRM, email marketing, event registration, forms, payment tools), and which require ongoing support?

Answer:

Detailed technical information, including third-party services, integrations, and APIs, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

87. Can ARC provide a comprehensive technology inventory for the sites in scope — covering hosting environments, WordPress/PHP versions, themes and page builders, custom plugins, integrations, source-control and deployment tooling, staging environments, and approximate site size — and, if it cannot be posted publicly for security reasons, will it be provided to the selected consultant at onboarding?

Answer:

The current list of sites in scope, with editing approach and significant features, is provided in the answer to Question 80.

All sites are hosted on WP Engine, in an account held by ARC, and staging environments are available. Details of current backup and security arrangements, along with available accessibility audit information, will be shared with the selected vendor.

Detailed technical information, including WordPress and PHP versions, plugins, integrations, and documentation, will be provided to the selected consultant after award.

88. Are any non-WordPress platforms, applications, or legacy systems in scope (e.g., custom PHP or JavaScript applications, other CMSs such as Drupal, Joomla, Sitecore, or TeamSite, mapping or data tools, public engagement platforms)? If so, which platforms are they built on, and which legacy themes, plugins, custom applications, APIs, and hosting environments remain in scope?

Answer:

Detailed technical information, including any non-WordPress platforms or applications, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

89. What documentation exists for the current sites — for example, architecture notes, custom themes, custom plugins, ACF field architecture, an access-credential inventory, and deployment processes — including for code built by earlier vendors?

Answer:

Detailed technical information, including available documentation for the current sites, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

90. Are ACF field groups stored in code (via Local JSON or PHP) or only in the database?

Answer:

Detailed technical information, including how ACF field groups are stored, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

91. Has ARC documented any known technical debt (e.g., deprecated code, outdated dependencies, plugin conflicts, performance bottlenecks, unsupported PHP or WordPress components), recurring defects or production errors, or a backlog of issues the consultant would be expected to address first?

Answer:

Detailed technical information, including known technical debt and recurring issues, will be provided to the selected consultant after award. A summary of the sites currently in scope is provided in the answer to Question 80.

Current Support Arrangement, Internal Roles & Transition

92. Who currently supports ARC's websites? Is there an incumbent vendor (or vendors), and if so, who? How are support requests handled today (e.g., by an existing vendor or internal staff), and how many resources are involved?

Answer:

Yes. Brandshake is the incumbent vendor. ARC is rebidding because the current contract has reached the end of its allowable term.

93. Will there be a transition or knowledge-transfer period, and will the selected consultant(s) receive incumbent documentation, source-code access, environment credentials, staging environments and repositories, and transition support at onboarding? Will the current vendor participate in the transition?

Answer:

ARC will coordinate the transition with the selected consultant after award. Details of the handover process will be shared at that time.

94. Are any existing websites covered by maintenance agreements with other vendors, and will the selected consultant need to coordinate with those vendors or take over their code and documentation?

Answer:

ARC will select only one vendor for this support contract. However, there may be times when the selected vendor will need to coordinate with another vendor working on the same project.

95. Does ARC have internal web or IT staff who work on these websites? If so, what responsibilities do they cover (e.g., content updates, development, hosting administration), and what is the expected split of work between ARC staff and consultants?

Answer:

Yes. ARC IT staff work on the websites, primarily on custom page layouts, some web features, and prototyping. ARC also currently handles routine monthly plugin updates and patch maintenance. Website content is managed by ARC staff.

Hosting, Infrastructure & Operations

96. Who are the current hosting provider(s) and Content Delivery Network (CDN) for each site (e.g., managed WordPress hosts such as WP Engine or Pantheon, or cloud infrastructure such as AWS or Azure), and which hosting model (managed hosting, cloud-hosted, or both) applies to most sites?

Answer:

The sites are hosted on WP Engine, a managed WordPress hosting provider. ARC holds the hosting account.

A CDN is provided through Amazon Web Services (AWS).

97. Does ARC hold its hosting, CDN, and related accounts and contracts directly (with the consultant providing coordination only), or is the consultant expected to provide, procure, administer, or manage hosting? Who controls the hosting accounts — ARC or a vendor?

Answer:

The sites are hosted on WP Engine, a managed WordPress hosting provider. ARC holds the hosting account. The selected consultant will not be expected to provide or procure hosting.

98. Does each production site have a staging environment, and does ARC maintain separate development, staging, and production environments?

Answer:

Yes. Staging environments are available for the sites, which are hosted on WP Engine.

99. What level of access will the selected consultant receive (e.g., WordPress admin, hosting dashboards, SSH/SFTP, WP-CLI, database, DNS/CDN, staging and version control)? Will access be direct or managed through ARC IT; are core deployments, database migrations, and server-level updates handled internally by ARC IT; and what is the typical turnaround for access or change requests?

Answer:

The selected consultant will receive WordPress administrator access, SFTP/SSH access, and access to the WP Engine hosting dashboard.

The consultant will also have database access through WP Engine but will not have DNS access. All access requests go through ARC IT, through a single point of contact.

100. How are operational responsibilities divided among ARC, its hosting providers, and other vendors — and which would the selected consultant be responsible for — including WordPress core/plugin/theme updates, security patching and monitoring, performance monitoring, backups and restores, malware and security-incident response, SSL certificates, DNS, CDN, deployments, production approvals, and disaster recovery? What security and backup tools are currently in place, and who manages them?

Answer:

Backups and security are currently handled by both the hosting provider (WP Engine) and a vendor. Details of the current arrangement will be shared with the selected vendor.

101. Who coordinates changes that involve multiple providers (e.g., ARC, hosting providers, and other consultants)?

Answer:

ARC and the consultant are expected to work closely together on any significant changes, including those involving the hosting provider or other contractors. All requests go through ARC IT, through a single point of contact.

Version Control & Deployment

102. Is the source code for custom themes and plugins kept in a version control system (e.g., Git)? If so, which platform is used, where are the repositories hosted, does ARC own and control them, and will the consultant be given direct access?

Answer:

ARC does not manage a version control system for the sites' source code.

103. Are any custom components licensed from a prior vendor rather than owned by ARC?

Answer:

No. None of the custom applications are licensed from a prior vendor. Some third-party plugin licenses may currently be held by the incumbent vendor; license ownership and any necessary transfers will be confirmed during the transition.

104. Are deployments currently made through a Git-based workflow or manually, and what deployment processes are in use?

Answer:

ARC does not manage a version control system for the sites' code. ARC review and approval are required before changes are deployed to live sites. The current deployment process can be discussed with the selected consultant after award.

105. If version control or standardized development, staging, and deployment workflows are not in place across the sites, would ARC be open to the consultant establishing them (e.g., as part of onboarding) or recommending and helping standardize them?

Answer:

Yes, this can be discussed with the selected consultant after award. ARC does not currently manage a version control system for the sites' code, and ARC review and approval are required before changes are deployed to live sites.

Support, Maintenance & Service Levels

106. How does ARC define an emergency support request for purposes of the Exhibit B emergency rate (e.g., site outage, security incident, same-day publishing deadline), and what response, restoration, and resolution times and coverage hours (business hours ET vs. evenings, weekends, holidays, or 24/7 on-call) are expected for emergency work?

Answer:

Whether a request is treated as an emergency depends on the circumstances. For example, a website that is down and needs support as soon as possible would be considered an emergency. Emergency support should be available outside ARC's regular business hours, as well as during them. ARC has not set specific emergency response times. Respondents should propose their own emergency terms in the "Terms for Emergency Rates" section of Exhibit B, including their proposed response times, after-hours coverage, and the process for submitting emergency requests.

The selected consultant must be available to work with ARC during ARC's regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

107. What response/acknowledgment and resolution times and support hours are expected for routine (regular) and high-priority, non-emergency requests? Will support activities be limited to standard business hours (e.g., Monday–Friday, Eastern time), or is after-hours coverage expected for non-emergency work?

Answer:

Response times, timelines, and other terms for regular, routine work will be specified and agreed upon between ARC and the consultant on a per-task or per-project basis. The selected consultant must be available to work with ARC during ARC's regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time. Emergency support

should be available outside ARC's regular business hours, as well as during them. Respondents should propose the specific emergency terms in Exhibit B.

108. Should respondents propose their own emergency terms — such as what qualifies as an emergency, response times, coverage hours, and service levels — in the Exhibit B “Terms for Emergency Rates,” or does ARC have specific requirements respondents must meet?

Answer:

Yes. Beyond the expectation that emergency support be available outside ARC's regular business hours, ARC does not have specific emergency requirements. Respondents should propose their own emergency terms in the “Terms for Emergency Rates” section of Exhibit B, including their proposed response times, after-hours coverage, and the process for submitting emergency requests. Whether a request is treated as an emergency depends on the circumstances. For example, a website that is down and needs support as soon as possible would be considered an emergency.

109. Must every selected consultant maintain continuous on-call availability, or may emergency coverage be assigned to designated providers or handled according to response expectations agreed between ARC and the consultant? How will emergency work be authorized and routed?

Answer:

ARC has not set a required on-call model, but emergency support should be available outside ARC's regular business hours, as well as during them. Respondents should propose their own emergency terms in the “Terms for Emergency Rates” section of Exhibit B, including their proposed response times, after-hours coverage, and the process for submitting emergency requests. Whether a request is treated as an emergency depends on the circumstances. For example, a website that is down and needs support as soon as possible would be considered an emergency.

The selected consultant must be available to work with ARC during ARC's regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Eastern Time.

110. Will remediation of technical debt be scoped separately from routine maintenance?

Answer:

Yes. Remediation of technical debt will be scoped separately from routine maintenance. ARC requires an estimate for each task and must approve it before any work begins or any billing occurs.

Accessibility

111. Has ARC conducted accessibility audits of its websites (e.g., within the past two years) or identified known WCAG compliance issues or a remediation backlog? If so, can the findings, a summary, current conformance status, a VPAT, or the estimated number of pages requiring remediation be shared — with respondents now or with the selected consultant after award — and is remediation of known issues expected early in the contract?

Answer:

Technical accessibility remediation has been applied to metroathhousing.org and buildingga.org, and partially applied to atlantaregional.org.

Some accessibility audit information is available and will be shared with the selected vendor.

ARC expects known accessibility issues to be remediated by May 2027.

112. Is ARC working toward a specific accessibility compliance deadline, policy, or target date (e.g., the DOJ ADA Title II web accessibility rule, or a target date for WCAG 2.1 AA conformance) beyond the RFP's stated standard, and if so, which sites are prioritized?

Answer:

ARC expects known accessibility issues across its websites to be remediated by May 2027. WCAG 2.1 AA is the working standard, with readiness for WCAG 2.2 as stated in the RFP. Accessibility remediation under this contract covers site templates and the applications within each site. It does not include content authored by ARC staff or documents posted on the sites (for example, PDFs and Word files).

Atlantaregional.org is ARC's highest-priority website.

113. Should accessibility work be planned and priced to WCAG 2.1 AA with WCAG 2.2 as a forward path, or should WCAG 2.2 AA be treated as the working standard for new development, redesigns, and task orders? Is there a date for moving to 2.2?

Answer:

WCAG 2.1 AA is the working standard for accessibility work, including new development, redesigns, and task orders. As stated in the RFP, work should also be ready for WCAG 2.2 as a forward path.

114. Does the accessibility scope include documents and embedded content posted on ARC sites (e.g., PDFs, Word files, embedded maps or data tools, third-party tools), or only web pages, templates, and site components? If documents are in scope, approximately how many are posted across the sites?

Answer:

Accessibility remediation under this contract covers site templates and the applications within each site. It does not include content authored by ARC staff or documents posted on the sites (for example, PDFs and Word files).

115. Does ARC have accessibility testing requirements, a preferred testing methodology or toolset, or an accessibility monitoring tool the consultant would be expected to use, or may the consultant recommend an appropriate combination of automated and manual testing?

Answer:

PowerMapper is ARC's preferred accessibility testing tool. Testing tools and methods can be discussed further with the selected consultant.

116. How will ARC scope, evaluate, and accept accessibility work? Will assignments address specified remediation items, or require comprehensive site-wide assessment and conformance reporting (i.e., is accessibility assessment expected as part of future assignments)? Will a specific deliverable (e.g., an Accessibility Conformance Report or VPAT) or level of testing documentation be required, and who is responsible for assistive-technology testing, retesting, and final acceptance?

Answer:

The selected consultant will be expected to conduct a full site assessment. An Accessibility Conformance Report (ACR) or VPAT is not required; however, the consultant must provide reporting that documents what was tested and what was remediated. PowerMapper is ARC's preferred testing tool, and testing tools and methods can be discussed with the selected consultant.

Design, Development & Modernization

117. For new site development or redesign initiatives, does ARC expect the consultant to provide UX/UI activities (e.g., discovery, user research, information architecture, prototyping, usability testing, design systems) and original visual design, or is the design scope primarily visual design and implementation of design assets, specifications, and branding provided by ARC?

Answer:

Preference will be given to consultants who can provide UX/UI services. On some projects, ARC staff or another contractor may collaborate with the consultant on this work.

118. Is there a shared design system, component library, or brand standards guide used across ARC sites that the consultant would inherit, or is each site styled independently?

Answer:

ARC sites share a common color palette and follow established guidelines for ARC logo placement.

119. Are there specific websites or platforms ARC considers higher priority for maintenance, modernization, redesign, accessibility remediation, or technical improvements? Are any redesign, modernization, accessibility, or new-site initiatives currently underway (that the consultant would continue) or anticipated in the first contract year or renewal years, and are any specific deliverables or initiatives included in this RFP? If so, what are their status and main current challenges?

Answer:

Atlantaregional.org is ARC's highest-priority website. No redesigns are currently planned.

120. For new site builds or redesigns under this contract, is WordPress required, or is ARC open to other CMS platforms where they fit the need?

Answer:

WordPress is preferred. However, ARC is open to other platforms depending on the needs of the project.

121. For future modernization projects, is ARC open to evaluating a headless CMS or hybrid architecture where there is a clear benefit to performance, security, accessibility, integration, or content reuse?

Answer:

Yes. ARC is open to newer architectures, including headless or hybrid approaches, where they offer a clear benefit. WordPress remains ARC's preferred platform.

122. Does ARC expect each existing page builder to remain in place for the contract term, or would proposals to consolidate page builders be considered under Strategic and Modernization Services?

Answer:

Beaver Builder, used on several pages of atlantaregional.org, is expected to remain in place, although ARC is willing to discuss options with the selected consultant where there is a clear benefit. Elementor (buildingga.org) and Divi (georgia-map.com) were implemented by the separate contractors who built those sites. These page builders are expected to remain in place unless dedicated program funding becomes available to support changes.

123. Is the use of AI-assisted development tools permitted (including by a disclosed remote team), and does ARC have an AI use policy governing a consultant's use of AI-assisted tools with ARC code, content, or data? If so, can it be shared?

Answer:

Regardless of the tools used, the consultant is fully responsible for the quality, accuracy, security, and accessibility of its final work product. The use of AI-assisted tools, and any ARC policy governing their use, can be discussed with the selected consultant.

Content, SEO & Analytics

124. Who is responsible for website content?

Answer:

Website content is managed by ARC staff.

125. How many people administer content on ARC's sites?

Answer:

Approximately 15 to 20 ARC staff members manage content across the sites.

126. For content migration projects, will ARC provide cleaned and approved content, or will the selected consultant be responsible for content inventory, cleanup, restructuring, URL mapping, media migration, and validation?

Answer:

ARC does not anticipate any content migration projects at this time. If a migration is needed in the future, responsibilities for content inventory, cleanup, and restructuring will be defined in the scope of that project.

127. Does ARC have an existing SEO strategy, analytics baseline, keyword data, redirect requirements, or known technical SEO issues that the selected consultant will be expected to maintain or address?

Answer:

ARC does not have an SEO strategy, and SEO strategy is not part of the scope of this contract. ARC uses Google Analytics.

128. What is the average daily traffic or monthly pageview volume across the websites?

Answer:

Atlantaregional.org receives approximately 40,000 to 60,000 visitors per month. ARC uses Google Analytics.

Security & Personnel Access

129. Will ARC require background checks, VPN access, ARC-issued accounts, or ARC approval of assigned individuals for consultant personnel who access ARC systems?

Answer:

Any personnel added after award who require access to ARC systems must be approved by ARC before access is granted.

130. Does ARC have policies governing third-party tools or service providers used on its sites, including any that require site or hosting credentials?

Answer:

Any third-party tool or service that requires access to ARC sites or hosting credentials must be approved by ARC before use. All access requests go through ARC IT.

Project Management & Communication

131. In addition to Microsoft Teams, does ARC use a ticketing, backlog-management, or project-tracking system for receiving, managing, and reporting on requests?

Answer:

ARC sends work requests to the consultant by email. Day-to-day communication takes place by email and Microsoft Teams.

132. Who would serve as the consultant's day-to-day point of contact at ARC?

Answer:

The selected consultant will work with a single point of contact at ARC, and all requests go through ARC IT.

***** Respondents that have submitted proposals prior to the release of the questions and answers may resubmit their proposal. All documents must be combined and submitted as one complete proposal. If the proposal attachment is too large it should be combined as a zip file. *****

CONSULTANT AGREEMENT

THIS AGREEMENT, entered into as of the ____ day of _____, by and between _____ of _____ (hereinafter referred to as the "Consultant") and the **ATLANTA REGIONAL COMMISSION** (hereinafter referred to as "ARC").

WITNESSETH THAT:

WHEREAS, ARC desires to engage Consultant to render certain services hereinafter described in connection with an undertaking or project (hereinafter referred to as the "Project"); and

WHEREAS, 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 Consultant. ARC hereby agrees to engage Consultant and Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. 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, Scope of Services, which is attached hereto and made a part hereof.
3. Time of Performance. Services of Consultant are to commence upon the effective date, _____, and 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 _____.
4. Compensation. Consultant shall be compensated for the work and services to be performed under this Agreement as set forth in Attachment B, Compensation and Method of Payment, which is attached hereto and made part hereof. Compensation for work and services in the performance of this Agreement shall not exceed \$ _____.
5. Approval of Subcontracts. None of the work or services to be performed under this Agreement by 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 review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, Consultant shall provide ARC with such documentation as ARC's Executive Director or her authorized agent shall require, regarding the method Consultant used in selecting its subcontractor. 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. Consultant agrees to abide by such regulations in its selection procedure.
6. Prompt Payment and Retainage. Consultant agrees to pay each subcontractor under this Agreement for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment Consultant receives from ARC. Consultant agrees further to return retainage payments to each subcontractor within thirty (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.

If Consultant is found not to be in compliance with this Paragraph 6, Consultant will be considered in breach of contract, and any further payments will be withheld until corrective action is taken. If Consultant does not take corrective action, Consultant may be subject to contract termination.

7. Assignability. 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 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, if necessary, ARC's Chair.
9. Insurance. Consultant shall 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 workers' compensation, professional liability, and property damage coverage.
10. Indemnification. Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against any and all liability, loss, damages, costs including reasonable attorneys' fees, or expenses which ARC may hereafter incur, suffer, or be required to pay by reason of any error or omission, misfeasance, malfeasance, or through the negligent or willful conduct of Consultant, its employees, or any subcontractor of Consultant. The indemnification obligations of this Paragraph 10 shall survive the termination of this Agreement.
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 Consultant (executor) and ARC's Executive Director. However, Consultant's 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 Chief Operating Officer as her agent for purposes of this Agreement only, except for amendments and terminations.
12. Reports. 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 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 Agreement, 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 any concerned funding agencies.
14. Program Fraud and False or Fraudulent Statements or Related Acts. Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq. apply to its actions pertaining to this Project. Upon execution of the underlying contract, Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying project for which this contract work is being performed. In addition to other penalties that may be applicable, Consultant further acknowledges that

if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Consultant to the extent the Federal Government deems appropriate.

15. Review and Coordination. To ensure adequate assessment of 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. Consultant may be required to meet with designated representatives of ARC and any concerned funding agencies from time to time to review the work and services performed. Consultant shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and any 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 Consultant under this Agreement shall be made available to authorized representatives of ARC and any concerned funding agencies for inspection and review at all reasonable times in the Consultant's office or where data is normally accumulated. Approval and acceptance of such material shall not relieve 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.
17. Maintenance of Cost Records. 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 this Agreement, and for three (3) years from the date of final payment under this Agreement, for inspection by ARC, any 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. Consultant shall include the provisions of this Paragraph 17 in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and 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 Agreement and shall not be subject to any obligations or liabilities to ARC, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Consultants. Nothing contained in this Agreement shall be construed to constitute 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.
20. Consultant's Personnel. 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 (12) month period immediately prior to the date of this Agreement, except with the express prior written consent of ARC. Further, 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.
21. Rate of Employee Compensation. The rate of compensation for work performed under this Agreement by a staff member or employee of 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.

22. Interest of Consultant. Consultant covenants that neither Consultant, nor anyone controlled by Consultant, controlling Consultant, or under common control with Consultant, nor its agents, employees or contractors, 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 Consultant's service hereunder in an impartial and unbiased manner. Consultant further covenants that in the performance of this Agreement no person having any such interest shall be employed by Consultant as an agent, contractor or otherwise. If Consultant contemplates taking some action which may constitute a violation of this Paragraph 22, Consultant shall request in writing the advice of ARC, and if ARC notifies Consultant in writing that Consultant's contemplated action will not constitute a violation hereof, then Consultant shall be authorized to take such action without being in violation of this Paragraph 22.
23. 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.
24. 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.
25. Compliance with Requirements of the Concerned Funding Agencies. Consultant shall be bound by the applicable terms and conditions of the grant contract(s) between ARC and any concerned funding agencies which said grant contract(s) 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 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.
26. Rights in Documents, Materials and Data Produced. For purposes of this Agreement, "data" includes, but is not limited to, writings, sound recordings, photographs, films, videotapes, computer programming or code, 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 Consultant other than as provided in this Agreement. 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 or commercially available planning data and software, to Consultant that have been obtained from various sources under specific licensing agreements. Consultant acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for Consultant or its subcontractors to use the data or software for the work covered by this Agreement only. Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. Consultant or any subcontractors shall not use this data or software for

any work not covered by this Agreement. 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 Consultant's or subcontractor'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 Consultant within thirty (30) 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. 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. For audits of fiscal years beginning on or after December 26, 2014, the provisions of 2 CFR 200.501 supersede OMB circular A133. A nonfederal entity that expends \$750,000 or more in federal awards during its fiscal year must have a single or program-specific audit conducted for that year. Also, Consultant gives assurance and certifies with respect to this Agreement that:
- a. For all agreements:
- i. The person identified as the official representative of Consultant is authorized to execute an agreement incorporating the terms of its application.
 - ii. 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. 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.

Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of 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. 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. 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.

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.

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 29.

- iii. 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.
- iv. 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).
- v. Consultant agrees that throughout the performance of this Agreement 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 Agreement or any subcontract hereunder.

Consultant further agrees to include the provisions contained in the forgoing Paragraph 29 in each subcontract for services hereunder.

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.

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 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. Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. 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 contractors.
- d. 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. Termination for Mutual Convenience. ARC or 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. 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 Consultant for the ARC share of the non-cancelable obligations, properly incurred by Consultant prior to termination.
32. Termination for ARC's Convenience. ARC may terminate this Agreement, in whole or in part, at any time by giving written notice to Consultant of such termination and specifying the effective date thereof, at least fifteen (15) 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 31, Consultant will be reimbursed for the otherwise allowable actual expenses incurred by Consultant up to and including the effective date of such termination, as authorized in Attachment B. 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.
33. Termination for Cause. If 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 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 Consultant of such termination and specifying the effective date thereof, at least five (5) 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. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Services up to and including the effective date of termination as authorized in Attachment B. Notwithstanding the foregoing to the extent provided by law, Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this Agreement by Consultant and ARC may withhold any payments to Consultant for the purpose of set-off for damages caused by Consultant's breach, until such time as the exact amount of damages to ARC from Consultant is determined.
34. 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 Consultant, this Agreement may be immediately terminated without further obligation of ARC.
35. 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 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 Consultant prior to the date of suspension to the extent that they are noncancelable.

36. Disputes and Appeals. Any dispute concerning a question of fact arising under this Agreement shall be decided by ARC's Chief Operating Officer who shall promptly reduce such decision to writing and mail or otherwise furnish a copy thereof to Consultant.

Consultant agrees that the decision of ARC's Chief Operating Officer shall be final and conclusive unless, within ten (10) days of receipt of such copy, Consultant mails or otherwise furnishes a written request for appeal concerning the question of fact to ARC's Executive Director, who shall arrange a formal hearing within twenty (20) days after receipt of the appeal request. Both the Consultant and ARC Chief Operating Officer shall have the right to present witnesses and give evidence concerning the question of fact at such a hearing. Within twenty (20) days after the hearing, the ARC Executive Director shall make her decision concerning the question of fact in writing to the Consultant and to ARC's Chief Operating Officer.

Pending final decision of an appeal to the ARC Executive Director, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the decision of ARC's Chief Operating Officer.

Consultant agrees that the decision of the ARC Executive Director concerning the disputed question of fact shall be final and conclusive unless determined by the concerned funding agencies, 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.

Consultant shall have written procedures through which its subcontractors (fourth party) may dispute and/or appeal a decision made by Consultant. Written notice of such procedures shall be provided by Consultant to each of its subcontractors.

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

37. 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.
38. Authority. The individuals executing this Agreement on behalf of Consultant and ARC do each hereby represent and warrant that they are duly authorized by all necessary action to execute this Agreement on behalf of their respective principals.
39. Severability. Any section, subsection, paragraph, term, condition, provision or other part of this Agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect.

40. Waiver. The failure of ARC to insist upon strict performance of any of the provisions contained herein shall in no way constitute a waiver of future violations of the same or any other provision.
41. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
42. 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, Consultant and ARC have executed this Agreement as of the day first above written.

ATTEST:

CONSULTANT

By: _____

Title: _____

ATTEST:

Assistant Secretary

ATLANTA REGIONAL COMMISSION

Executive Director