

**REQUEST FOR PROPOSALS****ARC Federal Public Affairs Services****I. PURPOSE**

The Atlanta Regional Commission (ARC), an instrumentality of the State of Georgia with its office located at **229 Peachtree Street, NE, Suite 100, Atlanta, Georgia 30303**, is seeking proposals from firms experienced in federal public affairs services as outlined below. The vendor(s) will provide all equipment, personnel, expertise, facilities, financial resources, and management for this service. All proposals shall be presented in a unit price for hourly labor and shall contain any other information requested herein. Professional services would be provided to ARC for a period beginning **March 8, 2027**, through **September 30, 2028**, with an option to renew for up to **two (2)** terms of two years each. Selected vendors should be prepared to sign a standard ARC contract for services which contains required federal and state clauses. A copy of this boilerplate language is attached. This RFP may result in multiple awards with the right reserved to grant all or part of this project to one or more firms. If multiple firms are selected to provide specific services, those services will be contractually delegated to that firm. It is also permissible to firms to collaborate on submissions to cover multiple points on the political spectrum as the services needed are not relegated to one policy area only. Additionally, firms shall work with the ARC government affairs staff as directed.

**II. ANTICIPATED TIMELINE**

The timetable for this RFP is presented below:

| <b><u>Activity</u></b>           | <b><u>Target Date (All times are EST)</u></b>                   |
|----------------------------------|-----------------------------------------------------------------|
| Issue Request for Proposal       | October 29, 2026                                                |
| Technical Questions Due          | November 10, 2026 (Noon)                                        |
| Responses to Technical Questions | November 13, 2026, Responses will be posted to the ARC website. |
| Proposals Due                    | December 6, 2026 (7 PM)                                         |
| Services to begin                | March 8, 2027                                                   |

**III. APPLICANT ELIGIBILITY**

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined below are eligible. All proposers must have demonstrated similar project experience to be eligible for consideration. The Atlanta Regional Commission reserves the right to check all references furnished and consider the responses received in evaluating the proposals. We are seeking to collaborate with an organization who has an outstanding track record of reliability and stellar customer service.

At a minimum, but not limited to, the selected firm will be required to adhere to the following:

- Required Certificates of Insurance
- Assurance of Compliance with Title VI of the Civil Rights Act of 1964
- Completion of Debarment and E-Verify forms.

#### **IV. INSTRUCTIONS**

Additional information should not be required to respond to this RFP. However, all questions concerning this RFP must be submitted electronically through the procurement website by 3:00 PM EST on Tuesday, November 10, 2026. Question submitted after this deadline or through any other means will not be considered.

To ensure fairness and transparency, respondents are prohibited from contacting any ARC staff, board members, or consultants regarding this solicitation outside of the formal Q & A process. Official responses to all timely submitted questions will be posted on the procurement website as a written addendum by 5:00 PM EST on Friday, November 13, 2026. Only written responses issued through the website shall be considered official and binding.

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

#### **Proposal Deadline**

##### **Electronic Submission Requirements**

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

Respondents must complete the two-step registration process (initial registration and application completion) on the ARC procurement website to access the solicitation and submit a proposal. It is the responsibility of the respondent to ensure successful registration and timely submission.

Proposals must be received no later than Monday, December 7, 2026, at 5:00 PM EST. The procurement system will automatically record the date and submission. Late proposals will not be accepted under any circumstances.

The Respondent(s) is solely responsible for:

- Uploading all required documents;

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

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

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

Proposal evaluation will focus initially on the written proposals. Should it be determined that interviews are required, a “short-list” of firms will be selected from the proposals received. ARC offices are currently closed. Any interview, if necessary, would take place in a virtual environment. ARC reserves the right to award this contract based on initial proposals received without formal interviews. ARC also reserves the right to negotiate the final scope and budget with the selected firm. ARC reserves the right to reject any or all proposals, to request additional information from all proposers, and to waive any informalities during the RFP process. ARC may make such investigations as deemed necessary to ensure that the companies have the requisite experience, skills, and resources to serve the needs of the agency throughout the term of the contract including contacting all listed references. In all cases, the needs and requirements of ARC will be considered first.

Interested firms should submit a proposal that addresses the requirements listed below and the Scope of Services in Exhibit A. Firms should provide a detailed breakdown of the proposed pricing following the general formats provided in Exhibits B-1. Another comparable budget format providing the necessary financial information may be used if B-1 does not suit the purpose.

Proposals must include the following to be considered responsive:

1. Name of lead firm and any sub-contractors.
2. Point of contact (name, title, phone number, mailing address, and email address) at lead firm.
3. A detailed narrative demonstrating the firm’s understanding of ARC and its work.
4. Information showing experience, demonstrated competence, and qualifications of the firm.
5. Description of experience with public agency clients.
6. Budget in the format of Exhibits B-1.
7. The most recent firm audit and any ongoing or settled findings.
8. A review of any potential conflicts with proposals to resolve those conflicts included.
9. List of any litigation in the past five years against the firm, for which the firm is the primary defendant.
10. Any other pertinent information, including any other essential costs or materials required.

Ownership of all data, materials and documentation prepared for and submitted to ARC in response to the RFP shall belong exclusively to ARC and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18-70, et. seq., unless otherwise provided by law. Any confidential information in the proposal must be marked as such to be withheld from open records.

ARC encourages participation of Minority Owned Business Enterprises (MBE), Women's Business Enterprises (WBE), Small Business Enterprises (SBE) and Disadvantaged Business Enterprises (DBE) businesses in its procurement opportunities. Our procurement policy and outreach efforts ensure that these businesses have equal opportunity to compete for and do business with the agency. We continuously seek to identify qualified MBEs, WBEs, SBEs and DBEs. If you qualify as one of those types of business, please identify yourself as such in the proposal.

## **V. EVALUATION CRITERIA**

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

1. Understanding of the Atlanta Regional Commission and its work (25%)
2. Understanding of the Atlanta Regional Commission's major strategic challenges (25%)
3. Related experience, strength of qualifications, versatility in subject matter expertise (25%)
4. Budget (15%)
5. References of the firm or project team (10%)

## ATTACHMENT A SCOPE OF SERVICES

- I. General: The work to be accomplished by the firm or firms selected is in support of the following ARC Cost Center:

| <u>Cost Center No.</u> | <u>Cost Center Title</u> |
|------------------------|--------------------------|
| 723AN                  | ARC GF                   |

The work to be accomplished by the Consultant selected will be charged to the applicable ARC work program component. Federal Public Affairs work will be overseen by and charged to the Government Affairs and Policy Group within the Office of Legal and External Affairs.

This work shall be performed between March 8, 2027, and September 30, 2028. There shall be two extensions of two years each available.

- II. Background: The Atlanta Regional Commission (ARC) is the statutorily created Regional Commission and Metropolitan Area Planning and Development Commission for the 11-county Atlanta region. Since 1947, ARC and its predecessor agencies have helped focus the region's leadership, attention, and resources on critical issues.

The agency serves as a regional convener, bringing diverse stakeholders to the table to address important issues facing Metro Atlanta. ARC is federally designated as the Metropolitan Planning Organization (MPO), Area Agency on Aging (AAA), Atlanta Regional Workforce Development Board, Economic Development District (EDD), and Urban Area Security Initiative (UASI) administrator. ARC also provides staffing to the state-level Metropolitan North Georgia Water Planning District (MNGWPD).

ARC's member governments are Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, and Rockdale counties and the city of Atlanta. The various regional designations may include different local jurisdictions.

- III. Purpose: ARC manages multiple policy-oriented relationships across all levels of government. The agency is a trusted institution in Metro Atlanta, routinely convening the region's leaders and engaging them about issues important to the region's overall wellbeing, such as population forecasts and economic trends.

In addition, ARC engages policymakers in several specific areas tied to its operations, including transportation and land use planning, aging and independence services, workforce development, economic competitiveness, natural resources, and homeland security. ARC values maintaining existing relationships, building new connections, and using data and messaging to foster thoughtful policy.

To accomplish these goals, ARC's Government Affairs and Policy (GAP) Group provides reliable information, analysis, and outreach that educates leaders and enhances the agency's reputation as an authoritative resource for sound policymaking. GAP seeks a qualified firm or firms (referred hereafter as the Consultant) to assist this sophisticated operation at the federal level.

IV. Work and Services: The Consultant shall personally perform, in a satisfactory and proper manner as determined by ARC, the following work and services:

A. In General: Develop and execute annual strategic recommendations reflecting legislative, executive, judicial, and political dynamics, such as the congressional calendar for reauthorizations and appropriations, congressional and administration priorities, and interbranch relations, and identify ways for ARC to meet institutional needs while meaningfully contributing to government partners.

B. Scopes of Work:

1. *Strategic Consulting, Education, and Outreach*

The Consultant shall:

- Facilitate and suggest specific actions for the agency to take to facilitate educational outreach both in Congress and within the executive branch, including coordinating meetings with select congressional offices or agencies, coordinating and preparing testimony before committees and subcommittees, and arranging periodic briefing meetings for the agency's government affairs staff and, if necessary, senior leadership;
- Assist ARC staff in preparing strategy for engagement with congressional offices or executive branch officials;
- Advise ARC during major federal reauthorizations (e.g. surface transportation, Older Americans Act, workforce programs) about strategic positioning and policy;
- Develop strategies to deal with issues affecting ARC operational programming that may arise from actions taken by the federal government;
- Advise ARC on maintaining necessary liaisons with members of the Georgia congressional delegation and other key congressional members to keep the public informed on work of the agency; and
- Assist ARC with development of informational briefing materials for members of the Georgia congressional delegation, federal agency officials, and others as necessary.

## *2. Legislative Reporting*

The Consultant shall:

- Monitor and report the actions of the United States House of Representatives and the United States Senate, particularly related to annual appropriations bills and major federal reauthorization bills relevant to the agency;
- Specifically monitor the activities of certain committees of jurisdiction including:
  - In the House of Representatives, the Committees on—
    - Appropriations;
    - the Budget;
    - Education and the Workforce;
    - Homeland Security;
    - Natural Resources; and
    - Transportation and Infrastructure; and
  - In the Senate, the Committees on—
    - Aging;
    - Appropriations;
    - Banking, Housing, and Urban Affairs;
    - the Budget;
    - Commerce;
    - the Environment and Public Works;
    - Health, Education, Labor, and Pensions; and
    - Homeland Security and Government Affairs; and
- Provide timely analysis of major bills at the direction of the Senior Policy Advisor, Federal Affairs.

## *3. Executive Reporting*

The Consultant shall:

- Monitor and report the actions of relevant federal agencies that may affect ARC operational programming, including the —
  - Department of Commerce;
  - Department of Health and Human Services;
  - Department of Homeland Security;
  - Department of Labor;
  - Department of Transportation;
  - Environmental Protection Agency;

- Office of Management and Budget; and
- U.S. Army Corps of Engineers; and
- Monitor and report to ARC about the issuance of any new rulemaking, executive orders, agency orders and guidance, presidential actions, or related item that may affect ARC operational programming.

#### 4. *Judicial Reporting*

The Consultant shall:

- Monitor and report on all relevant federal litigation that may affect ARC, including—
  - Litigation involving both existing and subsequent executive orders or actions;
  - Litigation involving federal agency rule making; and
  - Litigation involving reauthorizations relevant to ARC.

#### 5. *General Expectations*

The Consultant shall:

- Provide timely updates via email or phone to the Senior Policy Advisor, Federal Affairs or his/her designee about developments at the federal level, including legislation, regulations, executive orders, federal judicial decisions;
- Attend a virtual meeting at least once per month to inform the Senior Policy Advisor, Federal Affairs and other ARC personnel to provide updates about the current status of relevant activities;
- Provide a written report to the Senior Policy Advisor, Federal Affairs or his/her designee on at least a monthly basis containing, at a minimum, a summary of the progress for activities as outlined above, a summary of all meetings and discussions held on ARC's behalf, and the status of federal political, policy, and regulatory issues which may affect the agency;
- Attend, within the first 90 days of the contract, an orientation session in Atlanta to meet with ARC personnel and learn more about the various operating departments;
- Participate in an in-person strategic planning session at least once per year in Atlanta at the direction of the Senior Policy Advisor, Federal Affairs or his/her designee;

- Prepare a written review of the preceding year's activities and a written plan for the upcoming year's activities and strategies for ARC executive leadership; and
- Collaborate as necessary or requested with other ARC consultants in pursuit of agency goals.

**EXHIBIT B**  
**COMPENSATION AND METHOD OF PAYMENT**

Compensation- For the provision of such public affairs work, the Firm shall be paid on a monthly basis as listed on Exhibit B-1. The nature of this work is such that demand is ongoing and not appropriate for hourly rates or fee structures. Such costs shall include the Firm's overhead and profit and all direct costs incurred in connection with the provision of such services.

Method of Payment - The Firm shall be paid monthly for the services performed to ARC's satisfaction hereunder. The Firm shall, within ten (10) days of the end of each month, submit to ARC an itemized statement of the services performed during such month and the compensation to be received therefor. ARC shall, subject to its audit and review of same, promptly pay the amount due for such services.

EXHIBIT B-1  
Proposed Project Budget

|                                                                                                               | <u>Total Est. Cost</u> |
|---------------------------------------------------------------------------------------------------------------|------------------------|
| 1. <u>Direct Labor</u>                                                                                        |                        |
| (List by position all professional personnel participating in project)                                        |                        |
| <b>Total Direct Labor</b>                                                                                     | \$ _____               |
| 2. <u>Overhead Cost</u>                                                                                       |                        |
| (OMB circulators A-87 and A-122)                                                                              |                        |
| (Overhead percentage rate) X (Total Direct Labor)                                                             |                        |
| <b>Total Overhead</b>                                                                                         | \$ _____               |
| 3. <u>Other Direct Costs</u>                                                                                  |                        |
| (List other items and basis for computing cost for each. Examples include computer services, equipment, etc.) |                        |
| <b>Total Other Direct Costs</b>                                                                               | \$ _____               |
| 4. <u>Subcontracts</u>                                                                                        |                        |
| (For each, list identity, purpose, and rate)                                                                  |                        |
| <b>Total Subcontracts</b>                                                                                     | \$ _____               |
| 5. <u>Profit</u> (Percentage rate X basis)                                                                    |                        |
| <b>Total Profit</b>                                                                                           | \$ _____               |
| <b>Total Estimated Cost and Profit</b>                                                                        | \$ _____               |

EXHIBIT C  
SAMPLE FORM OF AGREEMENT

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ of Atlanta, Georgia (hereinafter referred to as the "Consultant") and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as "ARC").

WITNESSETH THAT:

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

WHEREAS, the Consultant desires to render such services in connection with the project;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Engagement of the Consultant. ARC hereby agrees to engage the Consultant and the Consultant hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC, the work and services described in Attachment "A" which is attached hereto and made a part hereof.
3. Time of Performance. The services of the Consultant are to commence immediately upon execution of this agreement. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A." All work and services required hereunder shall be completed on or before \_\_\_\_\_.
4. Compensation. The Consultant shall be compensated for the work and services to be performed under this agreement as set forth in Attachment "B" which is attached hereto and made part hereof. Compensation for work and services in the performance of this contract shall not exceed \_\_\_\_\_.
5. Approval of Subcontracts. None of the work or services to be performed under this agreement by the Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or his authorized agent. If such approval is requested, all subcontract documents shall be submitted to ARC's Executive Director or his authorized agent, for his review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or his authorized agent, the Consultant shall provide ARC with such documentation as ARC's Executive Director shall require, regarding the method the Consultant used in selecting its subcontractor. The Consultant acknowledges that if work or services to be performed under this agreement is financed solely or partially with federal funds, the selection of subcontractors is governed by regulations requiring competition between potential subcontractors or adequate justification for sole source selection. The Consultant agrees to abide by such regulations in its selection procedure.

6. Prompt Payment and Retainage. The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC.

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

7. Assignability. The Consultant shall not assign, sublet or transfer all or any portion of its interest in this agreement without the prior written approval of ARC.
8. Amendments. ARC may require changes in this agreement. Except for termination for cause or convenience, such changes, including any increase or decrease in the amount of the Consultant's compensation shall be incorporated in written amendments to this agreement. Amendments to this agreement may be executed on behalf of ARC only by ARC's Executive Director and Chairman.
9. Insurance. The Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, and Property Damage coverage.
10. Indemnification. The Consultant shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees and costs, that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the consultant or any person employed by the consultant.
11. Formal Communication. Formal communications regarding this agreement shall include, but not necessarily be limited to correspondence, progress reports and fiscal reports.

All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Consultant (executor) and ARC's Executive Director. However, the Consultant executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation.

In this regard, ARC's Executive Director hereby designates the \_\_\_\_\_ as his agent for purposes of this contract only, except for Amendments and Terminations.

12. Reports. The Consultant shall furnish ARC with narrative progress reports, in such form and frequency as may be specified by ARC's Executive Director or his authorized agent, outlining the work accomplished by the Consultant during the period, including the current status of the Project, and the percentage of work which has been completed.
13. Financial Reports. In addition to other records required by this contract, the Consultant agrees to provide to ARC such additional financial reports in such form and frequency as ARC may require in order to meet ARC's requirements for reporting to the Concerned Funding Agencies.

14. Program Fraud and False or Fraudulent Statements or Related Acts. The 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, the 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, the 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 the Consultant to the extent the Federal Government deems appropriate.
15. Review and Coordination. To ensure adequate assessment of the Consultant's project and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The Consultant may be required to meet with designated representatives of ARC and the Concerned Funding Agencies from time to time to review the work and services performed. The Consultant shall be given reasonable written notice of such meetings.
16. Inspections. Authorized representatives of ARC and the Concerned Funding Agencies may at all reasonable times review and inspect the Project activities and data collected pursuant to this agreement. Except where specifically prohibited by law, all reports, studies, records, and computations prepared by or for the Consultant under this agreement shall be made available to authorized representatives of ARC and the Concerned Funding Agencies for inspection and review at all reasonable times in the Consultant's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Consultant of its professional obligation to correct, at its expense, any errors found in the work unless such errors can be shown to be caused by inaccurate or incomplete information provided by ARC.
17. Maintenance of Cost Records. The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and shall make such material available at all reasonable times during the period of the agreement, and for three years from the date of final payment under the agreement, for inspection by ARC, the Concerned Funding Agencies, and if the work and services to be performed under this agreement is wholly or partially funded with federal funds, the Comptroller General of the United States, or any of their duly authorized representatives. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.
18. No Obligation by the Federal Government. ARC and the Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to ARC, the Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
19. Status as Independent Consultants. Nothing contained in this agreement shall be construed to constitute the Consultant or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of ARC, nor shall either party to this agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent Consultant.
20. Consultant's Personnel. The Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this agreement. Such personnel shall not be

employees of ARC, nor shall such personnel have been employees of ARC during any time within the twelve-month period immediately prior to the date of this agreement, except with the express prior written consent of ARC. Further, the Consultant agrees that no such former ARC employees shall be involved in any way with the performance of this agreement, without the express prior written approval of ARC.

21. Employees' Rate of Compensation. The rate of compensation for work performed under this project by a staff member or employee of the Consultant shall not exceed the compensation of such person that is applicable to his or her other work activities for the Consultant. Charges for salaries and wages of individuals shall be supported by time and attendance and payroll distribution records.
22. Interest of Consultant. The Consultant covenants that neither the Consultant, nor anyone controlled by the Consultant, controlling the Consultant, or under common control with the Consultant, nor its agents, employees or Consultants, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this agreement no person having any such interest shall be employed by the Consultant as an agent, Consultant or otherwise. If the Consultant contemplates taking some action which may constitute a violation of this paragraph, the Consultant shall request in writing the advice of ARC, and if ARC notifies the Consultant in writing that the Consultant's contemplated action will not constitute a violation hereof, then the Consultant shall be authorized to take such action without being in violation of this paragraph.
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 here from.
25. Compliance with Requirements of the Concerned Funding Agencies. The Consultant shall be bound by the applicable terms and conditions of the Grant Contract between ARC and the Concerned Funding Agencies which said Grant Contract is on file in the offices of ARC and is hereby made a part of this agreement as fully as if the same were attached hereto. ARC will notify the Consultant in writing of any applicable changes within a reasonable time after ARC has received appropriate notice of such changes from the Concerned Funding Agencies.
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 the Consultant other than as provided in this agreement. The Consultant acknowledges that matters regarding rights to inventions and materials generated by or arising out of this agreement may be subject to certain regulations issued by the Concerned Funding Agencies.

27. Data and Software Licensing. During performance of the work covered by this Agreement ARC may provide certain data or software products, such as aerial photography or commercially available planning data and software, to the Consultant that have been obtained from various sources under specific licensing agreements. The Consultant acknowledges that any data or software that ARC may provide hereunder is provided as a non-exclusive, non-transferable, limited license for the Consultant or its Sub-consultants to use the data or software for the work covered by this Agreement only. The Consultant shall not redistribute, republish or otherwise make this data or software available to any party not covered by this Agreement. The Consultant or any Sub-consultants shall not use this data or software for any work not covered by this Agreement. The Consultant further acknowledges that upon completion of the project covered by this Agreement all data and software provided by ARC will be returned to ARC and all copies of the data or software residing on the Consultant's or Sub-consultant's computer systems will be removed.
28. Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this agreement shall not be presented or published without first submitting the same to ARC for review and comment. No such presentation shall be made until comments have been received from ARC regarding such review; provided, however, if such comments have not been received by the Consultant within thirty calendar days after such submission, it shall be presumed that ARC has no objection thereto. ARC's comments, objections, reservations or disagreements regarding such material shall be accommodated as ARC shall specify.
29. Assurances. The Consultant hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," Executive Order 12372, "Intergovernmental review of Federal programs," U.S. Office of Management and Budget Circular Nos. A 21, "Cost Principles for Educational Institutions," and A 133, "Audits of States, Local Governments and Non-Profit Organizations," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use and audit of federal funds for this federally assisted project. 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, the Consultant gives assurance and certifies with respect to this agreement that:
- a. For all agreements:
- i. It possesses legal authority to apply for this agreement, and, if appropriate, to finance and construct any proposed facilities; and, any required resolution, motion or similar action has been duly adopted or passed as an official act of the Consultant's governing body; that proper authorization exists for the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Consultant to act in connection with the application and to provide such additional information as may be required, and, upon ARC approval of its application, that the person identified as the official representative of the Consultant is authorized to execute an agreement incorporating the terms of its application.

- ii. It understands that the phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.
- iii. It will comply with Title VI of the Civil Right Act of 1964 (P.L. 88-352 and 42 USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, handicap, religion, creed or belief, political affiliation, sex, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any project or activity for which the applicant receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. The Consultant shall take affirmative action to ensure that qualified applicants are employed, and qualified subcontractors are selected, and that qualified employees are treated during employment, without regard to their age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities.

The Consultant shall in all solicitations or advertisements for subcontractors or employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall not discriminate against any qualified client or recipient of services provided through this agreement on the basis of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall cause foregoing provisions to be included in all subcontracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

The Consultant shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as ARC or the Concerned Funding Agencies may require.

The Consultant agrees to comply with such rules, regulations or guidelines as ARC or the Concerned Funding Agencies may issue to implement the requirements of this paragraph.

- iv. It will comply with applicable requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted projects.
- v. It will comply with the applicable provisions of the Hatch Act which limits the political activity of employees.
- vi. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- vii. It will cooperate with ARC in assisting the Concerned Funding Agencies in this compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through ARC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible

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

- viii. For agreements not involving federal financial assistance for construction, it will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Concerned Funding Agencies, through ARC, of the receipt of any communication from the Director of the EPA Office of Federal Activities indicting that a facility to be used in the project is under consideration for listing by EPA.
- ix. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
- x. The Consultant agrees that throughout the performance of this contract it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13-10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Consultant will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
- xi. The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

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

The Consultant shall not retaliate or take any adverse action against any employee or any subcontractor for reporting or attempting to report a violation(s) regarding applicable immigration laws.

- b. For agreements involving either full or partial federal financial assistance for construction projects(s):
  - i. It will comply with the provisions of Executive Order 11296, relating to evaluation of flood hazards, and Executive Order 11288, relating to the prevention, control, and abatement of water pollution.
  - ii. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by, the Physically Handicapped," Number A117 1-1961, as modified (41 CFR 101 - 17.703). The Consultant will be responsible for conducting inspections to ensure compliance by the Consultant with these specifications.
- c. For agreements exceeding \$ 100,000.00 in federal financial assistance:

- i. It will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

30. Certifications.

- a. Prohibition Against Use of Funds to Influence Legislation (Lobbying). No part of any funds under this agreement shall be used to pay the salary or expenses of any Consultant, or agent acting for the Consultant, to engage in any activity designed to influence legislation or appropriations pending before the Congress as stated in 49 CFR 20.
- b. Debarment and Suspension. The Consultant agrees to comply with the nonprocurement debarment and suspension rules in 49 CFR 29.
- c. Drug-Free Workplace. The Consultant agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower tier Consultants.
- d. The Consultant agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

31. Termination for Mutual Convenience. ARC or the Consultant may terminate this agreement in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall, through formal written amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs. Settlement will be made in accordance with the terms and conditions of this agreement. ARC shall allow full credit to the Consultant for the ARC share of the non-cancelable obligations, properly incurred by the Consultant prior to termination.

32. Termination for Convenience. ARC may terminate this agreement, in whole or in part, at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. In that event, all information and material produced or collected under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become its property. If this agreement is terminated by ARC as provided in this paragraph, the Consultant will be reimbursed for the otherwise allowable actual expenses incurred by the Consultant up to and including the effective date of such termination, as authorized in Attachment "B." The Consultant shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. ARC shall evaluate each noncancelable obligation to determine its eligibility for inclusion in project costs.

33. Termination of the Agreement for Cause. If the Consultant, due to its action or failure to act, shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if the Consultant has or shall violate any of the covenants, agreements, representations or stipulations of this agreement, ARC shall thereupon have the right to terminate this agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all information and materials collected or produced under this agreement and/or used in the performance of the scope of services shall, at the option of ARC, become

its property. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed under the Scope of Service up to and including the effective date of termination as authorized in Attachment "B." Notwithstanding the foregoing to the extent provided by law, the Consultant shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this agreement by the Consultant and ARC may withhold any payments to the Consultant for the purpose of set-off for damages caused by the Consultant's breach, until such time as the exact amount of damages to ARC from the Consultant is determined.

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 the 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 the Consultant from incurring additional obligations during the suspension period. However, unless notified in writing to the contrary, such suspension would not invalidate obligations otherwise properly incurred by the Consultant prior to the date of suspension to the extent that they are noncancelable.
36. Disputes and Appeals Any dispute concerning a question of fact arising either from a Consultant or subgrant selection decision, or under a Consultant or subgrant contract, once executed, shall be decided by the cognizant Center Director who, after advisory consultation with all appropriate ARC officials (e.g., Director of Business Services, General Counsel, etc.), shall promptly reduce such decision concerning the question of fact to writing and mail, or otherwise furnish a copy thereof, to the disputing party (i.e., as appropriate, either: the unsuccessful proposer; or the Consultant or subgrantee). The Center Director shall concurrently fully advise the disputing party, in writing, of the provisions outlined herein below concerning the disputing party's right to appeal the decision to the ARC Executive Director. A copy of all such documents shall also be furnished to the Director of Business Services.

The decision of the Center Director shall be final and conclusive unless, within ten (10) calendar days of receipt of such written decision, the disputing party mails or otherwise furnishes a written appeal concerning the question of fact to the ARC Executive Director, who shall arrange a formal hearing within twenty (20) calendar days after receipt of such appeal. Both the appealing party and the cognizant Center Director shall be notified no less than five (5) calendar days in advance of the hearing and shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within twenty (20) calendar days after the hearing, the Executive Director shall make a decision concerning the question of fact in writing to the appealing party and to the cognizant Center Director. A copy of the decision shall also be furnished to the Director of Business Services.

The decision of the Executive Director concerning the question of fact shall be final and conclusive unless determined by the cognizant grantor agency or agencies, or the Comptroller General of the United States, or a court of competent jurisdiction to have been arbitrary, capricious, an abuse of discretion or otherwise not in accordance with the law.

Pending final decision of an appeal to the Executive Director under a Consultant or subgrant contract already executed, the Consultant or subgrantee shall proceed diligently with the performance of the contract and in accordance with the cognizant Center Director's decision.

Nothing in the foregoing shall be construed as making final the decisions of the cognizant Center Director or the Executive Director as such decision relate to question of law.

37. Applicable Law. This agreement shall be deemed to have been executed and performed in the State of Georgia. All questions of interpretation and construction shall be construed by the laws of Georgia.

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

ATTEST

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Assistant Secretary

ATLANTA REGIONAL COMMISSION

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Board Chairman