

Atlanta UASI/Homeland Security & Emergency Preparedness

Atlanta Regional Commission Homeland Security and Emergency Preparedness Urban Area Security Initiative of Atlanta, Georgia

March 6, 2024, REQUEST FOR PROPOSAL

(Anti-Scale Portable Deployable Crowd Control Fencing; Portable Deployable Pole-Mounted Security Camera System)

Introduction

The Atlanta Regional Commission (ARC), an instrumentality of the State of Georgia with its office located at 229 Peachtree Street, NE, Suite 100, International Tower, Atlanta, Georgia 30303, is seeking request for proposals for various products and equipment from vendors in its administration of the Atlanta Urban Area Security Initiative (UASI) Program. The purpose of this project is to build the region's preparedness capabilities. As a work program within the ARC, the Homeland Security and Emergency Preparedness Department (HSEP) manages Atlanta UASI on behalf of the City of Atlanta and the five core counties (Clayton, Cobb, DeKalb, Fulton, and Gwinnett). The group's duties include coordinating the planning, training, exercises, equipping, and communications among the police, fire, and emergency management of the six-member jurisdictions: all in preparation for any foreign or domestic terrorist event. Funding for this project is from Grant Award Number: EMW-2022-SS-00048 and EMW-2023-SS-00099 through the Department of Homeland Security.

This regional project is intended to provide **Anti-Scale Portable Deployable Crowd Control Fencing; Portable Deployable Pole-Mounted Security Camera Systems** as outlined in the Scope of Services, Exhibit-A & B, for our regional Law Enforcement Departments. Vendors may bid on individual products/equipment listed or any combination thereof, provided they meet the specifications of this request for proposal. If a combination bid is provided, an itemization cost of each product/equipment is required with a total cost. This procurement solicitation may result in an award of multiple vendors. Each product and/or piece of equipment outlined in exhibits is to be delivered to a jurisdiction/location listed in the eventual Purchase Order(s). Bids will be considered based on the completion and minimal modification costs and according to compliance with specifications and other criteria described herein.

Evaluation Criteria

Vendor selection will be based on "Best Value" to the ARC and the Operating Agency. The ARC and the Operating Agency shall solely determine the "Best Value" by evaluating each vendor proposal per the criteria described below.

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

1. Strength of Equipment Specifications (35%).
2. Equipment Compatibility to Existing Equipment (30%)
3. The ability to demonstrate capability (25%).
4. References/letters of organization support (5%).
5. Cost (5%)

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Award Procedure

ARC reserves the right to make an award without further discussion of the qualifications and/or subsequent proposals received. Therefore, it is important that the qualifications be submitted initially on the most favorable terms from both a technical and cost standpoint. After submission of the qualifications and closing thereof, no information will be released until after the selection of vendor(s) is determined and contract(s) executed. ARC reserves the following rights: (1) to reject any and all qualifications received; (2) to decide to receive some, but not all, of the services requested in this RFP; and (3) that any qualified proposals submitted become part of the official file, without obligation or cost to the ARC.

Scope of Services

Overall requirements and specifications for the equipment being procured are attached as Exhibits - A & B and provide the scope of service expected from the vendor(s). If there are any software, license renewals, and/or subscriptions, those costs must be itemized and included in the total costs on the budget format in the respective exhibit budget format.

Bid Guidelines

This request is governed by ARC's purchasing and procurement guidelines. Interested vendors should submit a bid that addresses the specifications listed in the Exhibits attached. Proposers must respond to this Request for Proposal with written proposals following all requirements outlined in this document. The proposal that sufficiently meets all specifications for all or any of the equipment or products will be the determining factor for the bid award. ARC reserves the right at any time to reject any and all bids, cancel this solicitation, or, solely at its discretion, follow up for any clarification needed from vendors. ARC has the right to determine responsiveness or lack thereof with no opportunity to cure.

Interested vendors should ensure that any bids submitted include all the required information. Any questions regarding this solicitation should be submitted in writing via e-mail to uasi-rfq@atlantaregional.org no later than **Tuesday, March 12, 2024, at 5:00 PM EST**. All questions received and responses to those questions will be posted on the ARC website by **5:00 PM EST, Tuesday, March 26, 2024, @** <https://atlantaregional.org/procurement/>.

Instructions

The intent to submit a Request for Proposal is due by **Friday, April 5, 2024 (5 PM EST)**. Bids are due by **Noon 12:00 PM EST on Monday, April 8, 2024**. It is anticipated that the contract award will be made on or near **Friday, April 26, 2024**.

ARC must receive a sealed package that contains one (1) hard copy and one (1) copy emailed in digital PDF format for the bid and all required information contained herein. The hard copy and digital copy received by ARC must be identical in content, and it is the responsibility of the vendor to ensure content matches. If conflicting copies are received, ARC will utilize the digital copy for the evaluation process.

It is the Vendor/Bidder's responsibility to check the ARC Procurement Website - <https://atlantaregional.org/procurement/> for any addendums prior to submitting a final proposal.

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To ensure your bid is received, please email the digital PDF copy to uasi-rfq@atlantaregional.org by **12:00 PM EST Monday, April 8, 2024**. All bids must be submitted to the below-listed address. Email the hard copy tracking number with company information to uasi-rfq@atlantaregional.org. **The hard copy must be received by 12:00 PM EST on Monday, April 8, 2024.**

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ATTN:

Brian Danekes
International Tower
229 Peachtree Street NE
Suite 100
Atlanta, GA 30303

- A.** Bids must clearly address all specifications outlined in the corresponding Exhibit A & B, must be submitted on vendor letterhead or branding, and include the following:
1. Name of Vendor and any Sub-Contractors.
 2. Point of contact (name, title, phone, and email).
 3. Qualification and technical competence of vendor and /or subcontractor in the type of work required.
 4. Official quote.
 5. Any references submitted must include a contact name, phone number, and email.
 6. Proposed schedule and timeline for deliverables in weeks in the space provided.
 7. Description of all the specifications in completed Exhibits.
 8. Proposed unit cost for line item(s) detail in a completed Exhibit.
 9. Any bids submitted late, or not clearly following the instructions outlined above shall be deemed non-responsive.
- B.** ARC is subject to the Georgia Open Records law. All bids submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to protected information. Entire bids marked confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct. Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of the individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict. ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude an award to the respondent.

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- C. There will be a teleconference for this Pre-Bid on **Tuesday, March 19, 2024, at 2:00 PM EST**. The call-in number is **1(470) 419-6063** using conference ID **999 837 067#**. It is the vendor's responsibility to ensure that they have secured and thoroughly reviewed all aspects of the bidding documents prior to the Pre-Bid teleconference. Information about the bidder's conference is outlined below, along with this request for proposal schedule of milestones.

Issue Request for Proposal	Wednesday, March 6, 2024
Vendor Questions Related to RFP	Received until Tuesday, March 12, 2024, 5:00 PM EST to UASI-RFQ@atlantaregional.org
Bidder's Teleconference (Microsoft Teams)	Tuesday, March 19, 2024, from 2:00 PM until 3:00 PM EST Call-in number: +1 470-419-6063 , Phone Conference ID: 999 837 067#
UASI Response to Questions	Tuesday, March 26, 2024, Responses will be posted to ARC's website.
Intent to Submit	Friday, April 5, 2024 (5:00 PM EST). Email to UASI-RFQ@atlantaregional.org
Proposals Due	Monday, April 8, 2024 (12:00 PM EST)
Interview (if necessary)	Monday, April 15, 2024 (2:00 PM EST)

General Specifications applicable for all Items listed in Exhibits

- A. Bids submitted must contain a unit price for the specified item(s). For any bid solicitation that contains a request for separate pricing of options for the specified item(s), pricing must be provided for the specified item(s) and any other qualifying option(s) listed. If pricing is provided for only the listed option(s), or pricing for options is not clearly itemized, the bid for that specified item will be deemed as non-responsive and will be rejected.
- B. The unit price for any specified item shall be defined as the price for the manufacturer's standard model, furnished complete with all standard equipment and factory-installed accessories listed in the manufacturer's printed literature for the respective unit, and any additional equipment defined herein by the ARC listed in Exhibit A through C.
- C. ARC reserves the option after bids are opened to adjust the quantities listed on the individual specifications upward or downward, subject to the availability of funds, and/or make an award by line item. Therefore, the ARC shall not be liable for any contractual agreements/obligations the Contractor/Supplier enters into based on the ARC purchasing all the quantities specified herein.
- D. ARC reserves the right to INCREASE quantities during the twelve-month period following the issuance of the first purchase order subject to agreement in writing by the Contractor/Supplier to honor the same bid price. During this period, purchase orders will be issued for these items as needed. It is emphasized that the ARC does not guarantee any quantities; rather, the quantities may vary depending on the actual needs of the various jurisdictions.
- E. Award will be made based on the "Best Value" evaluation criteria for the specified item(s) meeting all specifications referenced herein.

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- F.** All items and any relevant components shall be fully equipped, certified as per specifications, and delivered, including any loose equipment, packing cases, documentation, etcetera, and shall be shipped to designated addresses that will be specified for each respective jurisdiction.
- G.** Costs for shipping, setup/and installation must be listed as a separate line item.
- H.** User training must be included with the total bid.
- I.** The item(s) specified herein with delivery tickets and/or other required documents shall be delivered Prepaid F.O.B. Destination to the location(s) shown on the purchase order(s) within the delivery time(s) as listed in the Technical Specifications after receipt of an ARC Purchase Order.
- J.** Should there be any conflict between the General Specifications and the Technical Specifications, the Technical Specifications shall prevail.
- K.** ARC encourages the 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 opportunities to compete for and do business with the agency. We continuously seek to identify qualified MBEs, WBEs, SBEs, and DBEs. If you qualify as one of those types of business, please identify yourself as such in the proposal.

Required Federal Clauses, Certifications, and Prohibitions.

Vendors should note that all ARC solicitations and resulting contracts, a copy of this boilerplate language provided for reference only is attached as Exhibit D, shall contain the following Federal Acquisition Regulations (FAR) <https://www.acquisition.gov/browsefar> and other clauses as applicable.

- A.** Debarment and Suspension.
- B.** Conflict of Interest.
- C.** Lobbying and Certification and Disclosure.
- D.** Sensitive Security Information.
- E.** Federal Civil Rights Laws and Regulations.
- F.** Federal EEO requirements.
- G.** Disadvantaged Business Enterprises/Small and Minority Firms and Women's Business Enterprises.
- H.** Labor Requirements.
- I.** Environmental Protections.
- J.** Energy Conservation.
- K.** Georgia E-Verify.
- L.** Audit requirements.

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- M.** Prohibitions on Purchasing Certain Telecommunications with Federal Award Funds, section 889(b) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, *Pub. L. No. 115-232 (2018)* that prohibits obligating or expending federal award funds on certain telecommunications products or from certain entities for national security reasons.
- N.** On January 24th, 2022, the DHS Program and Financial Assistance Offices (FAOs) notified FEMA of the publication of Grant Alert 22-04, Executive Order (E.O.) 14005, Ensuring the Future Is Made in All of America by All of America's Workers. This EO requires the United States Government to use terms and conditions of federal financial assistance awards to maximize the use of goods, products, and materials produced in and services offered in the United States. Similarly, OMB guidance at 2 CFR 200.322 Domestic preferences for procurements states that "as appropriate and to the extent consistent with law, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award."

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Exhibit-A - Specifications for Anti-Scale Portable Deployable Crowd Control Fencing

The vendor shall provide a 1/2-mile of Anti-Scale Portable Crowd Control Fence AND meet ALL the below listed specifications/conditions.

Specifications	Respond to each Specification Included in Bid Proposal (Yes/No or describe as necessary)
A minimum of 8' in height and 4' in width that can be connected to each other securely with anti-tampering hardware	
A minimum of 10 gauge galvanized welded wire mesh designated as anti-climb	
Must include a steel base plate stand that is a minimum of 4' X 2' in size	
Tamper-proof attachments to securely connect the panels and base plates	
Panel weight must be less than 200 pounds	
Base plates must be less than 200 pounds	
Four (4) pedestrian access gates/panels included	
It cannot be fastened, anchored, or staked to the ground in any manner	
Construction strength and configuration shall be at such a level as to prevent the fence from being pulled down (anti-push), taken apart, set on fire, and easily climbed on	
User Training	
Minimum 1-year warranty	
Black in Color	

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Exhibit-A (Continued)- Cost for Anti-Scale Portable Deployable Crowd Control Fencing

Anti-Scale Portable Crowd Control Fencing <u>1/2-mile</u> at _____	\$ _____ subtotal
User Training	\$ _____ subtotal
Other options/specifications listed in Exhibit B requiring additional cost (describe)	
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
Other options/specifications not listed in Exhibit B requiring additional cost (describe)	
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
Shipping/Delivery/Setup	\$ _____ subtotal
Vendor Total Bid: \$ _____	
Delivery _____ days/weeks upon contract award	

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Exhibit-B - Specifications for Portable Deployable Pole-Mounted Security Camera System

The vendor shall provide **six (6)** Portable Pole-Mounted Security Camera Systems AND meet ALL the below-listed specifications/conditions.

Specifications	Respond to each Specification Included in Bid Proposal (Yes/No or describe as necessary)
Solar; 700-1000 Watt	
Solar Minimum Requirements:	
Fixed Mount	
System Voltage: 12 Volts	
Battery Bank: (2) 12V 8D 250aH Batteries	
Battery Capacity: 400-500aH Total	
Trailer/Mast Minimum Requirements:	
Towable with standard hitch	
Steel or Aluminum	
Shore Power Ready	
Mast Height: 20-25'	
Operation: (1) 1,000lb Hand Winch	
Lockable cabinet(s)	
IP Camera Minimum Requirements:	
(2-4) PTZ Multi-Sensor Security Cameras- (Optical/Thermal)	
Live Streaming	
24/7 recording capability	
Other	
Fusus Compatible	
Cloud-based automated alerts (email, SMS)	
Flood Lights	
Two-Way Speaker	
Strobe Lights	
IOS and Android App compatible	

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Exhibit-B (Continued)- Cost for Portable Deployable Pole-Mounted Security Camera System

Portable Pole Mounted Security Camera System <u>1</u> at \$ _____ each x 6 = \$ _____ subtotal	
User Training	\$ _____ subtotal
Other options/specifications listed in Exhibit C requiring additional cost (describe)	
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
Other options/specifications not listed in Exhibit C requiring additional cost (describe)	
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
	\$ _____ subtotal
Shipping/Delivery/Setup	\$ _____ subtotal
Vendor Total Bid: \$ _____	
Delivery _____ days/weeks upon contract award	

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Exhibit-C - Terms and Conditions for the Purchase of Goods

THIS AGREEMENT, entered into as of this _____ day of _____, 2024, by and between _____ (hereinafter referred to as the "Seller") and the Atlanta Regional Commission, (hereinafter referred to as "ARC").

WITNESSETH THAT

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

WHEREAS, the Seller desires to sell goods in connection with the Project;

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

1. Contract Formation. These terms and conditions apply to any provision of services or materials by the Seller to ARC. All Goods sold by the Seller are sold subject to these standard terms and conditions (as detailed below), which form part of ARC's contract with the Seller in conjunction with the Purchase Order and the Quotes incorporated as attached. Terms and conditions on the Seller's order form or other similar document shall not be binding on ARC.
2. Non-Exclusive Rights. The Contract is not exclusive. ARC reserves the right to select other Sellers to provide goods and services similar to goods and services described in the Contract during the term of the Contract.
3. Orders. Orders will be deemed to have been placed when the ARC Purchase Order is received by the Seller.
4. Time of Performance. The goods shall be delivered by the Seller upon execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion. All goods shall be delivered, and payment rendered by or before _____, 2023.

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5. Compensation and Method of Payment. The Seller shall be compensated for the work and services to be performed under this contract. Compensation under this contract shall not exceed \$ _____ .00.
6. Scope of Services. The Seller shall do, provide, and carry out in a satisfactory and proper manner the goods and services as described in the Quotes which are attached hereto and made a part hereof.
7. Formal Communication. All formal communication regarding this agreement shall be in writing between the person executing this agreement on behalf of the Seller (executor) and ARC's Executive Director. However, the Seller executor and ARC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this agreement. Any restrictions to such designation must be clearly defined in the written designation. In this regard, ARC's Executive Director hereby designates the Homeland Security and Recovery Group Manager as his agent for purposes of this contract only, except for Amendments and Terminations.
8. Review and Coordination. To ensure adequate review and evaluation of the goods and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the goods and services to be provided hereunder.
9. Inspections. Authorized representatives of ARC may at all reasonable times review and inspect the Project activities and data collected pursuant to this contract. All reports, drawings, studies, specifications, estimates, maps, and computations prepared by or for the Seller, with the exception of any intellectual property, patents, trademarks, trade secrets, or other confidential information of the seller, shall be made available to authorized representatives of ARC for inspection and review at all reasonable times in the Seller's office where data is normally accumulated. Approval and acceptance of such material shall not relieve the Seller of his professional obligation to correct, at his expense, any errors found in the work.
10. Changes. ARC may require changes in the work and services that the Seller is to perform hereunder. Such changes, including any increase or decrease in the amount of the Seller's compensation which are mutually agreed upon by and between ARC and the Seller, shall be incorporated in written amendments to this contract.
11. Assignability. The Seller shall not assign, sublet, or transfer all or any portion of its interest in this Agreement without the prior written approval of ARC's Executive Director or his authorized agent.

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12. No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of the performance of the Contract shall be disseminated except as authorized by law and with the written consent of the ARC, either during the period of the Contract or thereafter. Any data supplied to or created by the Seller shall be considered the property of ARC. The Seller must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of ARC. The Seller shall immediately report to ARC any unauthorized disclosure of confidential information. The Seller's confidentiality obligation under the Contract shall survive termination of the Contract.
13. Payment. Invoices issued by the Seller shall be paid by ARC within thirty (30) days of the date of receipt unless otherwise agreed to. Per the attached Quote, an invoice should be issued upon receipt of the purchase order, with the remaining balance to be invoiced upon delivery.
14. Invoices. Invoices shall contain the legal name and address of the Seller, the payment address of the seller if different, the quantity and description of the item shipped, any remaining items to be shipped if applicable, invoice date, a unique invoice number, and the date of shipment of goods.
15. Interest of Seller. The Seller covenants that neither the Seller nor anyone controlled by the Seller, controlling the Seller, or under common control with the Seller, nor their agents, employees, or subcontractors, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent or tend to prevent, the satisfactory performance of the Seller's service hereunder in an impartial and unbiased manner. The Seller further covenants that in the performance of this contract, no person having any such interest shall be employed by the Seller as an agent, subcontractors, or otherwise. If the Seller contemplates taking some action which may constitute a violation of this paragraph, the Seller shall request in writing the advice of ARC's Executive Director or his authorized agent, and if ARC's Executive Director or his authorized agent shall notify the Seller in writing that the Seller's contemplated action will not constitute a violation hereof, then the Seller shall be authorized to take such action without being in violation of this paragraph.
16. Interest of Member of ARC and Others. No officer, member, or employee of ARC, and no public official of any local government which is affected in any way by the Project, who exercises any function or responsibilities in the review or approval of the Project or any component part thereof, shall participate in any decision relating to this contract which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; nor shall any such officer, member or employee of ARC, or public official of any local government affected by the Project, have any interest, direct or indirect, in this contract or the proceeds arising therefrom.

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17. Assurances. The Seller hereby assures and certifies that it will comply with the appropriate regulations, policies, guidelines, and requirements (as applicable), including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 48 CFR 31, "Contract Cost Principles and Procedures," or other requirements imposed by ARC or the Concerned Funding Agencies concerning requirements of law or project matters as expressly made applicable by ARC herein, as they relate to the application, acceptance, use, and audit of federal funds for this federally assisted project.

Also, the Seller gives assurance and certifies with respect to this agreement that:

For all agreements:

- a. It possesses legal authority to execute this agreement and that the person identified as the official representative of the Seller is authorized to execute an agreement incorporating the terms of its application.
 - b. It will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (41 CFR Part 60).
 - c. The Seller agrees that throughout the performance of this contract, it will remain in full compliance with all federal and state immigration laws, including but not limited to provisions 8 USC 1324a and O.C.G.A. § 13- 10-91 regarding the unlawful employment of unauthorized aliens and verification of lawful presence in the United States. Thereunder, Seller will ensure that only persons who are citizens or nationals of the United States or non-citizens authorized under federal immigration laws are employed to perform services under this contract or any subcontract hereunder.
18. Certifications.
- a. Debarment and Suspension. The Seller agrees to comply with the debarment and suspension rules in 49 CFR 29.
 - b. Drug-Free Workplace. The Seller agrees and certifies that it will comply with the requirements for a Drug-Free Workplace, as described in Section 50-24-3 of the Official Code of Georgia, including passing through this requirement to lower-tier Sellers.
 - c. The Seller agrees and hereby certifies that it will comply with the Georgia Security and Immigration Compliance requirements of O.C.G.A. § 13-10-91.

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19. Indemnification. The Seller shall hold harmless and indemnify ARC, its officers, directors, and employees from and against losses, reasonable attorney's fees, and costs that may be based on any injury to persons or property caused by the negligent performance of services under this agreement by the Seller or any person employed by the Seller.
20. Warranty. Seller warrants that the goods supplied will meet the stipulations of this contract agreement and are of fair average quality within this description and are fit for ordinary purposes for which such goods are used, and are of a similar kind and quality if multiple goods were ordered; and are adequately maintained, contained, and labeled to prevent loss; and conform to the affirmations of the provided quotes and labels.
21. Product Recall. In the event that any of the goods are found by the Seller, ARC, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Seller will promptly communicate all relevant facts to ARC and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude ARC from taking such action as may be required of it under any such law or regulation. The Seller shall perform all necessary repairs or modifications at its sole expense except to any extent that the Seller and ARC shall agree to the performance of such repairs by ARC upon mutually acceptable terms.
22. Termination Due to Non-Availability of Funds. Notwithstanding any other provision of this agreement, in the event that any of the funds for carrying out the functions to which this agreement relates do not become available, then, upon written notice to the Seller, this agreement may be immediately terminated without further obligation of ARC.
23. Termination of the Contract for Cause. If the Seller, due to its action or failure to act, shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Seller has or will violate any of the covenants, agreements, representations, or stipulations of this contract, ARC shall thereupon have the right to terminate this contract by giving written notice to the Seller of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Seller shall have a ten (10) day opportunity to cure or provide a plan to cure upon receipt of notification of termination. ARC reserves the right to reject an unsatisfactory *plan to cure*. *Notwithstanding the foregoing, the Seller shall not be relieved of liability to ARC for damages sustained by ARC by virtue of any breach of this contract by the Seller, and ARC may withhold any payment to the Seller for the purpose of set-off for damages caused by the Seller's breach until such time as the exact amount of damages to ARC from the Seller is determined.*

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24. Termination for Convenience. ARC may terminate this contract at any time by giving written notice to the Seller of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination, provided that the goods purchased has not yet been shipped. If this contract is terminated by ARC as provided in this paragraph, the Seller will be paid either (a) an amount which bears the same ratio to the total compensation to be paid to the Seller under this contract as the services actually performed prior to the termination of this contract bear to the total services to be performed by the Seller under this contract, less payments of compensation previously made, provided, however, that if less than sixty percent (60%) of the services covered by this contract have been performed by the effective date of such termination, the Seller shall be reimbursed (in addition to the foregoing payment) for that portion of the actual out of pocket expenses (not otherwise reimbursed under this contract) incurred by the Seller during the contract period, which is directly attributable to the uncompleted portion of the services covered by this contract; or if payment under this contract is on a cost reimbursement basis, (b) the actual expenses incurred by the Seller prior to the effective date of such termination.
25. Applicable Law. This contract shall be deemed to have been executed and performed in the State of Georgia, and all questions of interpretation and construction shall be construed by the laws of such State.
26. Conflict of Interest and Confidentiality. Ownership of all data, materials, and documentation prepared for and submitted to ARC in response to the proposal 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 information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct, available here: <https://atlantaregional.org/resources/standards-of-ethical-conduct/> Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such disclosure should include the name of the individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict. ARC's General Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.

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

ATTEST:

NAME OF FIRM

By: _____

Title: _____

ATLANTA REGIONAL COMMISSION

ATTEST:

Assistant Secretary

By: _____
Executive Director