

REQUEST FOR PROPOSALS

**REGIONAL LEADERSHIP
INSTITUTE 2024
FACILITATOR SERVICES**

Atlanta Regional Commission (ARC), the regional planning and intergovernmental coordination agency for the 11-county Atlanta, Georgia region, seeks proposals for facilitator services from qualified individuals to facilitate the annual Regional Leadership Institute (RLI). ARC intends to award one contract through December 31, 2024 with the option of two one-year renewals in 2025 and 20-25 pending satisfactory performance and continued availability of funding for subsequent years. It is anticipated that there is \$120,000 available for 2024. Funding for the subsequent years has not been determined at this time and will depend on services needed and funding availability.

Community, equity, and intersections are core pillars of the RLI program. The facilitator helps to build community among the cohort by selecting and leading activities that will enable a diverse group of leaders to build relationships and create a group identity. The facilitator designs and executes leadership activities and conversations to assist participants in drawing connections across the program content and back to their work as regional leaders. The facilitator helps the participants explore and understand equity by designing training and leading conversations that explore race, inequity, and equity.

The facilitator for RLI 2024 is expected to lead the design, planning, and execution of the curriculum, facilitation, and organizing for all parts of the 2024 RLI program and RLI Alumni Engagement events with guidance, yet limited support from ARC staff. These include: the program orientation day, program part-1 and 2 to be conducted at ARC’s offices, program part-3 to be conducted at Lanier Island Legacy Lodge, study groups, and two alumni engagement events. The RLI programming is scheduled as follows:

RLI Orientation	August 21,2024
ARC Day 1	August 29, 2024
ARC Day 2	September 5, 2024
ARC Day 3-4	September 17-18, 2024
RLI Retreat at Legacy Lodge	October 6-9, 2024
Capstone	November 14, 2024
Study Group Dinners (3)	TBD
Alumni Engagement Group Dinners (2)	TBD

The responsibilities of the consultant will include, but not be limited to:

- Creating a curriculum for program orientation and each program day, seeking input from ARC leadership, and finalizing curriculum.
- Contacting and confirming panelists and speakers to participate in orientation and program days.
- Communicating with 2024 RLI class participants and RLI program speakers on all aspects of programming that include information sharing, answering queries, and troubleshooting issues, as applicable.

The successful proposer will have demonstrated experience working with high-level leaders across different sectors including business, non-profit, elected officials, philanthropy, and policy. In addition to having demonstrated experience working with different leadership groups, a successful proposer will have experience facilitating in different settings and with a range of facilitation styles. A successful proposer will also have experience navigating participants through difficult and challenging conversations. They will foster a sense of community among diverse groups of leaders. They will have experience tailoring leadership activities and coaching leaders coming from different organizations and backgrounds seeking to work together. They will also possess content knowledge in areas such as equity, inclusion, and systems change.

Program Overview

RLI is a comprehensive leadership program designed to better prepare a diverse group of community, government, business and nonprofit leaders to work collaboratively in addressing regional issues. Program participants are comprised of leaders from public, private, and non-profit organizations operating in the Georgia Counties of Cherokee, Clayton, Cobb, DeKalb, Douglas, Fayette, Fulton, Forsyth, Gwinnett, Henry, and Rockdale.

During the program, participants delve into topics ranging from housing affordability, transit and transportation planning, economic development, and workforce development. The program's content is connected to the ARC's core functions and key priorities. Over the course of the program, participants hear from some of the region's top leaders and subject experts while exploring policy from an intersectional lens and regional approach.

In addition to exploring core policy issues facing the region, leaders are invited to be reflective about who they are as leaders, what tools and approaches they currently use, and what has informed their leadership.

The program's goals are to:

- Educate leaders about core challenges impacting the region using a regional lens;

- Build relationships of trust between businesses, government, non-profit, civic, religious, racial, ethnic, and cultural groups.
- Create a space for inquiry, discussion, and sharing of knowledge, approaches, tools, and other resources to help leaders better tackle a range of regional policy concerns.
- Foster a network of regional leaders across sectors invested in working collaboratively to create an equitable and inclusive region that serves all its residents.
- Create a shared sense of community in the Atlanta region.

Facilitator Primary Tasks:

- Prior to RLI, the facilitator will coordinate with ARC staff to gain a comprehensive understanding of the program’s goals, content, participants, and the role of the facilitator in ensuring an appropriate flow and relation to leadership content and activities.
- Design and lead curriculum for the full RLI programming. This includes crafting the following:
 - A Leadership Assessment Tool
 - Leadership Activities
 - Gathering Speakers/Panelists
 - Program Evaluations
- Facilitate relationship building and community bonding among participants.
- Managing all communications with RLI Participants Including information sharing, answering queries, and troubleshooting issues, as applicable.
- Acting as the leadership coach and full program facilitator during the week of RLI.
- Review current evaluations and propose evaluation tools and questions to better understand if RLI is meeting learning objectives and program goals.
- Evaluate the effectiveness of leadership activities and following RLI program meet with ARC staff for a full debrief and assessment of RLI.

Task # 1: Curriculum Design and Development

Consultant will lead the design of the curriculum for all parts of the 2024 RLI program and RLI Alumni Engagement events with guidance from ARC staff. These include the program orientation day, program part-1 to be conducted at ARC’s offices, program part-2 to be conducted at Lanier Island Legacy Lodge, study groups, and two alumni engagement events. The responsibilities of the consultant will include, but not be limited to:

- Creating a curriculum for program orientation and each program day, seeking input from ARC leadership, and finalizing curriculum.
- Contacting and confirming panelists and speakers to participate in orientation and program days.
- Communicating with 2024 RLI class participants and RLI program speakers on all aspects of programming that include information sharing, answering queries, and troubleshooting issues, as applicable.

Deliverables:

A draft program curriculum for review and agreement by ARC staff no later than four months ahead of program dates, with a confirmed final program no later than one month ahead of program dates.

- A final program curriculum suitable for use by class participants as well for ARC staff in printed and online format provided to ARC no later than three weeks ahead of program dates.
- Final deliverables include a confirmed and committed set of speakers for each aspect of the RLI Program, no later than four weeks ahead of each program date.

Task # 2: Program Facilitation

The consultant will serve as the lead facilitator for the 2024 RLI program. Tasks will include:

- Identifying, securing (including any associated fees), and administering a leadership assessment tool that best serves the program's goals, learning objectives, and core pillars, as reviewed and agreed to by ARC staff.
- Facilitating relationship building and community bonding among participants via program orientation, communications between program days, and activities during program days.
- Designing and leading leadership activities during RLI program.
- Facilitating pre-designed curriculum activities and discussions.
- Serving as a leadership coach for RLI class participants during the week of RLI

Deliverables:

- Description of leadership assessment provided to ARC for review and agreement no later than six months ahead of RLI program.
- Description of leadership activities selected for RLI program days provided to ARC staff for review and agreement no later than four months ahead of program dates.

Task # 3: Program Administration and Execution

The consultant will work with ARC staff to ensure the timely planning and execution of all administrative and logistical tasks for the 2024 RLI Program and alumni engagement events. Consultant and ARC will set up an ARC approved access to an RLI email address for consultant to access to use in program communications. ARC will provide consultant access to files and information needed to fully plan and conduct program planning and execution. Consultant agrees to ARC ownership of all non-proprietary materials developed for purposed of RLI program and alumni engagement planning and activities. The administrative and logistical support to be provided by the consultant will include but not limited to:

- Preparation of program planning schedule identifying tasks and key planning milestones and deadlines, to be reviewed and agreed to by ARC staff and committed to by consultant team.
- Internal coordination with ARC staff and consultant team regarding clearly defined and agreed to program day roles and responsibilities identified at onset of program

planning efforts. Consultant team is required to participate and lead session for each day of RLI program in person.

- Room configuration and set up as well as general venue set up as needed.
- Logistical assistance to class participants prior to and during program days, including maintaining program timekeeping and consistent flow between activities such as sessions, breaks, meals, and key events. ARC staff will assist in these activities as well.
- Serving as primary point of contact for class participants, panelists, and speakers.
- ARC staff will be supporting the consultant in all aspects as needed and requested.
- Supporting ARC staff on execution of alumni engagement events as needed with a combination of facilitated conversation and networking amongst alumni members. Facilitation will be led by the consultant team.
- Consultant is required to submit monthly progress reports to ARC project manager outlining status of each task and deliverable.
- Consultant is required to meet for 30-minute biweekly check in and progress report meeting with ARC project manager. This meeting can be held virtually.

Deliverables:

- A project plan with key tasks, timelines and milestones for planning purposes that will be met by consultant team and included in monthly progress reports submitted with monthly invoices.
- A diagram or specific description of room set up and configuration needs for RLI program days submitted no later than 4 weeks ahead of each program date.
- An outline in the form of a document identifying specific roles and responsibilities distributed between consultant team and ARC staff for each RLI program date.

Task # 4: Program Evaluation

The consultant will create and deploy an evaluative survey of 2024 RLI class participants as well as assess all elements of the 2024 RLI program. The results of the survey as well as assessment of the program will be compiled into a document to be shared with ARC staff and leadership. A meeting to discuss major findings and proposed changes for the 2025 program will be identified as part of this process.

Deliverables:

- A draft program evaluative survey provided to ARC for review and agreement no later than one month ahead of RLI program dates.
- A report of program evaluation which includes an assessment conducted by consultant as well as report on participant survey results, provided to ARC no later than one month after conclusion of RLI program date.

Project Timeline

The 2024 RLI programming is scheduled as follows:

RLI Orientation	August 21,2024
ARC Day 1	August 29, 2024
ARC Day 2	September 5, 2024
ARC Day 3-4	September 17-18, 2024
RLI Retreat at Legacy Lodge	October 6-9, 2024
Capstone	November 14, 2024
Study Group Dinners (3)	TBD
Alumni Engagement Group Dinners (2)	TBD

Periodic preparation and coordination activities will take place from May 2024 up until the event. The facilitator will meet with ARC staff following the event to debrief, lead evaluation and assessment review, and/or to guide on post-programming leadership assignment follow-up.

INSTRUCTIONS TO PROPOSERS

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 in the RFP are eligible. (If proposal comes from an organization, the specific individual to provide co-facilitation services must be identified.) 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.

Proposal Content

The proposal shall not exceed fifteen (15) pages and contain, at a minimum, the following sections:

- 1) Proposal transmittal letter.
- 2) Point of contact (name, title, phone number, mailing address, and email address).
- 3) Qualifications and technical competence of the facilitator in the type of work required, including certification in the use of leadership or personality assessments.
- 4) A description of experience facilitating similar programs, events, and/or initiatives. Demonstrated experience facilitating groups of high-level leaders representing diverse perspectives and backgrounds. A description of any experience co-facilitating or facilitating in a team setting. Detail examples of programs facilitated in the last five (5) years.
- 5) Propose leadership tools/approaches, and evaluations that will be provided to participants.
- 6) A description of experience facilitating discussions involving topics such as equity, inclusion, and race as well as public policy. Identify key techniques, tools, and exercises the facilitator might employ to aid RLI participants in building leadership skills in these areas.
- 7) Provide two (2) references including the name of the clients, description of work done, dates of the project, and the primary client contact including the name, address, and telephone number.
- 8) Detailed Project Timeline as shown in Exhibit A. Include the number of hours proposed for the scope of work, including advance preparations, coordination meetings, and the weeklong RLI event.
- 9) Proposed project budget by tasks as shown in Exhibit B
- 10) Contract forms in Exhibit C
- 11) Any other pertinent information.

Proposal Evaluation Criteria

Award will be made to that responsible proposer, whose offer conforming to this RFP is considered most advantageous to the RLI program, considering the Evaluation Criteria in this section. Neither the lowest priced nor the highest scoring proposal will necessarily be selected. ARC reserves full discretion to determine the competence and responsibility, professionally and/or financially, of proposers.

ARC reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all proposers during the contract review and negotiation.
- Negotiate any aspect of the proposal with any proposer and negotiate with more than one proposer at the same time.

The proposal evaluation will consider:

- Relevant Past and Present Performance Criteria: Assessment of the proposer's past and present performance will be evaluated relative to the capability to meet the scope of work to be performed (30%).
- Experience with leadership tools/assessments, and appropriateness of tools and activities to the program scope and mission. The proposer should demonstrate an ability to facilitate diverse groups, engage leaders across sectors, and navigate challenging discussions, particularly those involving race, nationality, class, and gender (30%).
- Demonstrated history and experience leading instruction around equity, race, and inclusion, as well as public policy. Demonstrated practice in leading diverse audiences in training in areas such as implicit/explicit bias (30 %).
- Proposed budget: The amount of time allotted to appropriately plan for and carry-out the RLI facilitator services will be considered. Budget is a consideration, but not the only deciding factor (10%). (See Exhibit B.)

Submission of Proposal

Note: Proposals are subject to all applicable provisions of Georgia law.

To receive consideration, proposals must be submitted in accordance with the following instructions:

Firms and/or individuals must respond to this RFP with written proposals as well as electronic versions of their proposals in PDF format. Proposals must be emailed to Melissa Roberts at rli@atlantaregional.org. ARC must receive one (1) hard copy via the address below. Please email confirmation and tracking information of the proposal to Melissa Roberts at rli@atlantaregional.org.

Proposals must be submitted to the following address:

Atlanta Regional Commission
ATTN: Melissa Roberts
Community Development

229 Peachtree Street, NE, Suite 100
Atlanta, GA 30303

Submittals must be received at the ARC by 12:00 noon ET on **Thursday, April 11 2024**. The Atlanta Regional Commission reserves the right to reject any and all proposals, and has the right, at its sole discretion, to accept the proposal it considers most favorable to the organization's interest and the right to waive minor irregularities in procedures.

Contact

Additional information should not be required to respond to this RFP. However, questions should be submitted in writing to Melissa Roberts at rli@atlantaregional.org. All questions must be submitted by 5:00pm on Thursday, March 21, 2024 to ensure a response. All questions received and responses to the questions will be posted on the ARC website by 5:00pm on Wednesday, March 27, 2024.

Other Information

Interviews: Proposers may be invited to an interview with the ARC staff. Selected organizations/individuals will be contacted regarding time and location of an interview, if applicable. ARC reserves the right to award this contract based on initial proposals without conducting interviews.

Compliance with Rules: Proposers responding to this RFP must follow its procedures and requirements. Failure to comply with or complete any part of this RFP may result in rejection of your proposal.

Proposal Withdrawal: Any proposal may be withdrawn at any time before the "Proposal Due" date and time by providing a written request for the withdrawal to the issuing office. A duly authorized representative of the organization shall make the request. Withdrawal of a proposal will not preclude the proposer from filing a new proposal.

Ownership of Documents: Any material submitted by a proposer shall become the property of the Atlanta Regional Commission.

Confidentiality and Conflict of Interest: ARC is subject to the Georgia Open Records law. All proposals submitted will become public records to be provided upon request. Any information containing trade secrets or proprietary information, as defined by state law, must be marked as confidential to prevent disclosure. Confidential markings must be limited to the protected information. Entire proposals marked as confidential will not be honored. Additionally, conflicts of interest are governed by the ARC Standards of Ethical Conduct available here: [Standards of Ethical Conduct](#). Respondents must disclose any potential conflicts of interest that may arise from the provision of services described herein. Such

disclosure should include the name of individual(s) with whom there is a conflict, any relevant facts to the potential conflict, and a description of the internal controls proposed to mitigate any such conflict. ARC's Staff Legal Counsel will determine whether such disclosure presents a potential organizational conflict of interest that should preclude award to the respondent.

Exhibit A

Detailed Project Timeline

Project Timeline – *Periodic preparation and coordination activities will take place from May 2024 up until the November RLI event. Projected timeline is an estimate of hours required and the program may require facilitator flexibility to meet outside listed timeline dates.*

Project Targets	Deadline Date	# of Hours (est.)
RLI Co-Design meetings with ARC Staff	May-July 2024	
RLI coordination and planning meetings (August & September program days)	July 1 – September 2024	
RLI coordination and planning meetings (October program days)	September – October 2024	
Regional Leadership Institute – Orientation, August, September program days- ARC offices metro Atlanta	August 21, August 29, September 5, September 17-18	
Regional Leadership Institute – October program days-Lake Lanier	October 6 – October 9, 2024	
RLI Debrief	November 2024	
RLI Study Groups, Alumni Engagement Events	TBD	
	TOTAL:	

Exhibit B

Price Summary

Position/Staff	Labor Rate

Proposed Project Budget

<u>TASK</u>	<u>AMOUNT</u>
Task 1 – Curriculum Design and Development	
Task 2 – Program Facilitation	
Task 3 – Program Administration and Execution	
Task 4 – Program Evaluation	
<u>TOTAL</u>	

**EXHIBIT C
CONTRACT FORMS**

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Atlanta Regional Commission has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

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

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

E-Verify User Identification Number

Date of Authorization

Company Name

BY: Authorized Officer or Agent

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 201__

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

CONTRACTOR/VENDOR INFORMATION

Legal name & address of
entity with which
ARC is to contract: _____

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

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

Legal entity status (please mark all that apply):
 Corporation Partnership Individual Sole Proprietor
 501C3 501C4 Other Non-profit (describe) _____
 State Government County/Local Government
Other(describe): _____

(Federal) Employer Identification Number: _____
OR
Social Security Number (for an individual): _____

Is this contractor/vendor an attorney/law firm? YES NO

Is this contractor/vendor debarred, suspended, ineligible or excluded from participation in federally funded projects? YES NO

Is this contractor/vendor a:
Disadvantaged Business Enterprise under 49 CFR Part 26? YES NO
Minority or Women

If YES, attach a copy of current certification(s).

Is this contractor/vendor a Non-federal entity that expends \$500,000 or more in a year in Federal awards?
YES NO

If so, attach a copy of most recent single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133.

Certified true and correct:

Name: _____
Title: _____

Signature: _____
Date: _____

EXHIBIT D
CONTRACT BOILERPLATE

ARC Contract
No. _____

CONTRACT FOR CONSULTANT SERVICES

THIS AGREEMENT, entered into as of this ____ day of _____, 2024 by and between XXXX (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"); and

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. Employment 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 contained herein.

2. Time of Performance. The services of the Consultant are to commence immediately upon execution of this contract and shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A". All services required hereunder shall be completed by or before December 31, 2024.

3. Compensation and Method of Payment. The Consultant shall be compensated for the work and services to be performed under this contract as set forth in Attachment "B" which is attached hereto and made a part hereof.

4. Scope of Services. The Consultant shall do, perform and carry out in a satisfactory and proper manner, as determined by ARC's Executive Director, the work and services described in Attachment "A" which is attached hereto and made a part hereof.

5. 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 Director of Livable Communities as her agent for purposes of this contract only, except for Amendments and Terminations.

6. Consultant's Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this contract. 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 hiring of such personnel, except with the express prior written consent of ARC's Executive Director or her authorized agent. Further, the Consultant agrees that no such personnel shall be involved in any way with the performance of this contract, without the express prior written approval of ARC's Executive Director or her authorized agent.

7. Approval of Subcontracts. None of the work or services to be performed under this contract by the Consultant shall be subcontracted without the prior written approval of ARC's Executive Director or her authorized agent. If such subcontracting is authorized as herein provided, all subcontract documents shall be submitted to ARC's Executive Director or her authorized agent, for her review and approval prior to the execution of such subcontract. Further, if requested by ARC's Executive Director or her authorized agent, the Consultant shall provide such documentation as ARC shall require regarding the method the Consultant used in selecting its subcontractor.

8. Review and Coordination. To insure adequate review and evaluation of the work, and proper coordination among interested parties, ARC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. ARC may require the Consultant to meet with designated officials of ARC from time to time to review the work. Reasonable prior notice of such review meeting shall be given the Consultant.

9. Reports. The Consultant shall furnish ARC with a monthly narrative progress report, in such form as may be specified by ARC's Executive Director or her authorized agent, outlining the work accomplished by the Consultant during the month of such report and the current status of the Project, including the percentage of the work which has been completed as of the end of the month of such report. Such report shall be furnished within ten (10) days of the end of the month of such report.

10. 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 Consultant shall be made available to authorized representatives of ARC 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 his professional obligation to correct, at his expense, any errors found in the work.

11. 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 contract, and for three years from the date of final payment under the contract, for inspection by ARC. The Consultant shall include the provisions of this paragraph in any subcontract executed in connection with this Project.

12. Data to be Furnished Consultant. All information, data, reports, records and maps which are existing, readily available and reasonably necessary, as determined by ARC's Executive Director or her authorized agent, for the performance by the Consultant of the work and services required by this contract shall

be furnished to the Consultant without charge by ARC. ARC, its agents and employees, shall fully cooperate with the Consultant in the performance of the Consultant's duties under this contract.

13. Rights in Documents Materials and Data Produced. Consultant agrees that all reports, drawings, studies, specifications, estimates, maps, computations and other data prepared by or for it under the terms of this contract shall be delivered to, become and remain the property of ARC upon termination or completion of the work. ARC shall have the right to use same without restriction or limitation and without compensation to the Consultant other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, or other graphic representations and works of a similar nature. No materials or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Consultant or its subcontractors.

14. Identification of Documents. Unless otherwise provided in Attachment "A", all reports, maps and other documents completed as a part of this contract shall bear on the title page of such report, map or document, the following legend: "Prepared by (insert name of Consultant) under Contract with the Atlanta Regional Commission. The date (month and year) in which the document was prepared shall also be shown.

15. Publication and Publicity. Articles, papers, bulletins, reports or other material reporting the plans, progress, analysis or results and findings of the work conducted under this contract shall not be presented publicly or published without prior approval of ARC's Executive Director or her authorized agent. All such reports, information, data, etc., shall be kept confidential by the Consultant and shall not be made available to any individual or organization by the Consultant, until ARC's Executive Director or her authorized agent authorizes the release of same in writing.

16. 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 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 Consultant's service hereunder in an impartial and unbiased manner. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed by the Consultant as an agent, subcontractor 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's Executive Director or her authorized agent, and if ARC's Executive Director or her authorized agent shall notify 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.

17. 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.

18. Nondiscrimination.

The Consultant will not discriminate against any qualified employee, applicant for employment or subcontractor because of age, handicap, religion, creed or belief, political affiliation, race, color, sex or national origin. The Consultant shall take affirmative action to insure 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.

19. Georgia Security and Immigration Compliance Act. 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.

20. Changes. ARC may require changes in the work and services that the Consultant is to perform hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation which are mutually agreed upon by and between ARC and the Consultant, shall be incorporated in written amendments to this contract.

21. 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's Executive Director or her authorized agent.

22. 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.

23. Insurance. The Consultant will have and maintain insurance coverage that complies with the laws of the state of Georgia, as well as reasonable and prudent business practices. Such insurance shall at least include Worker's Compensation, Public Liability, Property Damage, and Valuable Papers coverage.

24. Termination of the Contract 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. Upon determination by ARC that a breach has occurred, ARC shall give notice to the Consultant of the breach. The Consultant shall have seven days to provide evidence of a satisfactory cure of said breach as determined by ARC. Should ARC determine that termination is appropriate, ARC shall give written notice to the Consultant of such termination and specify 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.

25. 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.

26. 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.

27. 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.

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

ORGANIZATION NAME

ATTEST:

By: _____

Title: _____

ATLANTA REGIONAL COMMISSION

ATTEST:

Assistant Secretary

By: _____

Executive Director

By: _____

Chair