



Ready Appalachia–Local Governments

PROCUREMENT OF SERVICES

Request for Proposals for Program Training and Administration Services

Overview

Summary: The Appalachian Regional Commission (ARC or the Commission) is requesting proposals from qualified contractors to provide services on a firm fixed-price basis to administer the READY Appalachia Local Government training program. The contractor shall provide support services to ARC, which include all management, supervision, and labor for the training program, and the contractor shall plan, schedule, coordinate, and assure effective performance of all objectives, including but not limited to the training sessions, as outlined in Section C, “Scope of Work” and Section D, “Training Requirements.”

Period of Performance: The period of performance for this work order is April 2023–September 2024.

Deadlines: ARC will receive complete responses to this solicitation exclusively via email in portable document format (PDF) until **5 p.m. Eastern Standard Time (EST), March 10, 2023**. Any inquiry about this solicitation must be submitted to Bettina Jones, ARC READY Program Analyst, at ready@arc.gov by 5 p.m. EST on March 3, 2023. ARC will not consider incomplete responses to this RFP or submittals after the date and time herein specified.

Procurement Schedule

Date	Activity
January 13, 2023	Solicitation released
March 10, 2023	Deadline to submit complete proposals (responses to the solicitation)
March 27–April 3, 2023	Interview finalist offerors
April 7, 2023	Notify selected offeror
April 14, 2023	Contract execution
April 14, 2023	Period of performance begins

Type of Contract: ARC anticipates award of a firm fixed-price contract.

Funding: The services sought through this solicitation will be paid with funds from the Infrastructure Investment and Jobs Act, Pub. L. 117-59 (IIJA). The contractor will be paid only for work that has been authorized by ARC and performed in accordance with the work order specifications.

Payment: ARC will pay the contractor, upon the submission of proper invoices and satisfactory completion of the deliverables identified in Section E (“Schedule of Deliverables”), the price stipulated in the contract arising from this procurement activity for services rendered and accepted, less any applicable deductions or withholdings per the United States Treasury Offset Program. Payment shall be made on partial deliverables accepted by ARC if (a) the amount due on the deliverables warrants it; or (b) the contractor requests it and the amount due on the deliverables is at least \$1,000 or 50% of the total contract price.

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Section A. Appalachian Regional Commission Overview

The Appalachian Regional Commission (ARC or the Commission) is a regional economic development agency serving 423 counties across the Appalachian Region (the Region). Established by an act of Congress in 1965, the Commission is composed of the governors of the 13 Appalachian states, as well as a federal co-chair appointed by the president of the United States and confirmed by the Senate. Annually, the group of governors elect one governor to serve as the states' co-chair. ARC serves a 206,000-square-mile region of 26 million people that includes all of West Virginia and parts of 12 other states: Alabama, Georgia, Kentucky, Maryland, Mississippi, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, and Virginia.

ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia to help the Region achieve socioeconomic parity with the nation. The Commission funds projects that address the five goals identified in ARC's strategic plan:

1. **Building Appalachian Businesses:** Strengthen and diversify the region's economy through inclusive economic development strategies and investments in entrepreneurship and business development.
2. **Building Appalachia's Workforce Ecosystem:** Expand and strengthen community systems (education, healthcare, housing, childcare, and others) that help Appalachians obtain a job, stay on the job, and advance along a financially sustaining career pathway.
3. **Building Appalachia's Infrastructure:** Ensure that the residents and businesses of Appalachia have access to reliable, affordable, resilient, and energy-efficient utilities and infrastructure in order to successfully live and work in the region.
4. **Building Regional Culture and Tourism:** Strengthen Appalachia's community and economic development potential by preserving and investing in the Region's local cultural heritage and natural assets.
5. **Building Community Leaders and Capacity:** Invest in the capacity of local leaders, organizations, and communities to address local challenges by providing technical assistance and support to access resources, engage partners, identify strategies and tactics, and conduct effective planning and project execution.

Each year, ARC provides funding for approximately 500 projects in the Appalachian Region in areas such as business development, education and job training, telecommunications, infrastructure, community development, housing, and transportation. These projects create thousands of new jobs, improve local water and wastewater systems, train the Region's workforce, assist local communities with strategic planning, and provide entrepreneurial assistance to emerging businesses. Additional information about the Appalachian Regional Commission can be found at www.arc.gov.

Section B. READY Appalachia: A Community Capacity-Building Initiative

B.1. — Program Background

The Infrastructure Investment and Jobs Act (IIJA) appropriated \$1 billion over a period of five years for ARC investments. In addition to the funds appropriated to ARC, the IIJA includes \$549 billion in new funds for infrastructure development across the country. Furthermore, the American Rescue Plan Act State and Local Fiscal Recovery Funds (ARPA SLFRF) have made available \$350 billion to states, territories, and tribal and local governments to support recovery and response related to the COVID-19 pandemic; in addition, the Inflation Reduction Act (IRA) will invest \$369 billion across the country in energy security and climate change programs. This unprecedented level of resources has the potential to be transformative, particularly in Appalachia, which historically has seen less investment in infrastructure, business development, and other areas due to having, on average, lower incomes, less robust markets, and smaller tax bases than many other parts of the country. It is envisioned that these funds will help communities make transformational changes to their economies, allowing them to address longstanding socioeconomic challenges.

Acknowledging the needs of the Region during this time, ARC first invested in a pilot program to help Appalachian local governments and local development districts (LDDs) learn and share best practices and information needed to strategically deploy ARPA SLFRF in ways that spark long-lasting economic change. This pilot program, which concluded in September 2022, consisted of five two-part virtual trainings and created virtual communities of practice for LDDs to share best practices and gain support from experts as they help communities leverage and manage ARPA local fiscal recovery funds. A lesson learned from the pilot program is the persistent need among local governments and organizations for technical assistance and capacity building that enables them to tap into the wide range of resources now available to Appalachian communities.

In response to these persistent needs, ARC allocated \$10 million in 2022 to provide Appalachian communities with additional technical assistance and funding that would enable them to take fuller advantage of IIJA and ARPA funds, as well as other federal funding sources, and increase their overall capacity development. This initiative has been designated “READY Appalachia: A Community Capacity-Building Initiative” (hereafter “the Initiative” or “READY Appalachia”). READY Appalachia provides direct technical assistance and funding to support four key pillars of economic development in the Region: Appalachian local governments, local development districts (LDDs), nonprofit organizations, and community foundations. Across the entire program, special consideration will be given to entities serving [distressed areas](#); Interagency Working Group on Coal and Power Plant Communities [priority communities](#); smaller, under-resourced, and difficult to reach populations and organizations; and historically marginalized populations. The procurement activity covered by this document focuses exclusively on providing technical assistance and capacity-building support to local governments. More specifically, this solicitation invites proposals from qualified contractors to carry out the training component of the READY Appalachia—Local Governments program.

B.2. — Program Purpose

The purpose of the READY Appalachia Local Governments program is to train local government entities to (a) research and plan for federal grant opportunities and (b) find,

secure, manage, implement, stack, and leverage federal grant awards to greatest effect for local economic development.

This initiative is focused on units of local government such as counties, towns, municipalities, boroughs, and similar entities. The training in this initiative will target municipal staff and local elected officials leading these local government entities in day-to-day administration, including but not limited to county commissioners, county supervisors, county judges, county/city council members, county boards of supervisors, county/city clerks, county/city administrators, county/city managers, county/city planners, tribal chiefs, mayors, and sole commissioners, as well as their staffs and other relevant participants. See Section B.5.1, “Eligible Participants,” for details on eligible program entities and participants.

Through this initiative, ARC aims to help local governments in the Appalachian Region improve their internal capabilities to access and manage federal financial assistance, which will later help them leverage other resources to improve quality of life and foster economic development in their communities. Through this initiative, ARC also seeks to address historic inequities for marginalized, underserved, and underrepresented communities, who will be given preference in the selection process.

This training program will build on the existing technical assistance already being provided to communities by Appalachia’s local development districts (LDDs), complementing while not duplicating their crucial role. ARC’s READY LDDs program is also providing LDDs with match-free funding to hire staff persons and contractors to help communities manage federal funds.

In summary, the purpose of this program is to help develop pre- and post-award skills for federal grants among local government administrators and officials. Skills and tools in federal grant application and management will always be relevant. However, with the recent passage of various legislation, the largest increases in federal funding in decades across new and existing programs have necessitated investment in building the capacity of local governments to seek and manage these funds. This is especially true of smaller and more rural municipalities with smaller tax bases, and thus smaller staffs, which characterizes much of Appalachia.

B.3. — Program Description

The READY Appalachia—Local Governments program comprises two components:

- Component 1: The first element is a training program by which participants learn and improve their skills in all matters related to the full life cycle of federal financial assistance (pre- and post-grant awards).
- Component 2: The second element is a grant program sponsored by ARC in which participants will apply lessons learned by going through the complete life cycle of a grant award made by ARC. This grant award, up to \$50,000 for each entity, will be a match-free capacity-building grant for the municipality itself, which can focus on a need identified during the training component.

The procurement activity covered by this document is limited to Component 1.

The READY Appalachia—Local Governments program will help local governments develop the skills necessary to identify funding opportunities and apply for and manage federal awards (i.e., pre-award and post-award federal grant skills). It will also provide instruction in the critical skills of planning and community engagement related to economic development

projects. The training element of the program thus focuses on providing high-quality, actionable skill development to local government staff and elected officials. Through this initiative, ARC also seeks to address historic inequities for marginalized, underserved, and underrepresented communities, who will be given preference in the selection process.

B.4. — Program Objectives

1. Train local government executives, elected officials, and government staff in Appalachia, helping them to develop in-house capacity to identify, plan, and compete for federal financial assistance (grants). The specific skills to be developed include researching grant opportunities, planning and writing grant proposals, understanding how to build a database of federal funders specific to the local government, understanding these funders' priorities, engaging the community and planning for projects, building a knowledge of the basics of applying for federal awards, and leveraging resources with neighboring communities for joint impact. **A complete list of the pre-award skills to be covered by the training program is provided in Section D, "Training Requirements."**
2. Train local government executives, elected officials, and government staff in skills for post-award activities for federal grants. The specific skills to be developed include compliance with Uniform Guidance for Federal Awards (2 CFR § 200), federal regulations, reporting, accounting, tracking time and deliverables, identifying match or leveraging other financial resources, and project stacking for maximum impact. **A complete list of the post-award skills to be covered by the training is provided in Section D, "Training Requirements."**
3. Address the historic inequities of marginalized, underserved, and underrepresented communities by prioritizing these communities for participation in the program.
4. Support the most underserved local governments in Appalachia to achieve their maximum potential by helping them take advantage of increased federal funding opportunities. It is a longer-term goal of this program that, after participating, these entities will eventually become "spearheading" organizations, which identify strategic partnerships to facilitate the deployment of resources to other public entities, businesses, and nonprofit organizations in their local community for overall growth.
5. Assist local governments in the Appalachian Region build their capacity to access and maximize federal financial assistance in an incremental and sustainable way.

B.5. — Program Participants Eligibility

B.5.1. — Eligible Participants

Eligible participants for the READY Appalachia—Local Governments program include municipal and tribal staff and local elected officials and tribal leaders leading these types of entities in day-to-day administration and/or grant activities, including county commissioners, county supervisors, county/city council members, county boards of supervisors, county judges, county/city managers, county/city administrators, county/city clerks, county/city planners, mayors, and sole commissioners, as well as their staffs. Members of tribal governments, regardless of their role, are also eligible participants and are encouraged to participate. A "local government" for the purposes of this program means a county, borough, municipality, city, town, township, or parish.

The training program has space for two participants from up to 90 local government entities, or 180 total participants. The first participant must be the highest political or administrative official in the municipal entity (i.e., mayor, city council president, city manager, county

manager or county executive, and similar individuals) and the second participant is left to the discretion of the local government, dependent on their goals in participating in the program. For example, the second participant could be a municipal staff member, elected official, prominent community member, school board member, chamber of commerce director, economic development officer, accounts payable staff member, or other individuals. This method allows for flexibility when it comes to the priorities or focus areas of the local government entity, while also ensuring permeation of the effects of the training through the whole government entity/community and sustainability of the effects over time. The first participant (the highest political or administrative official in the municipality) must attend at least half of the training sessions. They can designate a person (for example, the second participant) to attend on their behalf for the remainder of the sessions. However, at least one person from the municipality must be present at all sessions. It is highly preferable that both the first and second participants attend all sessions. To the maximum extent possible, grant eligibility will be dependent on the municipality's staff meeting this training attendance requirement.

B.5.2. — Ineligible Participants

The following entities are not eligible to participate in the READY Appalachia—Local Governments program: local public authorities (including any public housing agency under the United States Housing Act of 1937), special district, school district, intrastate district, council of governments, whether or not incorporated as a nonprofit corporation under state law, and any other agency or instrumentality of a multi-state, regional, or intra-state government.

B.5.3. — Program Participation and Reservation Rights

ARC intends the READY Appalachia—Local Governments program to provide space for two participants from each local government entity. See Section B.5.1 for details.

Program participants shall commit to active participation in the training sessions. Both participants must be actively engaged in all program activities. Eligibility for the grant program will depend partially on both participants' effort and attendance in the program activities. ARC reserves the right to expand, modify, adjust, or deny participation in the program, at its sole discretion, when it advances the policy goals, priorities, and best use of ARC resources.

Section C. Scope of Work

C.1. — Program Components

Task 1. Recruit 90 local government entities to participate in the READY Appalachia—Local Governments program.

C.1.1. The contractor will develop a request for applications (RFA) template for the READY Appalachia—Local Governments training. Contractor will include in this package all applicable templates and forms to standardize the collection of information of program applicants.

C.1.2. The contractor will design the RFA scoring rubric for ARC approval.

C.1.3. The contractor will provide a spreadsheet of contact information for priority governments to target (see C.1.4) and any program information or materials (for example, the RFA) to the ARC Communications Division for dissemination.

C.1.4. The contractor will identify underserved local governments, including those serving historically marginalized and/or low-income populations, [distressed areas](#), [Interagency Working Group on Coal and Power Plant Communities](#), lower-capacity governmental entities, those in remote areas of the Region, and those with whom ARC has not worked before, all in order to prioritize outreach to these entities to the satisfaction of ARC.

C.1.5. Upon ARC approval of the RFA and priority contact list, the contractor will actively engage in outreach in the Appalachian Region to recruit program participants.

C.1.6. The contractor will assist interested parties during the application process and will manage the back end of the application process (i.e., receiving and saving the applications).

C.1.7. The contractor will collect program applications and pre-screen applications for sufficiency, sending a list to ARC for review and approval.

C.1.8. The contractor will submit to ARC's READY Program Analyst the list of pre-screened applicants eligible to participate in the program and a list of the disqualified applications with an explanation for the disqualification.

C.1.9. The contractor will support ARC in the selection of program participants by coordinating the internal review and scoring process. The selection of program participants will be at the sole discretion of ARC.

C.1.10. The contractor will support ARC in all program communications to the selected and not-selected program participants during the entire application process, during the duration of the training program, and the evaluation of the program, at the direction of the ARC READY Program Analyst. Contractor will manage all communication with course participants and instructors related to the courses and consultation sessions.

Task 2. Design and implement a virtual cohort training program.

The contractor will design a large-scale virtual training initiative to serve up to 90 local government entities (180 participants). While recently passed federal funding may be timely and relevant to the training program, the training initiative courses should focus on timeless knowledge and skills about the full life cycle of federal grants management rather than the details of specific legislation.

The contractor will be responsible for developing the course curriculum and structure, including seven to nine courses in total covering pre- and post-award federal grant skills. (See Section D, "Training Requirements.") Training program structure guidance is listed below (C.2.1.–C.2.8)

Note: In the guidance below, the words "will" or "must" are used when these are required by ARC. The words "can" or "may" are used when ARC suggests a method but is open to alternative proposals from contractors according to their expertise and understanding of the intended audience. Contractors should provide justification in their proposals for deviating from the non-required methods.

C.2.1. The contractor will design a large-scale virtual training program to serve up to 90 local government entities (180 participants; two from each entity). The contractor will be

responsible for developing the course curriculum for seven to nine courses in total covering the topics identified in Section D, "Training Requirements." The training must have the following elements:

- a. The 90 local governments will be organized into small groups ("cohorts") to take each course with not more than five local governments per cohort, with three to four local governments being an ideal number.
- b. The course must include group class time; one-on-one consultations once every two weeks between the instructor and the government entity; actionable homework assignments/readings; and a one-on-one follow-up consultation several months after the course finishes. The follow-up consultation should be between the instructor and each government entity, and should focus on potential uses for the future grant opportunity as well as any trouble or successes in applying the concepts from the course. A written report for each entity should be produced and sent to the entity and ARC.

ARC estimates that the minimum number of direct technical assistance hours based on this model (class time and one-on-ones) is 800 hours, but contractors should make their own calculations. This figure does not include administration or other similar types of activities.

- c. Cohorts will be organized primarily based on course selection followed by any other reasonable criteria the contractor may find appropriate to meet program goals. For example, 12 organizations request the "Federal Grant Reporting" course. After accounting for this course choice, the program administrator could sort the governments into three different cohorts of "Federal Grant Reporting" according to government size, capacity level, location, focus area of the government at the time (or their reason for taking the course), any other criterion, or a combination of these deemed most appropriate by the program administrator.
- d. The courses and technical assistance sessions must be entirely virtual and must be offered synchronously (i.e., there will be no self-paced elements of the courses or technical assistance sessions). The instruction and coaching must take place over Zoom or other video-conferencing platform, and should encourage direct interaction among the cohort and between the government entity and instructors.
- e. **Most importantly**, the course materials and homework assignments must be actionable, tool-based, and grounded in real-life situations faced by local governments, rather than based in theory. These real-life tools and materials should be able to be used in the government's work following the course. It is expected that the courses will be designed in an interactive format, with a particular focus on direct and active engagement between the instructor and participants, as well as among the cohort members.
- f. Class attendance must be recorded and reported weekly to ARC throughout the training program. (See C.2.3.)
- g. The course in its entirety should be no less than six and no more than 12 weeks long, although alternatives to this structure may be considered.

C.2.2. The virtual training will address the full life cycle (i.e., pre-award skills and post-award skills) of federal grants on the basis of the Uniform Guidance for Federal Awards and ancillary regulations and directives. **Full details about the skills required to be covered can be found in Section D, "Training Requirements."**

C.2.3. The contractor will deliver the training session to program participants and will report to ARC the outcome of the training sessions. For each session, the contractor must report to ARC during the weekly meetings on attendance in both the courses and one-on-ones, homework completion, general themes, and any problems.

C.2.4. The contractor will engage and manage course instructors, develop and oversee delivery of course content, develop and manage homework assignments, and determine and secure course materials and references for program participants to use. The contractor may use an online learning management system to accomplish this, but that is not required.

C.2.5. The contractor will coordinate one-on-one consultations once every two weeks between program participants and instructors to enhance the learning experience and achieve program goals. For example, the instructor could discuss the individual government's homework assignment or situation. The contractor will draft any materials related to individual consultation sessions during and after the course.

C.2.6. The contractor will provide each organization with an optional follow-up consultation to take place about three months following completion of the course, and will provide ARC and the entity itself with a written summary of the follow-up consultation. The optional consultation should focus on a project concept for the future ARC READY—Local Governments funding opportunity, as well as any trouble or success in applying the concepts from the course.

C.2.7. The contractor will have regular communication with ARC staff, including weekly meetings from the beginning of the period of performance through the end of December 2023 and biweekly meetings once every two weeks thereafter as required by ARC.

C.2.8. The contractor will provide written monthly progress reports that will include, at a minimum, the status of the courses, course attendance, issues impacting the training sessions, the status of the direct technical assistance (consultations) and any issues associated with it. This is in addition to the weekly status meetings.

Task 3. Evaluate the program.

C.3.1 The contractor will evaluate the effectiveness of the READY Appalachia—Local Governments Training program as a means of developing local government capacity by conducting a program evaluation, as approved by ARC (details below).

C.3.2 The contractor must submit a program evaluation plan for ARC approval. Upon ARC approval and in coordination with ARC's Research and Evaluation staff, the contractor will implement this program evaluation strategy.

C.3.3 The contractor will conduct two surveys. The first survey will be the course evaluation and will be carried out immediately following the end of the course. The second survey will be a program evaluation survey and will be carried out several months following the course to determine any longer-term impact of the course.

C.3.4 The contractor will produce a program evaluation report that will include the results from the surveys and other data acceptable to ARC collected during the implementation of the program. The full evaluation should be based on the metrics already utilized by ARC in its [Performance Measurement Guidance](#), but at a minimum, the ARC performance measures of "organizations served" and "organizations improved" should be used. Note that "organizations served" and "organizations improved" refer respectively to the local

governments being provided training through this initiative and those seeing measurable improvement as a result.

C.3.5 The contractor will produce a set of recommended metrics for ARC to use when conducting future evaluations of local government capacity development over a longer period of time.

C.3.6 The contractor will present (in person) to relevant ARC staff and leadership the results of the full evaluation and program takeaways at ARC headquarters in Washington, D.C.

Program Key Dates (Subject to Change)

Open request for applications (RFA)	June 14, 2023
Close RFA	July 28, 2023
Select and notify applicants	August 25, 2023
Training program	September 4, 2023 through November 17, 2023
Course evaluation survey	December 2023
Follow-up consultations	February–March 2023
Program evaluation survey	May 2023
Program evaluation due to ARC	July 2024
Presentation of findings to ARC in Washington, D.C.	August 2024
Contract close	September 2024

Section D. Training Requirements

ARC requires the contractor for the READY Appalachia—Local Governments training program to develop a course curriculum for seven to nine courses that cover the following elements (D.1, D.2, and D.3).

Note: All course curricula and related materials should be designed with the assumption that participants have no prior knowledge of pre- or post-award federal grant processes.

D.1. — Pre-Federal Grant Award Body of Knowledge and Skills Development

- ✓ Creating and actionizing planning documents, engaging community members (facilitating community meetings [related to grants and initiatives] effectively, identifying community priorities, and engaging with underrepresented areas and groups)
- ✓ Researching federal grant opportunities relevant for local governments and matching them to priority projects, including how to use relevant web portals (e.g., www.grants.gov)
- ✓ The basics: Standard Forms (SF), UEID, sam.gov, etc., and explaining what purpose these basics serve (e.g., the SF 424 family of forms)
- ✓ Planning a grant submission and managing application deadlines
- ✓ Understanding federal government structure and agency missions (e.g., identifying federal agencies whose missions and grant programs support economic development and municipal services)

- ✓ Finding and utilizing data to write project rationales (providing a curated list of publicly accessible data tools and how to use them to demonstrate the need for the proposed project)
- ✓ Framing a project in terms of goals, strategies, and purpose (and not just activities)
- ✓ Basic grant writing principles, including budgeting
- ✓ Providing a grant application template that can be used for multiple grant funding opportunities
- ✓ Identifying appropriate match sources
- ✓ Stacking funding from multiple sources for maximum impact, including cooperation strategies with neighboring municipalities

D.2. — Post-Federal Grant Award Body of Knowledge and Skills

Development

- ✓ Community engagement processes and transparency on current projects, showing value of investments to council and the public, including communication strategies
- ✓ Compliance with the Uniform Guidance for Federal Awards and applicable federal regulations (e.g., procurement, contractor/sub recipient management, recipient (grantee) responsibilities, construction vs. non-construction projects, documentation, reporting, etc.)
- ✓ Federal grant management and audit requirements
- ✓ Contractor selection and RFP writing
- ✓ Grant accounting (e.g., cost principles) and writing effective narratives for reports
- ✓ Project management tools and software
- ✓ Tracking deliverables, match, time, and multiple grant funds
- ✓ Performance measurement, including monitoring and evaluating the project, and collecting and utilizing data and grant success stories in future grant applications
- ✓ Managing projects and project teams, including partner relations and management and project management skill development (e.g., breaking down complex projects into logically sequential milestones, deliverables, and roles)

D.3. — Any other basic skills related to federal grant application and management that the contractor deems appropriate.

Section E. Schedule of Deliverables

Task/Deliverable	Date of Completion/Submission
1.1. Development of RFA template and materials	May 19, 2023
1.2. Development of draft RFA scoring rubric	May 19, 2023
1.4. Identification of priority communities for marketing and providing ARC with a contact spreadsheet	May 31, 2023
1.5. Outreach to priority communities and general public	June 14–July 28, 2023

1.6. Assist communities during the application process; manage the back end of the application process (i.e., saving all the applications)	June 14–July 28, 2023
1.7. Send ARC pre-screened list of qualified organizations	August 3, 2023
1.8. Send ARC pre-screened list of disqualified organizations with justification	August 3, 2023
1.9. Coordinating the application review process (i.e., managing the review panel)	June–August 2023
1.10. Assist ARC with communications with applicants and participants throughout the program	As frequent as necessary to effectively deliver the program in a timely manner and satisfy ARC needs. (Duration: throughout the program.)
2.1. Design and execute the full virtual training program	Design plan is due to ARC by August 16, 2023. Execution of the training program is September 4, 2023–November 17, 2023.
2.3. Report to ARC on the results of the courses and technical assistance sessions, including the follow-up consultation focused on the grant opportunity	During the training period, in the weekly status update meeting, a report should be provided on the courses and technical assistance sessions taking place the week before. By two business weeks after each follow-up consultation, the contractor should send a summary and recommendations both to the participant and ARC.
2.5. Coordination of one-on-one technical assistance sessions during and following the course	The one-on-ones can take place in the off-week following each class, and the follow-up sessions can take place three to four months following class completion.
2.6. Weekly check-in meetings with ARC through November 2023, with biweekly check-in meetings thereafter	Weekly/biweekly throughout the project period
3.2. Submit program evaluation strategy for ARC review	September 29, 2023
3.3. Deploy a course evaluation survey and program evaluation survey	The course evaluation survey should be taken immediately following course. The program evaluation survey should be taken about six months post-course.
3.4. Submission of full evaluation report	July 2024
3.5. Along with evaluation, provide a set of capacity-building metrics for ARC's future use	July 2024
3.6. Presentation of evaluation at ARC headquarters	August 2024

Section F. Proposal Requirements and Evaluation

F.1. — Proposal Format

The proposal narrative cannot exceed 40 pages, including the course offerings, sample course curriculum, work plan, sample assignment/resource, and staffing plan. Please clearly label all application attachments. Responses to the solicitation (i.e., proposals) must be submitted as one (1) PDF document to Bettina Jones, ARC's READY Program Analyst, at ready@arc.gov **by 5 p.m. EST on March 10, 2023**.

The proposal narrative should provide specific details on the following information, utilizing the same headings:

F.1.1. — Program Strategy

The proposal must describe in detail the offeror's strategy for the implementation of the READY Local Governments Training Program, including:

- The number of courses to meet the requirements set forth in Section D.
- Proposed method(s) for organizing the cohorts/cohort structure, including criteria other than choice of course that will be considered (e.g., size of local government, location, area of focus at the moment, etc.). Please provide justification for these additional criteria.
- General course structure, including course topics and sub-topics.
- Proposed methods for selecting and managing any subcontractors.
- Methods for identifying and reaching different types of underserved local government entities (including governments serving marginalized populations or lower-income populations, governments in [distressed areas](#), lower-capacity governmental entities, remote communities, Interagency Working Group on [Coal and Power Plant Communities](#), etc.)
- Proposed methods for evaluating the program, including example survey questions and how conclusions will be drawn.
- Proposed methods for post-course follow-up consultations, including preparing governments for the grant program.
- As an attachment, please outline one of the courses you may provide and attach one sample assignment/resource for that course.
- As an attachment, please prepare and submit a work plan addressing the scope of work set forth in Section C, including briefings, key deliverables (including preliminary drafts for review), and program evaluation against a specific timeline. Please include specific dates (day, month, year) for all activities to be completed in 2023.

F.1.2. — Experience and Expertise

The proposal must clearly provide a detailed description of the following:

- The organization and any proposed subcontractors.
- Relevant experience in the Appalachian Region, particularly with developing trainings, working with local governments, and providing direct technical assistance.
- Descriptions of the qualifications and credentials of the personnel performing the work, including professional classifications (e.g., project director, meeting facilitator, instructor, etc.). The proposal must identify the relationship of key project personnel to the applicant (e.g., staff, consultants, and subcontractors). Brief resumes of the

education and professional experience of key personnel are required to be added as attachments. Resumes shall not include address, phone, or personal identifiable information. Any change in key personnel is subject to approval by ARC.

- As an attachment, add a staffing plan that describes the proposed staff distribution to accomplish this work, including a time commitment and proposed activities of each professional staff member to the project's tasks and schedule. This staffing plan must match the attached work plan.
- A description of the three most similar projects that have been undertaken by the offeror (or subcontractor if applicable), including names and contact information for reference. A submittal of this information shall be construed as an implied consent for ARC to contact those entities or individuals without further consent from the offeror.
- Any unique requirements your organization would like to include in the contract if selected.

F.1.3. — Budget/Funding

Proposals must include a detailed budget narrative. The budget narrative details an estimate for all work in the proposal, as well as hourly and daily rates of all relevant staff members/contractors and any IT-related expenses. The contractor is fully responsible for all associated logistics and costs for implementing the training and assembling the roster of instructors. The budget narrative must be presented in a table, and itemized costs must be organized by both components of the program: 1) overall administration (this includes the application period and evaluation period) and 2) virtual cohort training.

Within each component, expenses should be organized by personnel, fringe benefits, travel, equipment, supplies, contractual, construction, and other. The budget narrative must reflect the following:

1. The activity and expense;
2. How the cost was calculated; and
3. Total cost for that item.

Example Budget Narrative

Item	Program Component	Description	Cost
Personnel			
Project Director	Overall administration	Oversee all aspects of the contract at 50% FTE (xxxx) or x hours at y/hour	Xxxx
Project Manager	Overall administration	Assist Project Director with administrative aspects, organizing assistance, and communications 50% FTE (xxx) or x hours at y/hour	Xxxx
Contractual			
Instructors	Virtual cohort training	Teach two cohorts of x class and provide assistance, x hours at y/hour	Xxxx
IT Administrator	Virtual cohort training	Provide IT services to the learning platform, x hours at y/hour	Xxxx
Supplies			

Software	Virtual cohort training	Software X at annual subscription fee x/year for y years	Xxxx
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F.2. — Required Documents

- A. Proposal narrative and applicable attachments
- B. A self-certification signed by an authorized officer of the offeror attesting to having read and understood all the Warranties and Representations set forth in Section G of this RFP.
- C. A written statement acknowledging and consenting that the provisions set forth in Section G will be incorporated into the contract arising from this solicitation as contract clauses.

F.3. — Submission Process

Proposals are due on or before 5 p.m. on March 10, 2023. Please send proposals as one PDF document to Bettina Jones, READY Program Analyst, at ready@arc.gov.

Questions regarding this RFP should be sent to Bettina Jones, the manager of the READY program, at ready@arc.gov no later than 5 p.m. on March 3, 2023.

Additional requirements for submission:

- Telephone or mail responses will not be accepted for this RFP.
- Submissions MUST be sent via email.
- Responses or unsolicited attachments will not be accepted after the closing date.
- Requests for time extensions past any deadlines will not be considered.

It is anticipated that the contractor will be selected by April 7, 2023, for an estimated contract start date of April 14, 2023, and an estimated completion date of September 30, 2024. ARC reserves the right to modify the schedule of this procurement, including but not limited to the execution of the contract or any other element if it is in the best interest of ARC. ARC also reserves the right to partially award the work associated with this RFP or even to cancel this solicitation at its sole discretion.

F.4. — Proposal Evaluation

ARC will select a contractor through a competitive process based on the following criteria, in no particular order:

- ✓ Effectiveness of the proposed approach to deliver the cohort training program.
- ✓ Strength and thoroughness of selecting and managing the list of instructors and other subcontractors.
- ✓ Strength of the design of the curriculum, request for applications, suggested assignments, and post-course follow-up.
- ✓ A credible management proposal for staffing, detailed workplan, and the organizational capacity to execute the program on an aggressive timeline.
- ✓ Relevant experience with managing similar technical assistance or grant programs.
- ✓ Relevant experience in the Appalachian Region, particularly assisting local governments in capacity building and/or training
- ✓ Suggested approach to identifying and targeting participants for the program.

- ✓ Approach to evaluation of the program's two main aspects (the courses themselves and the governments' longer-term capacity development).
- ✓ Cost effectiveness of the proposal.

Section G. Warranties and Representations

G.1. — Certificate of Independent Price Determination

The offeror certifies that (a) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered; (b) the prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award unless otherwise required by law; and (c) no attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

G.2. — Certificate of Binding Authority

Each signature on the offer is considered to be a certification by the signatory that the signatory (a) is the person in the offeror's organization responsible for determining the prices being offered in this proposal, and that the signatory has not participated and will not participate in any action contrary provisions set forth in the preceding paragraph, or (b) has been authorized, in writing, to act as agent of the offeror in certifying that the offeror (and/or its principals) has not participated or will participate in any action contrary to the provisions set forth in the preceding paragraph.

G.3. — Gratuities

The offeror certifies that it has not offered or given a gratuity to any ARC staff or its agents, nor has intended, by gratuity, to obtain a contract or favorable treatment under a contract. If the contract arising from this solicitation is terminated due to a finding of a gratuity, ARC will be entitled to pursue the same remedies as in a breach of the contract, and in addition to any other damages provided by law, to exemplary damages up to three times the cost incurred by the contractor in giving gratuities to the concerned person. The rights and remedies available to ARC under this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

G.4. — Covenant Against Contingent Fees

The offeror acknowledges and warrants that no person or agency has been employed or retained to solicit or obtain a contract from this solicitation upon an agreement or understanding for a contingent fee, except for a bona fide agency or employee of the contractor or supervised by the contractor who neither exerts nor proposes to exert improper influence to solicit or obtain ARC contracts nor holds out as being able to obtain any ARC contract or contracts through improper influence. Improper influence, for purposes of this provision, means any influence that induces or tends to induce an ARC employee or officer to give consideration or to act regarding an ARC contract on any basis other than the merits of the matter.

G.5. — Restrictions on Subcontractor Sales to ARC

The offeror acknowledges that if awarded a contract under this solicitation it shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to ARC of any item or process made or furnished by the subcontractor under this contract or under any follow-on production contract. Notwithstanding the above, the contractor is not precluded from asserting rights that are otherwise authorized by law or regulation. For purposes of this paragraph, the restriction applies only to the extent that any agreement restricting sales by subcontractors results in ARC being treated differently from any other prospective purchaser for the sale of the commercial product and/or commercial service(s).

G.6. — Anti-Kickbacks Procedures

The offeror warrants to have in place and follow reasonable procedures designed to prevent and detect kickbacks in its own operations and direct business relationships. *Kickback*, as used here, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any ARC employee or contractor or subcontractor for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract with ARC or in connection with a subcontract relating to a prime contract with ARC. The forbidden kickback conduct shall include (a) providing or attempting to provide or offering to provide any kickback; (b) soliciting, accepting, or attempting to accept any kickback; or (c) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to ARC or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor. The contractor shall cooperate fully with ARC's Office of the Inspector General and any federal agency investigating a possible violation.

G.7. — Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

- A. If ARC receives information that a contractor or a person has knowingly obtained contractor bid or proposal information or source selection information before the award of an ARC procurement contract to which the information relates, ARC may (1) cancel the solicitation, if the contract has not yet been awarded or issued; or (2) rescind the contract with respect to which (i) the contractor or someone acting for the contractor has been convicted for an offense where the conduct violates 41 U.S.C. 2102 for the purpose of either; (ii) exchanging the information covered by such subsections for anything of value; or (iii) obtaining or giving anyone a competitive advantage in the award of an ARC or federal agency procurement contract.
- B. If ARC rescinds the contract under paragraph (a) of this provision, ARC is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- C. The rights and remedies of ARC specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

G.8. — Price or Fee Adjustment for Illegal or Improper Activity

ARC, at its election, may reduce the price of the firm fixed-price contract if the ARC's Executive Director or its designee determines that there was a violation of the integrity of the procurement process. . The price adjustment will be by 10% of the initial contract price

determined by the Executive Director or its designee from records or documents in existence prior to the date of the contract award. ARC may, at its election, reduce a prime contractor's price for violations of the procurement integrity by its subcontractors by an amount not to exceed the amount of the fee reflected in the subcontract at the time the subcontract was first definitively priced. The rights and remedies of ARC specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

G.9. — Certification and Disclosure Regarding Payments to Influence Certain Federal Transaction

The offeror, by signing its offer, certifies to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of ARC, any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of a contract related to this procurement action.

If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to a contract related to this procurement activity, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

G.10. — Limitation on Payments to Influence Certain Federal Transactions

31 U.S.C. 1352 prohibits a recipient of a federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any covered federal actions. In accordance with 31 U.S.C. 1352, the contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract. Exceptions recognized in FAR 52.203-12 are herein incorporated by reference. By submitting a complete response the offeror certifies to ARC that it is aware of this requirement and to be in full compliance with it.

G.11. — Contractor Code of Business Ethics and Conduct

The offeror awarded a contract pursuant to this procurement activity (the contractor), shall, within 60 days after the award of the contract, have a written code of business ethics and conduct, and make a copy of the code available to each employee engaged in performance of the contract. The contractor shall exercise due diligence to prevent and detect criminal conduct; and otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

The contractor shall disclose in a timely manner, in writing, to the ARC Office of the Inspector General (OIG), with a copy to the Program Manager, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the contractor has credible evidence that a principal, employee, agent, or subcontractor of the contractor has

committed a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code.

G.12. — Preventing Personal Conflicts of Interest

A. The contractor shall—

1. Have procedures in place to screen covered employees for potential personal conflicts of interest, by (i) obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows: (A) financial interests of the covered employee, of close family members, or of other members of the covered employee's household; (B) other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business); (C) gifts, including travel; and (ii) requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing;
2. For each covered employee (i) prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the contractor has identified a personal conflict of interest for the employee that the contractor or employee cannot satisfactorily prevent or mitigate in consultation with ARC; (ii) prohibit use of non-public information accessed through performance of ARC contract for personal gain; and (iii) obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of the ARC contract;
3. Inform covered employees of their obligation (i) to disclose and prevent personal conflicts of interest; (ii) not to use non-public information accessed through performance of an ARC contract for personal gain; and (iii) to avoid even the appearance of personal conflicts of interest;
4. Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;
5. Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause;
6. Report to the ARC Program Manager any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary; and
7. Include the substance this provision in any subcontract that exceeds the simplified acquisition threshold, as defined in the Federal Acquisition Regulation 2.101 on the date of the contract and in which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions.

B. Definitions. For purpose of this section, the following terms have the meaning herein provided:

1. Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the government

or ARC when performing under the contract. Personal conflict-of-interest violations include (i) failure by a covered employee to disclose a personal conflict of interest; (ii) use by a covered employee of non-public information accessed through performance of an ARC contract for personal gain; and (iii) failure of a covered employee to comply with the terms of a non-disclosure agreement.

2. A covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is an employee of the contractor or subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.
3. Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of ARC: (a) planning acquisitions; (b) determining what supplies or services are to be acquired by ARC, including developing statements of work; (c) developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria; (d) evaluating contract, grant, or program proposals; (e) awarding government contracts; (f) administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services and accepting or rejecting program applications); (g) terminating contracts; and (h) determining whether contract costs are reasonable, allocable, and allowable.

G.13. — Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

The contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 USC 4712.

Furthermore, the contractor shall include this provision in all subcontracts over the simplified acquisition threshold as defined in the FAR 2.101 on the date of the subcontract award.

G.14. — Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation

The offeror acknowledges that ARC will not enter into a contract with an entity that requires its employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of ARC authorized to receive such information.

The offeror acknowledges that if awarded a contract it shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of the ARC contract to a designated investigative or law enforcement representative of an ARC authorized to receive such information (e.g., the Office of the Inspector General). As an ARC contractor, the entity

acknowledges that it has the responsibility to include the substance of this provision in subcontracts under an ARC contract.

By submission of its offer, the offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of an ARC contract to a designated investigative or law enforcement representative of the federal government or ARC authorized to receive such information (e.g., ARC's Office of the Inspector General).

G.15. — Continuity of Service

- A. The contractor recognizes that the services under the contract arising from this procurement activity are vital to ARC and must be continued without interruption and that, upon contract expiration, a successor, either ARC or another contractor, may continue them. The contractor agrees to (1) furnish phase-in training; and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The contractor shall, upon the Program Manager's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Program Manager's approval. The contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

G.16. — Government Supply Sources

The Program Manager may issue the contractor an authorization to use ARC supply sources in the performance of this contract. Title to all property acquired by the contractor under such an authorization shall vest in ARC. The provisions of the clause at FAR 52.245-1, "Government Property", are hereby incorporated by reference provided that whenever the clause refers to the "Government" it will be construed as ARC and references to the "Contracting Officer" must be construed as ARC's Program Manager.

G.17. — Refund of Royalties

The contract price shall include, where applicable, certain amounts for royalties payable by the contractor or subcontractors or both, which amounts have been reported to the Program Manager. The term "royalties" as used in this provision refers to any costs or charges in the

nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications in connection with performing this contract or any subcontract hereunder. The contractor shall furnish to the Program Manager, before final payment under this contract, a statement of royalties paid or required to be paid in connection with performing this contract and subcontracts hereunder together with the reasons. The contractor will be compensated for royalties reported under this paragraph, only to the extent that such royalties were included in the contract price and are determined by the Program Manager to be properly chargeable to ARC and allocable to the contract. To the extent that any royalties that are included in the contract price are not in fact paid by the contractor or are determined by the Program Manager not to be properly chargeable to ARC and allocable to the contract, the contract price shall be reduced. Repayment or credit to ARC shall be made as the Program Manager directs. If, at any time within three years after final payment under this contract, the contractor for any reason is relieved in whole or in part from the payment of the royalties included in the final contract price as adjusted pursuant to this provision, the contractor shall promptly notify the Program Manager of that fact and shall reimburse ARC in a corresponding amount. The substance of this provision shall be included in any subcontract.

Should the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

1. Name and address of licensor.
2. Date of license agreement.
3. Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
4. Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
5. Percentage or dollar rate of royalty per unit.
6. Unit price of contract item.
7. Number of units.
8. Total dollar amount of royalties.
9. Copies of current licenses. In addition, if specifically requested by the Program Manager before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

G.18. — Suspension of Work

The Program Manager may order the contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Program Manager determines appropriate for the convenience of ARC. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Program Manager in the administration of the contract, or (2) by the Program Manager's failure to act within the time specified in this contract, an adjustment may be made for any increase in the cost of performance of this contract necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the

contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of the contract arising from this procurement activity.

G.19. — Permits and Responsibilities

The contractor shall, without additional expense to ARC, be responsible for obtaining any necessary licenses and permits, and for complying with any federal, state, and municipal laws, codes, and regulations applicable to the performance of the work. The contractor shall also be responsible for all damages to persons or property that occur as a result of the contractor's fault or negligence. The contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

G.20. — Insurance: Liability to Third Persons

The contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Program Manager may require under this contract.

All insurance required by this paragraph shall be in a form and amount and for those periods as the Program Manager may require or approve and with insurers approved by the Program Manager.

The contractor agrees to submit for the Program Manager's approval, to the extent and in the manner required by the Program Manager, any other insurance that is maintained by the contractor in connection with the performance of the contract arising from this procurement activity and for which the contractor seeks reimbursement.

The contractor will be reimbursed for that portion of the reasonable cost of insurance allocable to this contract; and required or approved under this provision. The contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) (1) for which the contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract; (2) for which the contractor has failed to insure or to maintain insurance as required by the Program Manager; or (3) that result from willful misconduct or lack of good faith on the part of any of the contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of (i) all or substantially all of the contractor's business; or (ii) all or substantially all of the contractor's operations at any one location in which this contract is being performed.

ARC's liability under this provision is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under the contract arising under this procurement activity, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall (1) immediately notify the Program Manager and promptly furnish copies of all pertinent papers received; (2) authorize ARC representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and (3) authorize ARC representatives to settle or defend the claim and to represent the contractor in or to take charge of any litigation, if required by ARC, when the liability is not insured. The contractor

may, at its own expense, be associated with ARC representatives in any such claim or litigation.

G.21. — Privacy or Security Safeguards

- A. The contractor shall not publish or disclose in any manner, without the Program Manager's written consent, the details of any safeguards either designed or developed by the contractor under this contract or otherwise provided by ARC.
- B. To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of ARC data, the contractor shall afford ARC access to the contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.
- C. If new or unanticipated threats or hazards are discovered by either ARC or the contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

G.22. — Rights in Data—General

- A. Definitions. As used in this provision—
 - 1. Computer database or "database means" a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
 - 2. Computer software means—
 - i. Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and
 - ii. Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.
 - iii. Computer software does not include computer databases or computer software documentation.
 - 3. Computer software documentation means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, which explain the capabilities of the computer software or provide instructions for using the software.
 - 4. Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
 - 5. Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.
 - 6. Limited rights mean the rights of ARC in limited rights data as set forth in the Limited Rights Notice of paragraph (G)(3).
 - 7. Limited rights data means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that

such data pertain to items, components, or processes developed at private expense, including minor modifications.

8. Restricted computer software means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.
 9. Restricted rights, as used in this clause, means the rights of ARC in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (G) if included in this provision, including minor modifications of such computer software.
 10. Technical data means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 116).
 11. Unlimited rights mean the rights of ARC to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.
- B. Allocation of rights.
1. Except as provided in paragraph (C) of this provision, ARC shall have unlimited rights in—
 - i. Data first produced in the performance of this contract;
 - ii. Form, fit, and function data delivered under this contract;
 - iii. Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - iv. All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (G) of this provision.
 2. The contractor shall have the right to-
 - i. Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (C)(1) of this provision;
 - ii. Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in paragraph (D) of this clause;
 - iii. Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (E) and (F) of this clause; and
 - iv. Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (G) of this clause.
- C. Copyright
1. Data first produced in the performance of this contract.
 - i. Unless provided otherwise in paragraph (D) of this clause, the Contractor may, without prior approval of the Program Manager, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical, or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Program

Manager is required to assert copyright in all other data first produced in the performance of this contract.

- ii. When authorized to assert copyright to the data, the contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of ARC sponsorship (including contract number).
 - iii. For data other than computer software, the contractor grants to ARC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of ARC. For computer software, the contractor grants to ARC, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of ARC.
2. Data not first produced in the performance of this contract. The contractor shall not, without the prior written permission of the Program Manager, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the contractor—
 - i. Identifies the data; and
 - ii. Grants to ARC, or acquires on its behalf, a license of the same scope as set forth in paragraph (C)(1) of this provision or, if such data are restricted computer software, ARC shall acquire a copyright license as set forth in paragraph (G)(4) of this provision (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of the contract arising from this procurement activity.
 3. Removal of copyright notices. ARC will not remove any authorized copyright notices placed on data pursuant to this paragraph (C), and will include such notices on all reproductions of the data.
- D. Release, publication, and use of data. The contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, except—
1. As prohibited by federal law or regulation (e.g., export control or national security laws or regulations);
 2. As expressly set forth in the contract arising from this procurement activity; or
 3. If the contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Program Manager.
- E. Unauthorized marking of data.
1. Notwithstanding any other provisions of the contract arising from this procurement activity concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (G)(3), the Program Manager may at any time either return the data to the contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 4703, the following procedures shall apply prior to canceling or ignoring the markings.
 - i. The Program Manager will make written inquiry to the contractor affording the contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - ii. If the contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Program Manager for good cause shown), ARC shall have the right to

- cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- iii. If the contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (E)(1)(i) of this provision, the Program Analyst will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Program Analyst determines that the markings are authorized, the contractor will be so notified in writing. If the Program Analyst determines, with concurrence of the ARC Division Director, that the markings are not authorized, the Program Manager will furnish the contractor a written determination, which determination will become the final ARC decision regarding the appropriateness of the markings unless the contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Program Analyst's decision. The Government will continue to abide by the markings under this paragraph (E)(1)(iii) until final resolution of the matter either by the Program Analyst's determination becoming final (in which instance ARC will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
2. The time limits in the procedures set forth in paragraph (E)(1) of this provision may be modified by ARC implementing procedures to respond to the Freedom of Information Act (5 U.S.C. 552) inquiries.
 3. Except to the extent ARC's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the contractor is not precluded by paragraph (E) from bringing a concern to the Executive Director.
- F. Omitted or incorrect markings.
1. Data delivered to ARC without any restrictive markings shall be deemed to have been furnished with unlimited rights. ARC is not liable for the disclosure, use, or reproduction of such data.
 2. If the unmarked data has not been disclosed without restriction outside ARC, the contractor may request, within 6 months after delivery of the data, permission to have authorized notices placed on the data at the contractor's expense. The Program Analyst may agree to do so if the contractor—
 - i. Identifies the data to which the omitted notice is to be applied;
 - ii. Demonstrates that the omission of the notice was inadvertent;
 - iii. Establishes that the proposed notice is authorized; and
 - iv. Acknowledges that ARC has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
 3. If data has been marked with an incorrect notice, the Program Analyst may—
 - i. Permit correction of the notice at the contractor's expense if the contractor identifies the data and demonstrates that the correct notice is authorized; or
 - ii. Correct any incorrect notices.
- G. Protection of limited rights data and restricted computer software.
1. The contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (B)(1)(i), (ii), and (iii) of this provision. As a condition to this withholding, the contractor shall—
 - i. Identify the data being withheld; and
 - ii. Furnish form, fit, and function data instead.

2. Limited rights data that are formatted as a computer database for delivery to ARC shall be treated as limited rights data and not restricted computer software.
3. Notwithstanding paragraph (G)(1) of this provision, the contract may identify and specify the delivery of limited rights data, or the Program Analyst may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the contractor shall affix the following "Limited Rights Notice" to the data and ARC will treat the data, subject to the provisions of paragraphs (E) and (F) of this clause, in accordance with the notice:

"Limited Rights Notice"

- A. These data are submitted with limited rights under ARC Contract No. ____ (and subcontract ____, if appropriate). These data may be reproduced and used by ARC with the express limitation that they will not, without written permission of the contractor, be used for purposes of manufacture nor disclosed outside ARC; except that ARC may disclose these data outside ARC for the following purposes, if any; provided that ARC makes such disclosure subject to prohibition against further use and disclosure:
- B. This notice shall be marked on any reproduction of these data, in whole or in part.
- C. Subcontracting. The contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the contractor's obligations to ARC under this contract. If a subcontractor refuses to accept terms affording ARC those rights, the contractor shall promptly notify the Program Manager of the refusal and shall not proceed with the subcontract award without authorization in writing from the Program Manager.
- D. Relationship to patents or other rights. Nothing contained in this provision shall imply a license to ARC under any patent or be construed as affecting the scope of any license or other right otherwise granted to ARC.

G.23. – Privacy Act

The contractor agrees to (1) comply with the Privacy Act of 1974 (the Act) in the design, development, or operation of any system of records on individuals to accomplish an ARC function when the contract specifically identifies (i) the systems of records; and (ii) the design, development, or operation work that the contractor is to perform; (2) include a Privacy Act notification in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and (3) include this provision in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

"Operation of a system of records," as used in this provision, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records. "Record," as used in this provision, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph. "System of records on individuals," as used in this provision, means a group of any records under the control of ARC from which information is retrieved by the name of the

individual or by some identifying number, symbol, or other identifying particular assigned to the individual.