



## Request for Proposals:

### *READY Appalachia* – FY 2026 Local Governments Training Program Delivery & Administration

RFP Publication date:	December 18, 2025
Questions due:	January 9, 2026 to <a href="mailto:contracts@arc.gov">contracts@arc.gov</a>
Answers posted on ARC website:	January 23, 2026 at <a href="#">Contract Opportunities</a>
Proposal due date:	February 13, 2026 to <a href="mailto:contracts@arc.gov">contracts@arc.gov</a>
Estimated contract period:	April 1, 2026 – May 31, 2027
Contract type:	Firm fixed price
Estimated contract value:	\$450,000 - \$500,000

## I. Overview of Request for Proposals

The Appalachian Regional Commission (ARC or the Commission) is requesting proposals from qualified contractors to provide services on a firm fixed-price basis to deliver and administer the fiscal year (FY) 2026 *READY Local Governments* training program. The contractor shall provide support services to ARC, which includes 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 III, "Scope of Work."](#)

## II. Background

### A. About Appalachia

Appalachia is made up of 423 counties across 13 states and spans 206,000 square miles, from Southern New York to Northern Mississippi. The region's 26.4 million residents live in parts of Alabama, Georgia, Kentucky, Maryland, Mississippi, New York, North Carolina, Ohio, Pennsylvania, South Carolina, Tennessee, Virginia and all of West Virginia. Forty-two percent of the region's population lives in rural communities, compared with 19% of the national population.

The Appalachian economy, which was once highly dependent on extractive industries, has become more diversified in recent times and now includes larger shares of manufacturing and professional services, among other industries. Appalachia has made significant economic progress over the past five decades: its poverty rate, which was 30.9% in 1960, fell to 14.3% over the 2019–2023 period. The number of high-poverty counties in Appalachia (those with poverty rates greater than 1.5 times the U.S. average) declined from 297 in 1960 to 119 over the 2019–2023 period. Since the 2014–2018 period, the share of Appalachian adults ages 25 and over with a bachelor's degree or higher has risen by 3.1 percentage points, to 27.3%, in 2019–2023. Additionally, the high school completion rate for the region is now almost equal to that of the country, after decades of lagging behind.

These gains have transformed the region from one of widespread poverty to one of economic contrasts. Some communities have successfully diversified their economies, while others still lack basic infrastructure such as roads, clinics, and water and wastewater systems. The contrasts are not surprising in light of Appalachia's size and scope—the region extends more than 1,000 miles from southern New York to northeastern Mississippi and is home to over 26 million people.

## **B. About the Appalachian Regional Commission**

The Appalachian Regional Commission (ARC) is a regional economic development entity serving 423 counties across the Appalachian 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 elects one governor to serve as the States' Co-Chair. To strengthen local participation, ARC works with the Appalachian states to support a network of multi-county planning and development organizations, or local development districts (LDDs), throughout the region. Seventy-four LDDs cover all 423 counties in Appalachia. The LDDs help identify the needs of local communities, assist with participation in ARC programs, and at times serve as pass-through entities or fiscal agents to local grantees.

ARC's mission is to innovate, partner and invest to build community capacity and strengthen economic growth in Appalachia. ARC funds projects that address the five goals identified in its strategic plan:

1. Strengthen and diversify the region's economy through economic development strategies and investments in entrepreneurship and business development.
2. Expand and strengthen community systems that help Appalachians obtain a job, stay on the job and advance along a financially sustaining career pathway.
3. Ensure that the residents and businesses of Appalachia have access to reliable, affordable and resilient utilities and infrastructure in order to successfully live and work in the region.
4. Strengthen Appalachia's community and economic development potential by preserving and investing in the region's local and cultural heritage, as well as its natural assets.
5. 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 600 projects in the Appalachian Region in areas such as business development, education and job training, telecommunications, infrastructure, community resources and skill building, housing, and transportation. These projects create thousands of new jobs; improve local water and wastewater systems; increase school readiness; expand access to healthcare; assist local communities with strategic planning; and provide emerging businesses with resource development and skills to support growth.

Additional information about the Appalachian Regional Commission can be found at [www.arc.gov](http://www.arc.gov).

### **C. About the *READY Appalachia* Initiative**

Appalachia's regional economic growth relies on local ability to prioritize challenges and implement solutions. However, skills and resources are often lacking at individual, organizational or community levels. In response to this challenge, ARC launched a pilot program in 2022 to help Appalachian local governments and LDDs. Two years later, ARC launched *READY Local Governments* as part of the overall *READY Appalachia* initiative to support local governments in managing federally funded economic development projects, .

The *READY Appalachia* initiative has since expanded to provide skill-building, resource development 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. ARC's *READY Appalachia* initiative helps communities, organizations and individuals obtain the skills, knowledge and resources necessary to strengthen their local economies. Offerings include training and funding access, with special emphasis on serving Appalachia's most economically distressed counties.

In 2024, ARC contracted with an external consultant to produce the [READY Local Governments training program curriculum](#), which was ultimately delivered to 15 cohorts of 90 local governments across Appalachia. The curriculum was designed to help local governments in the Appalachian Region better manage, leverage and implement federally funded projects to invest in infrastructure, business and workforce development, and other long-term solutions to boost economic vitality at the community level. While the content has been developed with local governments in mind, it is relevant to many types of organizations doing important economic development work in Appalachia.

## **III. Scope of Work**

### **D. Program Purpose**

The purpose of the *READY Local Governments* training program is to train local government entities to better develop, manage, leverage and implement federally funded projects to strengthen infrastructure, business and workforce development, and other long-term

solutions to grow the region's economy. This iteration of the *READY Local Governments* training program will include an emphasis on ensuring local government entities are strategic, efficient, accountable and compliant when accessing various resources available to Appalachian communities.

*READY Local Governments* is focused on engaging training participants from Appalachia's 5,000 units of local government, including counties, cities, towns, municipalities, boroughs and similar entities. Participants of the training program will be municipal staff and local elected officials leading their entities in the day-to-day administration of grants, 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 support staff and other key employees responsible for tasks aligned to the *READY Local Governments* curriculum.

### **Key Considerations**

This iteration of *READY Local Governments* will build on ARC's existing curriculum that was developed in 2024. The intent of this RFP is to select a contractor to update and expand upon the current course materials in critical areas such as project development and prioritization, needs assessments, compliance, federal audits, and efficient grant administration practices (e.g., financial management, reporting, performance measurement/project evaluation) and to facilitate an accompanying training program.

ARC invites the selected contractor to propose additional topic areas that are timely and relevant to the efficient operations of local governments related to federal grants and could be expanded upon or introduced in this updated version of the training program. This may include revisions/updates to the existing course content/structure, and/or newly created courses. In addition to curriculum revisions and expansion, the contractor will facilitate the training program virtually (no in-person components), over the course of multiple weeks to approximately 60 local government entities (120 individuals; two per government entity) across Appalachia. The training program will complement technical assistance already being provided to communities by Appalachia's local development districts (LDDs), while not duplicating their crucial role.

## **E. Program Description**

The *READY Local Governments* initiative is comprised of two components:

- **Component 1:** The first element is a training program, by which participants learn and improve skills in all matters related to planning, implementing and managing successful economic development projects that are supported by federal grants (pre- and post-grant awards).
- **Component 2:** The second element is an ARC grant funding opportunity for participants who successfully complete the training program. This grant funding opportunity allows participants to apply lessons learned via the training by going through the complete life cycle of an ARC grant. This grant award can be up to \$50,000 for each entity and does not require match funding. The grant will be

awarded to the municipality itself for an economic development project that meets the needs of their community.

**The procurement activity covered by this RFP is limited to Component 1 only (the training program). It does not include Offeror involvement in Component 2.**

## **F. Program Objectives**

1. Train local government executives, elected officials and government staff in skills for **pre-award activities**, helping them to develop in-house skills and knowledge to identify, plan for, prioritize and develop economic development projects supported by federal grant funding. The specific skills to be developed include researching grant opportunities, planning and writing grant proposals, preparing the required paperwork, understanding funding priorities and leveraging available resources. While learning outcomes will extend to many types of grants, the curriculum will focus exclusively on federal grant pre-award principles.
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 Part 200), federal regulations, reporting, accounting, project management/tracking time and deliverables, project evaluation and performance measurement, identifying match funds and leveraging other financial resources. While learning outcomes will extend to many types of grants, the curriculum will focus exclusively on federal grant post-award principles.
3. As outlined in the [Program Purpose](#) section, the FY 2024 *READY Local Governments* curriculum will serve as the foundation for the training program. However, the contractor will recommend and facilitate updates, adaptations and suggestions for additional content as needed, with specific emphasis on compliance, efficiencies and outcome-based success.

## **G. Tasks to be performed**

**Task 1. Recruit 60 local government entities to participate in the *READY Local Governments* training program.**

E.1.1. The contractor will collaborate with the ARC Communications Division to develop an outreach and communications plan outlining items described in E.1.2 – E.1.3., including a timeline and milestones for ARC review/approval. ARC Communications Division will facilitate dissemination of recruitment materials via its owned platforms (e.g., [arc.gov](#), *In the Region* newsletter, social media, etc.), approve external-facing messaging, and ensure brand/visual compliance. The contractor will lead efforts to recruit priority governments (see below).

E.1.2. The contractor will provide a recommended list (with contact information) of priority governments for recruitment, including those serving distressed counties and those whom ARC has not worked with before.

E.1.3. Upon ARC's approval of the application materials (see Task 2), external-facing messaging and local government contact list, the contractor will facilitate targeted outreach to recruit priority governments (as described in E.1.2.). The contractor will report on key

performance indicators related to the impact of targeted outreach efforts (to be discussed and determined in collaboration with ARC).

**Task 2. Design an application and selection process to identify participants in the *READY Local Governments* training program.**

E. 2.1. The contractor will develop an application to supplement the notice of solicitation of applications (NOSA), which will be developed and created by ARC. The application will be designed to identify local governments in need of improving their efficiencies, growing their skillset related to the grant lifecycle and improving their strategic planning and contribution to economic vitality in the region. Contractor will include in the application package all applicable templates and forms to standardize the collection of information from program applicants.

E.2.2. The contractor will design a scoring framework/rubric to effectively identify eligible local governments with the greatest need for and potential benefit from training via *READY Local Governments*.

E.2.3. The contractor will conduct an informational webinar for interested applicants and develop and maintain an FAQ document, which will be updated (as needed) and publicly posted on ARC's website throughout the application process.

E.2.4. The contractor will oversee the application submission process via a virtual platform provided by ARC.

E.2.5. The contractor will assist interested entities during the application process by fielding and answering their questions in a timely manner, troubleshooting technical issues during the application process, flagging emerging issues with ARC (should they arise), etc. The contractor will manage the back-end of the application process, which includes: receiving, saving, tracking and sharing the applications with ARC; storing applications and related materials in a designated digital folder/space that is defined by ARC; and reporting on application submission status at designated times/intervals determined by ARC.

E.2.6. In addition to the back-end application duties as described in E.2.5, the contractor will pre-screen applications for eligibility. The contractor will send ARC a list of eligible entities for review and approval; they will also send ARC a list of disqualified applications with explanations related to how the applicant does not meet eligibility requirements. ARC will confirm with the contractor the list of applications to be scored by the Review Committee.

E.2.7. The contractor will support ARC in the selection of program participants by coordinating the internal review and scoring process. The final selection of program participants will be at the sole discretion of ARC.

E.2.8. The contractor will provide the Review Committee training materials and content (e.g. PPT slides, scoring rubric) to ARC for comments/feedback/approval prior to implementation. ARC will identify and recruit approximately 20 ARC stakeholders and staff to participate in the Review Committee, which will be responsible for scoring applications.

E.2.9. In collaboration with ARC, the contractor will manage all communication with all the selected and not-selected applicants during the entire application process, during the duration of the training program, and the evaluation of the program. Additionally, the contractor will manage all communication with course participants and instructors related to the courses and consultation sessions.

### **Task 3. Design and implement a virtual cohort training program.**

E.3.1. The contractor will review the FY 2024 *READY Local Governments* curriculum, make refinements/updates and propose additional content. Additional content shall be related to strategic project development, conducting needs assessments, grant compliance, performance measurement/project evaluation, reporting, the Build America, Buy America (BABA) Act, and federal grant audits. Specific updates to be made include any up-to-date changes to the Uniform Guidance for Federal Awards, environmental requirements, wage-related matters, and any other applicable federal laws, rules, regulations, or Executive Orders. ARC will provide an updated version of all ARC-authored materials from the curriculum as requested by the chosen contractor after award (grant agreements, NOSAs, etc.). The final curriculum will include 7-9 courses, based upon ARC's existing course content and any new content suggested and developed by the contractor.

E.3.2. The contractor will design and facilitate a virtual training program to serve up to 60 local government entities (120 participants) with the following elements included:

- a. **Cohort-based group learning.** The 60 participating local governments will be organized into small groups ("cohorts"), ensuring not more than five local governments per cohort. The contractor will propose a methodology for organizing and grouping the various cohorts (e.g., by city budget/size, participants' experience with the training subject matter, desire to focus more on pre-award or post-award skills, etc.). The contractor will also propose a course structure that accounts for various skill levels (e.g., beginner, intermediate) and focus areas of participants. Course structure will include dedicated time for trainees to work with other participants in small groups, aligning with the final methodology for cohort delineation. The suggested methodologies for cohort grouping and course structure should be described in the proposal.
- b. **Consultations.** The courses must include: 1.) group class time, 2.) regular one-to-one consultations between the instructor and the government entity, 3.) actionable homework assignments/readings, and 4.) one post-course consultation to be scheduled several months after the course finishes. The post-course consultation will be conducted 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 progress summary report for each entity should be produced and sent to the entity and ARC after the post-course consultation.
- c. **Virtual engagement & cohort interaction.** The courses and consultation sessions must be entirely virtual and must be offered synchronously. The instruction and coaching must take place over Zoom or other video-conferencing platform and

should encourage direct interaction/engagement with other participants in the cohort and between the government entity and instructors. The contractor should account for virtual instruction platform costs in the proposed budget.

- d. **Defined duration of the training program.** The training program in its entirety should be no less than six and no more than 12 weeks long, although alternatives to this structure may be considered. Contractors will recommend the duration of the training program in conjunction with the curriculum proposal.

E.3.3. The contractor will develop a proposed attendance policy, including attendance requirements for course sessions and consultations with instructors. The policy will be reviewed and approved by ARC before implementation. Complying with the course attendance policy will directly impact local governments' eligibility for grant funding after the conclusion of the training program. The contractor will be responsible for tracking each local government's attendance over the course of the training program and will develop a process for doing so. At the conclusion of the training program, the contractor will inform ARC of each participant's eligibility for subsequent grant funding, based on the ARC-approved attendance policy.

E.3.4. In addition to facilitating the training program to participants, the contractor will document and report attendance to ARC each week of the training program. Attendance records must include course attendance records, as well as biweekly/post course consultation attendance. General themes, challenges and accomplishments should also be included in the contractor's attendance updates to ARC.

E.3.5. 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 resources for participants to use. The contractor may use an online learning management system to accomplish this, but this is not required.

E.3.6. The contractor will have regular communication with ARC staff, including weekly check-in meetings from the beginning of the period of performance through the end of October 2026, and biweekly meetings once every two weeks thereafter as required by ARC.

E.3.7. 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 one-to-one consultations and any issues associated with them. The written monthly progress reports will be in addition to the weekly check-in meetings.

E.3.8. Any additional course material that is developed to supplement the existing curriculum should be designed in such a way that they can be indefinitely utilized by ARC, at its discretion, as free-standing, replicable, self-paced content after the conclusion of the training program period. Although external tools may be incorporated and referenced appropriately in the curriculum, any additional course content that the contractor provides must be original and produced solely for this contract as a "work for hire." Offerors shall be responsible for all licenses or any other requirement for the legal use of these resources and will indemnify and hold harmless ARC of any claim arising from the use of those resources. The Offeror shall transfer all newly created course material to ARC for its indefinite use. Courses



will be transferred in both Word documents and in a commonly accepted file format, such as PDF, PPT or SCORM modules. Existing and new training content and materials should be combined as one coherent, stand-alone course document (both Word and PDF formats).

E.3.9. The contractor will record all training courses and provide the recording files to ARC. The recordings must be provided in a format that is accessible to ARC.

E.3.10. The contractor will ensure all designed course materials comply with ARC brand guidelines, which will be provided to the contractor from the ARC Communications Division.

#### **Task 4. Evaluate participant satisfaction of the training program.**

E.4.1 The contractor will develop and administer a participant satisfaction survey to evaluate participants' experience during the training program.

E.4.2 The contractor must submit a plan to evaluate participant satisfaction for ARC approval, which will include methods for collecting participant satisfaction rates and feedback. The survey length should be limited to no more than 10 questions. Upon ARC approval and in coordination with ARC's Research and Evaluation staff, the contractor will implement this evaluation strategy.

E.4.3. The contractor will produce an evaluation report that will include findings related to participant satisfaction and other data acceptable to ARC collected during the implementation of the program. The 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 program and those seeing measurable improvement as a result.

### **H. Deliverables list/schedule (including reporting requirements)**

<b>Key Deliverables</b>	<b>Date (subject to change)</b>
Weekly status update meetings with ARC through October 2026; biweekly thereafter	April 2026–May 2027
Communications plan outlining strategy and timeline for promoting the training program	May 2026
Evaluation plan including method and timeline for evaluating participant satisfaction and obtainment of learning objectives	May 2026

Training program application, including relevant supporting documents (e.g., FAQ document, scoring rubric) and informational webinar to prospective applicants.	June 2026
Established email account dedicated to addressing external questions and facilitating technical assistance related to the general administration of the training program	June 2026–April 2027
Training session for Review Committee, which is responsible for scoring applications	July 2026
Eligible applicant list that will identify applications to be scored by Review Committee	July 2026
Recommended participant list based upon Review Committee's scores and recommendations	August 2026
Refine and finalize the <i>READY Local Governments</i> training program curriculum	September 2026
Deliver training program to participants, including one-to-one consultations	October 2026–February 2027
Post-course consultation sessions including a summary of consultation findings, action steps and themes provided to each local government and ARC	January–March 2027 (following the training program)
Final attendance and preliminary grant eligibility list to ARC	April 2027
Final training materials, including PPTs, facilitator guides, self-paced materials and additional resources, as applicable.	April 2027
Final evaluation results and summary to ARC	May 2027
Contract close	May 2027

## I. Resources to be provided by ARC

Offerors should access the [FY 2024 READY Local Governments curriculum](#), which will serve as the baseline curriculum for the training program. Additionally, ARC will write and finalize the NOSA, which will outline the intent of the *READY Local Governments* training program, eligibility factors, timelines and other relevant criteria. ARC will provide access to its application portal, which will be the method for accepting, reviewing and scoring applications. ARC will also maintain its publicly facing website for the *READY Local Governments* initiative for general public notifications about the training program. ARC will also provide the contractor with its brand guidelines, logo files, approved public-facing messaging and a branded/designed PPT template for course materials.

## J. Period of performance

It is anticipated that the contractor will be selected by March 27, 2026, for an estimated contract start date of April 1, 2026, and an estimated completion date of May 31, 2027.

## K. Place of performance and travel

All work will be conducted virtually.

# IV. Technical, Management, and Cost Proposal Contents

The technical and management proposals must not exceed 30 pages, not including accompanying resumes, past project samples, and organizational background materials.

If artificial intelligence (AI) technology will be used in the performance of the tasks specified in this RFP, Offerors must describe how it will be used and for what purposes. Additionally, Offerors must mark any confidential or proprietary information that is submitted as part of a proposal.

By submitting a proposal in response to this RFP, Offeror certifies that at the time of proposal submission the Offeror is not delinquent in the payment of any federal or state government debt subject to offset under the Treasury Offset Program (see <https://fiscal.treasury.gov/top/>).

## L. Technical Proposal

### Summary Abstract (300 words)

In this section, provide a brief abstract of the proposal by summarizing the background, objectives, and proposed components.

### Technical approach and Methodology

Describe the approach or methods utilized to accomplish all the tasks specified in this RFP. 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, including course titles and a summary of course content, to meet the requirements set forth in Section F. As an attachment, please outline the additional course(s) you will provide to supplement the *READY Local Governments* curriculum and attach one sample assignment/resource for the course(s).
- A summary of key adjustments and revisions to the *READY Local Governments* curriculum to ensure relevance and timely content. This does not need to be a specific list of revisions, but rather a summary of themes and general areas of improvement to better align with ARC's focus on strategic project development, compliance and program efficiencies.
- Proposed method(s) for organizing the cohorts/cohort structure, including criteria other than choice of course that will be considered (e.g., size/budget of local government, level of familiarity with the training subject matter, focus on pre-award vs. post-award, skill level, etc.). Please provide justification for these additional criteria.
- Proposed methods for selecting and managing any subcontractors.
- Methods for identifying and reaching local government entities that would benefit most from this program, including governments serving distressed counties or areas.
- Proposed methods for evaluating participant satisfaction of the training program.
- Proposed methods for consultations, including the regularly scheduled one-to-one consultations and post-course consultations.

### **Project Work Plan and Milestones**

As an attachment, prepare and submit a work plan addressing the scope of work set forth in Section III, including key deliverables and milestones. Describe the phases into which the proposed work can be logically divided and performed. A schedule of milestones and deadlines must be specified for the completion of all proposed activities. Include specific dates (day, month, year) for all activities to be completed. Regular check-in meetings with ARC staff are also required.

## **M. Management Proposal**

Resources and capacities related to the planning and management of the activity will be considered as part of the proposal selection process.

### **Business Management Organization and Personnel**

Furnish a brief narrative description of the Offeror organization, including the division or branch planned to perform the proposed effort, and the authority responsible for controlling the applicable resources and personnel.

#### **Personnel**

Identify all personnel who would be essential to performing the work under this activity ("key personnel"), along with a detailed description of work they will perform. Enclose brief

resumes that include the professional classifications, education, and relevant experience of all identified personnel. The selected Organization will be required to furnish the services of those identified in the proposal. Any change in key personnel is subject to approval by ARC.

### **Staffing Plan**

A staffing plan that describes the Offeror's proposed staff distribution to accomplish this work is required. The staffing plan must present a chart that assigns the full-time equivalent (FTE) commitment of each staff member to the project's tasks and schedule. Additionally, the proposal must identify the relationship of project personnel to the Offeror organization, including identifying consultants and subcontractors.

### **Relevant Prior Experience**

The proposal must describe the qualifications and experience of the Offeror and the personnel to be assigned to the project. This should include examples of work in Appalachia, with local governments, federal grant-related training programs and/or rural and/or economically distressed communities. Provide examples (links and/or attachments) of three recent similar initiatives undertaken by the Offeror. Provide organization names and addresses, names of contact persons, email addresses and telephone numbers of contacts from three recent similar activities successfully performed by the Offeror for reference. Submission of this information shall be construed as an implied consent for ARC to contact those entities or individuals without further consent from the Offeror.

## **N. Cost Proposal**

The contract awarded for this activity will be a firm fixed price contract, within an estimated budget range of \$450,000-500,000. The contract ceiling shall remain firm during the project and shall include all costs that may be incurred in fulfilling the terms of the contract.

Proposals must contain a detailed budget and budget narrative. Cost information must include hourly or daily rates for direct labor costs (consistent with the staffing plan), labor overhead costs, travel, estimated cost of any subcontracts, other direct costs, total direct cost and overhead, and total cost, including fee or profit.

## **V. Proposal Submission**

**Proposals are due on or before 5:00 p.m. Eastern Time (ET) on February 13, 2026.** Please send proposals as one Word or PDF document to [contracts@arc.gov](mailto:contracts@arc.gov).

Additional specifications:

- Submissions will not be accepted after the closing date and time.
- Submissions must be in Word or PDF format, attached and sent via email.
- Requests for time extensions past any deadlines will not be considered.
- Questions may be submitted to [contracts@arc.gov](mailto:contracts@arc.gov) by January 9, 2026. Answers will be posted on the [Contract Opportunities](#) section of the ARC website on January 23, 2026.

- 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. ARC also reserves the right to partially award the work associated with this RFP or to cancel this solicitation at its sole discretion.

## VI. Evaluation of Proposals

ARC will review proposals through a competitive process based on the following criteria:

Criteria	Maximum Score
Thorough technical approach to specified activities that meets the requirements detailed in the scope of work	25
Detailed workplan and timeline demonstrating understanding of requirements and ability to achieve the required deliverables in a timely fashion	20
Successful demonstrated recent past performance of Offeror and Offeror's team in the following: 1) supporting Appalachian local governments serving distressed areas; 2) developing and delivering virtual training programs in skills related to federal project development, grant management, administration and compliance; 3) the ability to leverage a deep network of local government partnerships and contacts.	25
Personnel qualifications demonstrating the ability to implement requirements of the Scope of Work	10
Cost effectiveness of the proposal	10
Overall quality (writing style, formatting, readability, accuracy, completeness)	10

Subsequent to the evaluation, and at the sole discretion of the ARC, certain Offerors may be selected for interviews.

ARC may then select the Offeror whose proposal and interview, as applicable, represent the best value after evaluation in accordance with the factors in this RFP. ARC reserves the right to make this decision and ARC's decision on this matter is final.

ARC may reject any or all proposals if such action is in ARC's interest. ARC will not reimburse Offerors for any costs incurred in the preparation and submission of a proposal in response to this RFP.

## VII. Warranties and Representations

As used in this Section VII., “Contracting Officer” means the ARC Procurement and Contracting Officer and “Contractor” means an Offeror awarded a contract under this RFP.

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: (1) those prices; (2) the intention to submit an offer; or (3) the methods or factors used to calculate the prices offered; (4) 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 (5) 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.

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 to provisions set forth in the preceding Provision 1 “Certificate of Independent Price Determination”; 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 Provision 1.

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 the 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. The rights and remedies available to ARC under this Provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under contract.

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.

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 Provision, 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).

6. **Anti-Kickback 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.

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

- (1) 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 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 (i) exchanging the information covered by such subsections for anything of value; or (ii) obtaining or giving anyone a competitive advantage in the award of an ARC or Federal agency procurement contract.
- (2) If ARC rescinds the contract under the preceding paragraph (A) of this Provision, ARC is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (3) 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.

8. **Price or Fee Adjustment for Illegal or Improper Activity.** ARC, at its election, may reduce the price of a firm- fixed-price contract if the Executive Director (ARC's Executive Director) or their designee determines that there was a violation of the integrity of the procurement process. The price adjustment will be by 10 percent of the initial contract price determined by the Executive Director or their 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 a contract.

9. **Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.** 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.

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 contract or 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.

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 timely disclose, in writing, to the ARC Office of the Inspector General, with a copy to the Contracting Officer, 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 or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

## **12. Preventing Personal Conflicts of Interest.**

(l) 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); and (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 Provision;
- 6) Report to the Contracting Officer 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 of 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.

(2) Definitions. For purpose of this Provision, 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. 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.
- 2) 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.
  - (h) Determining whether contract costs are reasonable, allocable, and allowable.

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 U.S.C. 4712. Furthermore, the Contractor shall include the substance of this Provision in all subcontracts over the simplified acquisition threshold as defined in the FAR 2.101 on the date of the subcontract award.

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., ARC's Office of the Inspector General). As an ARC contractor, the entity acknowledges that 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).

15. **Continuity of Services.** (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 Contracting Officer'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.

16. **Government Supply Sources.** The Contracting Officer 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.

17. **Refund of Royalties.**

- (a) 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 Contracting Officer.
- (b) 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.
- (c) The Contractor shall furnish to the Contracting Officer, 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.
- (d) The Contractor will be compensated for royalties reported under paragraph (C) of this Provision, only to the extent that such royalties were included in the contract price and are determined by the Contracting Officer 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 Contracting Officer 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 Contracting Officer directs.
- (e) If, at any time within 3 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 paragraph (d) of this Provision, the Contractor shall promptly notify the Contracting Officer of that fact and shall reimburse ARC in a corresponding amount.

- (f) The substance of this Provision shall be included in any subcontract.
- (g) Should the response to this solicitation contain 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

In addition, if specifically requested by the Contracting Officer 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.

- 18. **Suspension of Work.** The Contracting Officer 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 Contracting Officer 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 (A) by an act of the Contracting Officer in the administration of the contract, or (B) by the Contracting Officer'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.
- 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.

## **20. Insurance-Liability to Third Persons.**

- (1) 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 Contracting Officer may require under this contract. All insurance required by this paragraph shall be applicable for the entire period of contract performance and be in a form and amount as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.
- (2) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, 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.
- (3) 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.
- (4) 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.
- (5) 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 Contracting Officer 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.

## 21. Privacy or Security Safeguards.

- (1) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by ARC.
- (2) 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.
- (3) 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.

## 22. Rights in Data-General.

(a) Definitions. As used in this Provision-

*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.

*Computer software* (1) 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. (2) The term does not include computer databases or computer software documentation.

*Computer software documentation* means owner's manuals, user's manuals, installation instructions, operating instructions and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

*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.

*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.



*Limited rights* means the rights of ARC in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3).

*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.

*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.

*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).

*Unlimited rights* means 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.

- i. Except as provided in paragraph (c) of this Provision, ARC shall have unlimited rights in:
  1. Data first produced in the performance of this contract;
  2. Form, fit, and function data delivered under this contract;
  3. 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
  4. 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.
- ii. The Contractor shall have the right to:
  1. Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this Provision;

2. 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 Provision;
3. 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 Provision; and
4. 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 Provision.

(c) Copyright.

iii. Data first produced in the performance of this contract

1. Unless provided otherwise in paragraph (d) of this Provision, the contractor may, without prior approval of the Contracting Officer, 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 Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
2. 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).
3. 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.

iv. Data not first produced in the performance of this contract

1. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this

contract any data not first produced in the performance of this contract unless the Contractor:

- a. Identifies the data; and
- b. 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.
- v. 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:

- i. As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
- ii. As expressly set forth in the contract arising from this procurement activity; or
- iii. 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 Contracting Officer.

(e) Unauthorized marking of data

- iv. 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 Contracting Officer 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.
  - 1. The Contracting Officer 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;

2. 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 Contracting Officer 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.
  3. 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 Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the ARC Division Director, that the markings are not authorized, the Contracting Officer 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 Contracting Officer's decision. ARC will continue to abide by the markings under this paragraph (e)(1)(i) until final resolution of the matter either by the Contracting Officer'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.
- v. 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.
  - vi. 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

- i. 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.
- ii. 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 Contracting Officer may agree to do so if the Contractor:

1. Identifies the data to which the omitted notice is to be applied;
  2. Demonstrates that the omission of the notice was inadvertent;
  3. Establishes that the proposed notice is authorized; and
  4. 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.
- iii. If data has been marked with an incorrect notice, the Contracting Officer may:
1. 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
  2. Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software

- i. 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:
  1. Identify the data being withheld; and
  2. Furnish form, fit, and function data instead.
- ii. 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.
- iii. Notwithstanding paragraph (g)(1) of this Provision, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer 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 Provision, in accordance with the notice:

"Limited Rights Notice" 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:

This notice shall be marked on any reproduction of these data, in whole or in part.

(h) 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 Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) 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.

23. **Privacy Act.** The Contractor agrees to: (A) 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- (1) the systems of records; and (2) the design, development, or operation work that the Contractor is to perform; (B) 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 (C) 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.

24. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.** (A) The Contractor shall not provide to ARC any equipment,

system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as part of its products or services to ARC in the performance of a contract, subcontract, or other contractual instrument under this RFP, unless an exception at paragraph (C) of this Provision applies.

(B) In accordance with Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232), ARC will not enter into a contract, or extend or renew a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (C) of this Provision applies. This restriction applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under an ARC or Federal contract.

#### (C) Exceptions

This Provision does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(D) Reporting requirement. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information set forth in FAR 52.204-25(d)(2) to the Contracting Officer, unless elsewhere in the contract are established procedures for reporting the information.

(E) Procedures. The Contractor shall review the list of excluded parties in the System for Award Management (SAM) ([www.sam.gov](http://www.sam.gov)) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(F) Subcontracts. The Contractor shall insert the substance of paragraphs (A) through (F) in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(G) Representation. By making an offer under this RFP, the Offeror represents that it will not provide covered telecommunications equipment or services as part of its offered products or services to ARC in the performance of any contract, subcontract, or other contractual instrument under this RFP; and, further, that, after conducting a reasonable inquiry for purposes of this representation, the Offeror represents that it does not use

covered telecommunications equipment or services, or any equipment, system or service that uses covered telecommunications equipment or services.

(H) Definitions. As used in this Provision, "Backhaul," Covered telecommunications equipment or services," "Critical technology," "Interconnection arrangements," "Reasonable inquiry," "Roaming," and "Substantial or essential component" have the same meaning as provided in FAR 52.204-25(a).