



Request for Proposals:

Appalachian Leadership Institute

**Proposals due on or before 5:00 p.m. Eastern Daylight Time
January 10, 2025**

Attention: Jessica Mosley
Appalachian Regional Commission
1666 Connecticut Avenue NW, Suite 700
Washington, D.C. 20009-1068
202-884-7707
leadershipRFP@arc.gov

Request for Proposals: Appalachian Leadership Institute

Open date:	November 7, 2024
Questions due:	December 13, 2024
Answers posted on ARC website:	December 19, 2024
Proposal due date:	January 10, 2025
Interview period:	February 24-28, 2025
Selection date:	March 10, 2025
Contract period:	August 1, 2025 – July 31, 2026

I. Overview of Request for Proposals

The Appalachian Regional Commission (ARC or The Commission) invites proposals from organizations, including non-profits, institutions of higher education, and other stakeholders, (Organizations) to work in partnership with the ARC Academies & Institutes team to execute the Appalachian Leadership Institute (ALI), a leadership development program designed for people who live and/or work in Appalachia and are passionate about helping their communities thrive.

The Appalachian Leadership Institute is a nine-month leadership program designed for key leaders from the public, non-profit, and private sectors, which focuses on confronting challenges facing Appalachian communities, particularly those classified as rural and/or economically distressed. From October to July, 40 fellows meet for six skill-building seminars and conduct field visits across Appalachia, followed by a capstone graduation event held in Washington, D.C. Additionally, there is an active ALI Alumni program which currently hosts sessions twice a year and works to encourage ongoing networking and collective action.

ALI builds capacity through sessions focused on the ARC Investment Priorities from the [ARC Strategic Plan](#), equipping leaders with best practices for economic development in those areas. In addition to the focus on economic development, ALI develops the leadership skills of the fellows to improve their effectiveness as regional leaders. Upon the completion of the program, the participants should possess the knowledge and skills necessary to make a direct and sustainable impact in their community, county, and state.

Through this RFP, ARC is seeking a partner to assist with program and curriculum development and delivery. ARC encourages offerors to bring forth innovative ideas that will train local leadership through substantive exercises and learning modules and empower ALI participants to take action towards positively impacting the future of Appalachia with collaborative solutions to our region's greatest challenges.

II. Background

A. About Appalachia

The Appalachian Region, as defined in ARC's authorizing legislation, is a 206,000 square-mile region that follows the spine of the Appalachian Mountains from southern New York to northern Mississippi. It 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. Forty-two percent of the Region's population lives in rural communities, compared with 19% of the national population.

The Appalachian Region's 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 socioeconomic progress over the past five decades: Its poverty rate, which was 30.9% in 1960, fell to 14.3% over the 2018–2022 period. The number of high-poverty counties in the Region (those with poverty rates greater than 1.5 times the U.S. average) declined from 297 in 1960 to 123 over the 2018–2022 period. Since the 2013–2017 period, the share of Appalachian adults ages 25 and over with a bachelor's degree or higher has risen by three percentage points, to 26.7%, in 2018–2022. 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 diversity—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 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 multicounty planning and development organizations, or local development districts (LDDs), throughout the Region. Seventy-four LDDs cover all 423 counties in the Region. 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 inclusive economic development strategies and investments in entrepreneurship and business development.
2. 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. 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. Strengthen Appalachia's community and economic development potential by preserving and investing in the Region's local, cultural heritage, and 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 development, housing, and transportation. These projects create thousands of new jobs; improve local water and wastewater systems; increase school readiness; expand access to health care; assist local communities with strategic planning; and provide technical and managerial assistance to emerging businesses.

Additional information about the Appalachian Regional Commission can be found at www.arc.gov.

C. About the Appalachian Leadership Institute

Launched in 2019, the Appalachian Leadership Institute is a leadership training opportunity that equips Appalachian community leaders to use economic development as a tool to drive positive change. Since its launch, ALI has trained approximately 200 Appalachian leaders. Key objectives of ALI include, but are not limited to:

- Instilling in leaders the importance of regional action across jurisdictional boundaries, be they municipal, county, or state lines.
- Building awareness of ARC priorities in key areas such as business development, education and workforce preparedness, healthcare, infrastructure, tourism, community development, housing, and transportation.
- Ensuring ALI Fellows acquire the leadership abilities and skills necessary for spurring community and regional action.
- Developing a strong network of leaders who can work together across the region.
- Promoting action that will make a sustainable difference in the region.

III. Scope of Work

The Appalachian Leadership Institute is a collaborative effort between the Appalachian Regional Commission and the Organization that serves as our curriculum partner. The ARC Academies & Institutes Program Manager serves as the lead for ALI planning and direction within the partnership. The selected organization will provide expertise on content and curriculum planning under the leadership and approval of ARC.

Within this partnership, key roles and responsibilities of the selected Organization will include, but not be limited to:

- Actively collaborate with ARC on the development and delivery of ALI curriculum and programming. This includes but is not limited to developing and facilitating curriculum components, identifying topics and potential speakers for ALI sessions, as well as moderating panels. Final curriculum and programming will be approved by ARC.
- Serve as subject matter expert for the curriculum components, as appropriate.
- Attend all ALI sessions, including alumni sessions, which are held in-person across the Appalachian region. During these sessions, Organization staff will be expected to facilitate curriculum components, including session moderation, small group facilitation, etc.

- When available and appropriate during sessions, facilitate the use of resources at nearby universities and colleges by bringing them in as partners.
- Publicly promote ALI in the Appalachian Region as approved by ARC.
- Conduct evaluations of ALI programming and incorporate feedback from participants as well as ARC. These evaluations should be developed by the Organization in partnership with ARC and executed by the Organization.
- Meet bi-weekly with ARC staff for program planning.
- Provide briefings for ARC staff, and other interested parties, as requested.
- Notify ARC concerning any organizational changes, including significant personnel working on the ALI program.
- Provide quarterly reports throughout the length of the contract.

Key roles and responsibilities of the ARC staff will include, but not be limited to:

- Manage program scheduling to ensure that session dates align with the ARC calendar.
- Manage agenda development, speaker invitations, and logistics planning for all ALI sessions.
- Attend all sessions to oversee progress and manage the overall program.
- Manage fellow and speaker travel and reimbursements.
- Oversee strategic planning for all ALI initiatives.
- Manage the application and selection process for ALI.
- Act as the main point of contact for all ALI Fellows.
- Build and maintain the website for ALI.
- Provide feedback, guidance, and approval on program design and related issues.

IV. Technical, Management, and Cost Proposal Contents

The technical and management narrative must not exceed 12 pages, not including accompanying resumes and organizational background materials.

A. Technical Proposal

i. Summary Abstract (300 words)

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

ii. Pedagogical Methodology

Describe the approach or methods utilized in curriculum design to accomplish all the tasks specified in this RFP. The proposal must provide a detailed explanation of the content, instructional methods, and linkages between the various program components. Finally, the proposal must identify any difficulties that may be encountered in this project and propose practical and sound solutions to these problems.

iii. Key Personnel

All personnel taking part in the Appalachian Leadership Institute curriculum development and delivery must be described in this section. Brief resumes must include the professional classifications, education, and relevant experience of key personnel. The selected

Organization will be required to furnish the services of those identified in the proposal as key personnel. Any change in key personnel is subject to approval by ARC.

The proposal must describe the Offeror's strategy for promoting and implementing action-oriented leadership in the Appalachian Region, to include, but not be limited to, the following major components under the ALI umbrella:

- A program aimed at 40 leaders from the public, non-profit, and private sectors:
 - Curriculum and sessions focused on ARC's five investment areas.
 - Case study work that reflects both the opportunities and challenges in the region.
 - Proposed areas of training in leadership skills development.
- Alumni Network Programming
 - Curriculum and sessions that build upon the core curriculum of the program.
 - Proposed strategy for network building and continued growth.

The proposal must include an outline of the curriculum strategy for the entire year of ALI programming (7 sessions of 3-4 days each), as well as the ALI Alumni Network programming (2 sessions of 2-3 days each). The narrative must include discussion of content strategies, instructional methods, and linkages between the various program components. Innovative approaches are expected.

In addition, ARC encourages proposals that incorporate an accredited certificate in an appropriate subject matter that will contribute to the participants' expertise.

B. Management Proposal

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

i. 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 these resources and personnel.

ii. Staffing Plan

A staffing plan is required that describes the Offeror's proposed staff distribution to accomplish this work. 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. In addition, the proposal must include a detailed description of activities for key project-related personnel. Finally, the proposal must identify the relationship of key project personnel to the Offeror organization, including identifying consultants and subcontractors.

iii. Relevant Prior Experience

The proposal must describe the qualifications and experience of the Offeror and the personnel to be assigned to the project. The information provided should include examples of past experience in designing and delivering leadership development programming, including examples of outcomes and successes. Additionally, it should include examples of work with Appalachian communities and with rural and/or economically distressed communities. Please provide examples (links and/or attachments) of similar initiatives undertaken by the Offeror. Provide organization names and addresses, names of contact

persons, and telephone numbers 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.

iv. Contract Agreement Requirements

In this section of the proposal, the Offeror should identify any special requirements they want to include in the contract.

C. Cost Proposal

ARC estimates this effort to cost \$250,000 to \$375,000. However, Offerors should estimate their own costs for their analysis. The final contract awarded for this project will be a cost-reimbursement contract subject to the ceiling of the overall budget. Payments shall be made on a monthly or quarterly schedule (depending on contractor preference). The contract terms shall remain firm during the project and shall include all charges that may be incurred in fulfilling the terms of the contract.

Proposals must contain all cost information, including: direct labor costs (consistent with the staffing plan); labor overhead costs; travel; estimated cost of any subcontracts; other direct costs (such as those for curriculum material); total direct cost and overhead; and total cost, including fee or profit.

Proposals must include a plan for an in-person kickoff meeting and attendance at nine (9) ALI sessions during the year and include travel costs for these events. ARC will provide lodging for ALI sessions, so that cost should not be included in the proposal. Regular check-in meetings will be conducted virtually.

ARC policy on allowable indirect overhead costs for university-based contracts is to permit universities to charge the same rates charged to their own state agencies. ARC will honor indirect rates as suggested by the contractor. However, be aware that a lower indirect rate may be more competitive in the selection process.

V. Proposal Submission

Proposals are due on or before 5:00 p.m. Eastern Daylight Time (EDT) on January 10, 2025. Please send proposals as one PDF to LeadershipRFP@arc.gov.

Additionally:

- Submissions must be in PDF format and sent via email.
- Responses or unsolicited amendments will not be accepted after the closing date and time.
- Requests for time extensions past any deadlines will not be considered.
- Questions may be submitted to Jessica Mosley (LeadershipRFP@arc.gov) by December 13, 2024. Answers will be posted on the [Contract Opportunities](#) section of the ARC website on December 19, 2024.

VI. Evaluation of Proposals

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

- Overall quality of the proposal, including but not limited to how clear and understandable it is and whether it comprehensively responds to each element of this RFP.
- Technically competent pedagogical methodology.
- Background and experience of the Offeror and its individual staff in the following areas:
 - The development and delivery of economic development and leadership development programs;
 - Working with Appalachian communities; and
 - Working with rural and/or economically distressed communities.
- Demonstrated facilitation and team-building skills.
- Relevance of references and associated projects.
- Creativity and innovation.
- Cost-effectiveness of the proposal.

ARC will not consider incomplete proposals, including but not limited to proposals that do not adequately address the scope of work or fail to produce the documentation identified herein.

Subsequent to the evaluation, and at the sole discretion of the ARC, certain Offerors may be selected for interviews. Those Offerors selected will be given not less than seven business days' notice, along with the date, time, and place for these presentations.

Each Offeror selected for an interview will be allotted 30 minutes for its presentation, and additional time may be allotted to answer any questions that arise during the presentation.

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 the Commission's decision on this matter is final.

ARC may reject any or all proposals if such action is in ARC's interest.

It is anticipated that the contractor will be selected by March 10, 2025, for an estimated contract start date of August 1, 2025, and completion date of July 30, 2026.

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; (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.

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.**

(1) 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.**

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) The substance of this Provision shall be included in any subcontract.
- (7) 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 in a form and amount and for those periods 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

- (1) 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.

(2) Allocation of rights.

- 1) Except as provided in paragraph (C) of this Provision, ARC shall have unlimited rights in-
 - (a) Data first produced in the performance of this contract;
 - (b) Form, fit, and function data delivered under this contract;
 - (c) 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
 - (d) 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-
 - (a) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (C)(1) of this Provision;
 - (b) 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;

- (c) 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
- (d) 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.

(3) Copyright-

1) Data first produced in the performance of this contract.

- (a) 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.
- (b) 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).
- (c) 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.

- (a) 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-
 - (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.

(4) 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 Contracting Officer.
- (5) 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 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.
 - (a) 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;
 - (b) 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.
 - (c) 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.
 - 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.
- (6) 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 Contracting Officer may agree to do so if the Contractor-
 - (a) Identifies the data to which the omitted notice is to be applied;
 - (b) Demonstrates that the omission of the notice was inadvertent;
 - (c) Establishes that the proposed notice is authorized; and
 - (d) 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 Contracting Officer may-
 - (a) 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
 - (b) Correct any incorrect notices.
- (7) 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-
 - (a) Identify the data being withheld; and
 - (b) 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 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.
- (8) 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.

(9) 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) 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).