



Request for Proposals: Evaluation of ARC’s Business Site Development Grants

RFP Publication date:	Thursday, May 28, 2026
Questions due:	Thursday, June 11, 2026 to contracts@arc.gov
Answers posted on ARC website:	Thursday, June 18, 2026 at Contract Opportunities
Proposal due date:	Friday, July 10, 2026 by 5:00 p.m. ET to contracts@arc.gov
Shortlist interview window:	Wednesday, September 9, 2026 through Monday, September 14, 2026
Estimated contract period:	October 1, 2026 through September 30, 2027 (with possible extension up to March 31, 2028)
Contract type:	Firm fixed price
Estimated contract value:	Not to exceed \$250,000

I. Overview of Request for Proposals

The Appalachian Regional Commission (ARC) invites proposals from qualified consultants to assess the impact of ARC’s business site development grants and better understand the grant implementation experiences of grantees. ARC’s investments in development-ready commercial and industrial sites are designed to grow existing businesses, attract new industries to the region and help improve residents’ quality of life.

This program evaluation will examine approximately 250 grants that closed between fiscal years 2015 and 2024, representing almost \$90 million in ARC funding. These projects aimed to create or retain over 24,000 jobs, leverage almost \$3 billion in private investment, and serve over 7,000 businesses. The grants were primarily for construction and/or renovation projects, and about 80% of them were administered by federal or state basic agencies.

The evaluation should include quantitative analysis of the grant portfolio, collection and analysis of community economic data, input from grantees, and, to the extent possible, input from grantee beneficiaries. Questions to be addressed should cover goals and approaches of funded projects, grant performance and sustainability, and factors of grant successes and challenges.

Required deliverables include the following:

- Interim reports
- Executive summary
- Final report that includes key findings and recommendations
- Staff presentation, which will be conducted virtually
- Data files, including raw data, edited datasets, and results of statistical analyses. This will include an Excel spreadsheet formatted for uploading updated grant performance data to ARC’s grants management database.

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. The Appalachian Region is home to over 26 million people, with 42% of its population living in rural communities, compared to 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 2019–2023 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 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 Appalachia 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. While some communities have successfully diversified their economies, others still lack basic infrastructure such as roads, broadband, and water and wastewater systems.

B. About the Appalachian Regional Commission

The Appalachian Regional Commission (ARC) is an entity of local, state and federal governments serving 423 Appalachian counties across 13 states, with the mission of strengthening economic development throughout the region. Established by an act of Congress in 1965, the Commission is composed of the governors of the 13 Appalachian states, as well as a Federal Co-Chair appointed by the President of the United States and confirmed by the Senate. Annually, the group of governors 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 74 local development districts (LDDs) — multicounty planning and development organizations — that cover 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 funds, which are Congressionally appropriated, support grant-making to help strengthen Appalachia's economy. ARC-funded projects must advance at least one of five [strategic investment priorities](#): business development, workforce development, infrastructure, tourism and outdoor recreation, and community resources and skill-building. These investments create thousands of new jobs; improve local water and wastewater systems; build transportation infrastructure; extend broadband connectivity; increase workforce readiness; expand access to healthcare; assist local communities with strategic economic planning; and provide technical and managerial assistance to emerging businesses and entrepreneurs throughout the region.

Additional information about the ARC can be found at www.arc.gov.

C. About the Business Site Development Program

Communities across Appalachia continue to need investments in development-ready commercial and industrial sites for economic development projects, as well as redeveloping and repurposing unused, underutilized, or neglected sites, brownfields, and mine-scarred lands to fuel economic and community development. Infrastructure investments and integrated economic development plans help grow existing businesses, attract new industries to the region and improve residents' quality of life.

ARC generally categorizes site development project activities under Goal 3 of its strategic plan.

Examples of industrial or business site development projects include, but are not limited to:

- Building new water, electric, energy, gas, and/or broadband infrastructure to enable the development or expansion of industrial parks, industrial sites, or non-industrial businesses to drive economic activity and opportunity
- Extending public water and wastewater service to enable the opening of new parcels within industrial parks, industrial sites, or non-industrial businesses to allow for growth
- Renovation or improvements of commercial/industrial buildings
- Construction of new buildings, including shell buildings
- Construction of roads or rail to provide access to new sites
- Grading, excavation, storm water management and other work to prepare land areas for construction

Basic Agency Requirements for Construction Projects

Unlike other grants, ARC does not administer construction grants. ARC operates in partnership with federal and state agencies under a memorandum of understanding (MOU) to manage federal construction grants throughout the region. Applicants for construction grants must secure a letter from the appropriate federal or state agency, known as a basic agency letter, indicating their willingness to administer ARC funds for any proposed infrastructure project. For purposes of this evaluation, the most appropriate point of contact will likely be the grantee, but will also likely include additional outreach to basic agency contacts.

More information about ARC's business site development grants can be found at <https://www.arc.gov/resource/application-guidance-by-project-type/>.

i. Grant Cohort

This program evaluation will examine approximately 250 grants that closed between fiscal years 2015 and 2024, representing almost \$90 million in ARC funding. These projects aimed to create or retain over 24,000 jobs, leverage almost \$3 billion in private investment, and serve over 7,000 businesses. The grants were primarily for construction and/or renovation projects, and about 80% of them were administered by federal or state basic agencies.

ARC investments in the business site development portfolio typically track one or more of the following ARC performance measures:

- Acreage
- Jobs Created

- Jobs Retained
- Leveraged Private Investment (LPI)
- Linear Feet
- Programs Implemented
- Square Feet
- Businesses Served and Improved

Generally, projections for construction measures and “served” measures are expected to be met by grant closeout. Other projected measures, such as the “improved” measures and LPI, are expected to be met up to three years after grant closeout. More information about ARC’s grant performance measures can be found at www.arc.gov/resource/guide-to-arc-project-performance-measures.

III. III. Scope of Work

D. Purpose/Objective

The goals of this evaluation are to assess the economic development impact of ARC’s business site development grants, better understand the grant implementation experiences of grantees, highlight promising practices among grantees and applicants, and provide ARC with a set of recommendations for improvement.

This project aims to achieve the above goals by summarizing grant data, collecting updated ARC grant performance data from past grantees, collecting current community economic data, and collecting additional feedback from past grantees, including qualitative input on their experiences implementing their ARC grants.

To the extent possible, ARC is also interested in direct feedback from grantee beneficiaries/clients. ARC does not have contact information for grantee beneficiaries, and we recognize that some grantees may not be able to share such information. Any contact with beneficiaries would be coordinated between grantees and/or beneficiaries and the selected contractor.

E. Tasks to be Performed

The proposal must include a feasible methodology to complete the scope of work within the given timeframe. The methodology section must include the following:

- Methodology for quantitative analysis of the grant portfolio
- Framework for collecting and analyzing quantitative and qualitative data, such as:
 - Updated ARC grant performance metrics
 - Grantee feedback (may include surveys, focus groups, interviews, site visits, and/or other methods)
 - Community economic data
- Framework for completing up to 10 case studies to highlight promising practices and/or innovative approaches. Specific attention should be given to best practices in communities that are rural and/or economically distressed.
- Crosswalk showing the alignment between evaluation questions and data sources

The evaluation should address the following questions. The table below indicates the likely data source for each question, though this is not meant to be prescriptive. For example, ARC will provide quantitative and qualitative data describing the goals of each project, but this should not preclude the contractor from asking grantees to describe the goals of their projects.

	Data Source		
	Quantitative data provided by ARC	Narrative data provided by ARC	Requires new data collection
Description of grant activities:			
• What were the goals of the projects?	x	x	
• What approaches and/or activities did the projects use to meet these goals?		x	
• What are the funding approaches used to support these projects (percentage of ARC vs. other funding, public funding vs. LPI, loans, other grants, etc.)?	x		x
• What types of organizations received the grants and what are the characteristics of their beneficiaries?	x	x	x
• What types of organizations are grantees partnering with to implement site development projects?		x	x
• To what extent are business site development projects speculative (i.e., no interested business at the start of the project) vs. customized (i.e., specific business with specific needs drives the project scope)?		x	
• How many business site development projects were developed on brownfield land?		x	x
Grant performance:			
• What specific ARC outputs and outcomes were projects designed to achieve, and to what extent did projects meet their performance goals?	x		x
• What is the current status of sites developed or improved through ARC-funded site development projects?			x
o What businesses currently operate at the site? Are they the same businesses originally slated to use the site?			x
o What kinds of jobs are available at the site?			x
• Has ownership of the land changed hands since the close of the grant?			x

	Data Source		
	Quantitative data provided by ARC	Narrative data provided by ARC	Requires new data collection
<ul style="list-style-type: none"> What is the typical timeframe between the close of an ARC-funded site development project and the site hosting an operational business? 			x
Factors of successes and challenges:			
<ul style="list-style-type: none"> What factors influenced projects' successful implementation and sustainability? 			x
<ul style="list-style-type: none"> To what extent does success vary based on factors such as: <ul style="list-style-type: none"> Grantee organization type Speculative projects vs. customized Shell buildings vs. customized buildings Ratio of private to public investment Geographical factors such as location/access to markets Evidence of demand presented in the application Road infrastructure Transportation access, including truck parking Brownfield land 	x		x
<ul style="list-style-type: none"> What challenges/barriers to success did projects face, and how were they addressed? <ul style="list-style-type: none"> If there are sites where there are no businesses operating currently, what are the factors that led to this outcome? 			x
<ul style="list-style-type: none"> Are there indicators at the application stage that predict a successful or non-successful project? 		x	x
<ul style="list-style-type: none"> What are best practices in terms of what is required for a successful site development project, including order of precedence for site development activities (e.g., water/sewer installation, construction of the building, securing an employer, site clearing)? 			x

Recommendations

The final report must include strategic, actionable recommendations for both ARC and the local communities and organizations that are implementing business site development projects related to the following topics:

- Implementation of business site development grants
- Grant application requirements, including requirements for documenting potential demand for the property
- Support provided by ARC to applicants and grantees throughout the grant life cycle
- Assessing grant performance
- Considerations for future investment in business site development

F. Deliverables List

1. Interim Reports

The contractor will prepare interim reports summarizing the findings of each data collection/analysis activity. These will be for internal purposes and do not need to meet the standards of public-facing reports. The purpose of these reports is to provide ARC with opportunities for review and feedback prior to the development of the final report.

2. Executive Summary

The executive summary will present high-level findings and recommendations from the full report.

3. Final Report

The final report will summarize evaluation findings and synthesize themes in the areas of grantee successes and challenges and progress towards performance goals. The report will include actionable recommendations aimed at ARC's implementation of the business site development grant program.

A draft report will be submitted in Microsoft Word to allow for ARC review and feedback. The final report will be submitted in Microsoft Word and Adobe PDF once edits have been incorporated. Please note: it is the responsibility of the contractor to allow sufficient time for multiple reviews of drafts by ARC staff and to provide line editing of the final report/deliverable.

4. Staff Presentation

Findings and recommendations will be shared with ARC staff during a one-hour all-staff presentation. This presentation will be conducted virtually via Zoom.

5. Data Files

The data files must include electronic versions of all relevant datasets compiled during the study, including raw data (to the extent possible while protecting confidentiality of survey responses), edited datasets, and results of statistical analyses. This will include an Excel spreadsheet formatted for uploading updated ARC grant performance data to ARC's grants management database.

Note that for this evaluation, ARC is not interested in the development of public-facing websites or web-based interactive maps.

G. Resources to be Provided by ARC

ARC will provide the contractor with an Excel file dataset that includes the following:

- Descriptive information about each grant (e.g., start date, close date, funding amount, strategic plan goal and objective, grant type, purpose, etc.)
- A narrative description of the grant
- Grantee contact information, current as of the close of the grant
- Projected ARC performance measures
- Closeout ARC performance measures

The selected contractor will also have view-only access to ARC's grants management database, where further information may be accessed (e.g., history of correspondence between the grantee and ARC staff and interim progress reports from the grantee).

H. Period of Performance

It is anticipated that the contractor will be selected by September 21, 2026, for an estimated contract start date of October 1, 2026, and completion date of September 30, 2027. Depending on the project plan, contract extensions will also be considered up to March 31, 2028.

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.

I. Place of Performance and Travel

Proposals should include a plan for a kickoff meeting, regular check-in meetings, and a final presentation of key findings and recommendations to all staff. We anticipate these meetings will be conducted virtually. However, proposals should include travel costs, if applicable, for any potential in-person activities such as site visits.

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/>).

J. Technical Proposal

i. Summary Abstract (300 words)

Provide a brief abstract of the proposal by summarizing the background, objectives, and proposed components.

ii. Technical approach and Methodology

Describe the approach or methods utilized to accomplish all the tasks specified in this RFP.

iii. Project Work Plan 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 and must include sufficient time for multiple reviews of drafts by ARC staff. Regular check-in meetings with ARC staff are also required.

K. Management Proposal

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

i. Business Management Organization and Personnel

Provide 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.

ii. 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.

iii. 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.

iv. 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 with Appalachian communities and with 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.

L. Cost Proposal

The contract awarded for this activity will be a firm fixed-price contract, with a total budget not to exceed \$250,000. 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. ET on July 10, 2026. Please send proposals as one Word or PDF document to contracts@arc.gov.

Additionally:

- 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 by COB June 11, 2026. Answers will be posted on the [Contract Opportunities](#) section of the ARC website on June 18, 2026.
- The shortlist interview window is September 9-14, 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 and at a minimum, addresses: <ul style="list-style-type: none"> • Analysis of grantee portfolio • Grantee survey • Gathering feedback from grantee beneficiaries • Collection and analysis of community economic data • Case studies • Interim reports • Final report • Staff presentation • Excel spreadsheet for uploading performance data to ARC grants management database 	40
Detailed workplan and timeline demonstrating understanding of requirements and ability to achieve the required deliverables in a timely fashion	15
Successful recent past performance of Offeror and Offeror's team in evaluation of similar infrastructure-related economic development projects, demonstrated through at least three examples and contact information for three references	25
Personnel qualifications demonstrating the ability to implement requirements of the Scope of Work	10
Cost effectiveness of the proposal	5
Overall quality (writing style, formatting, readability, accuracy, completeness)	5

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 the Commission'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; (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 it has the responsibility to include the substance of this provision in subcontracts under an ARC contract.

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

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) 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).