PART 2952—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

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Parent topic: SUBCHAPTER H—CLAUSE AND FORMS

Subpart 2952.2—Text of Provisions and Clauses

2952.201-70 Contracting Officer's Representative (COR) Clause.

As prescribed in 2901.602-70, insert the following clause:

Contracting Officer's Representative (COR) Clause (SEP 2014)

(a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

(b) The COR is responsible as applicable for receiving all deliverables; inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual scope of work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If, as a result of technical discussions, it is desirable to alter/change contractual obligations or the scope of work, the contracting officer must issue such changes.

(End of Clause)

2952.204-70 Records Management Requirements.

As prescribed in 2904.703-70, insert the following clause:

Records Management Requirements (AUG 2018)

A. Definitions

“Federal record,” as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record:

(a) Includes DOL records.

(b) Does not include personal materials.

(c) Applies to records created, received, or maintained by contractors pursuant to their DOL contract.

(d) May include deliverables and documentation associated with deliverables.

B. Requirements

(a) Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to, the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR chapter XII, subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(b) In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(c) In accordance with 36 CFR 1222.32, contractor shall maintain all records created for government use or created in the course of performing the contract and/or delivered to, or under the legal control of, the Government and must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.

(d) DOL and its contractors prevent the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, the contractor must report the event to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to report to NARA in accordance with 36 CFR part 1230.

(e) The contractor shall immediately notify the appropriate contracting officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor shall not remove material from government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to DOL's control, or the contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the contracting officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with paragraph (d) of this clause.

(f) The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(g) The contractor shall only use government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.

(h) The contractor shall not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

(i) The contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public

disclosure by an exemption to the Freedom of Information Act.

(j) [Insert the following if no other data rights clause has been included in the contract] The DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through 52.227-20.

(k) Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, provided by DOL, as directed by the Contracting Officer's Representative (COR). The training shall be completed in a timeframe specified by the COR. The contractor confirms training has been completed according to agency policies, including initial training and any annual or refresher training.

C. Flow Down of Requirements to Subcontractors

(a) The contractor shall incorporate the substance of this clause, its terms, and requirements, including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.

(b) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of Clause)

2952.207-70 Contractor Personnel Telework.

As prescribed in 2907.108-70, insert the following clause:

Contractor Personnel Telework (OCT 2021)

The Government shall not provide or reimburse contractor personnel for internet connectivity.

(End of Clause)

2952.209-70 Organizational Conflict of Interest Clause—OCI-1 Exclusion From Future Agency Contracts.

As prescribed in 2909.507-70, insert the following clause:

Organizational Conflict of Interest Clause—OCI-1 Exclusion From Future Agency Contracts (DEC 2012)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.5 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could

prohibit the contractor from competing for, or being awarded, future government contracts. The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the contracting officer as general guidance in individual contract situations:

(1) Unequal Access to Information. The performance of this contract may provide access to "nonpublic information," which could provide the contractor an unfair competitive advantage in later solicitations or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the "nonpublic information" may be provided to all offerors.

(2) Biased Ground Rules. Your contract with DOL may have, in some fashion, established important "ground rules" for another DOL procurement, in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired Objectivity. The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to DOL could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

(b) To prevent a future OCI of any kind, the contractor shall be subject to the following restrictions:

(1) The contractor may be excluded from competition for, or award of, any government contracts as to which, in the course of performing another contract, the contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.

(2) The contractor may be excluded from competition for, or award of, any government contract for which the contractor actually assisted or participated in the development of specifications or statements of work.

(3) The contractor may be excluded from competition for, or award of, any government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed

thereby.

(4) The contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the contractor participated in the development of requirements or definitions pursuant to another contract.

(c) This clause shall not exclude the contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition, but the contracting officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

(d) The term “contractor” as used in this clause, includes any person, firm, or corporation that owns or controls, or is owned or controlled by, the contractor. The term also includes the corporate officers of the contractor.

(e) The agency may, in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause shall apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the contracting officer shall direct.

(f) If any provision of this clause excludes the contractor from competition for, or award of any contract, the contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract. This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the contracting officer determines otherwise.

(End of Clause)

2952.211-70 Internet Protocol Version 6 (IPv6) Clause.

As prescribed in 2911.002-70, insert the following clause:

Internet Protocol Version 6 (IPv6) Clause (MAY 2015)

(a) Any system or product that includes: hardware, software, firmware, and/or networked components, including but not limited to, voice, video, or data that is developed, procured, or acquired in support and/or performance of this requirement shall be capable of transmitting, receiving, processing, or forwarding digital information across system boundaries that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program.

(b) This IPv6 capable system or product shall maintain interoperability with IPv4 systems and provide the same level of performance and reliability capabilities of IPv4 systems.

(c) This IPv6 capable system or product shall have available IPv4 and IPv6 technical support for development, implementation, and troubleshooting of the system.

(d) This IPv6 capable system or product can be upgraded, or the vendor will provide an appropriate migration path for industry-required changes to IPv6 as the technology evolves, at no additional cost

to the Government.

(e) This IPv6 capable system or product must be able to operate on networks supporting IPv4 & IPv6, as well as networks that support both.

(f) Any system or product whose IPv6 non-compliance is discovered and made known to the vendor/contractor within 12 months of the start of performance shall be upgraded, modified, replaced, or brought into compliance at no additional cost to the Federal Government.

(End of Clause)

2952.224-70 Privacy Breach Notification Requirements.

As prescribed in 2924.103-70, insert the following clause:

Privacy Breach Notification Requirements (APR 2018)

A. Definitions

“Breach” is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where—

(a) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or

(b) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

“Information” is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (see Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

“Information System” is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Personally Identifiable Information” is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual (see OMB Circular No. A-130, Managing Federal Information as a Strategic Resource).

B. Requirements

(a) Contractors and subcontractors that collects or maintains federal information on behalf of the agency or uses or operates an information system on behalf of the agency shall comply with federal law *e.g.,* FISMA 2014, E-Government Act and the Privacy Act. Additionally, the contractor shall meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

(b) The contractor shall:

(1) Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards, or

guidelines;

(2) Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;

(3) Cooperate with and exchange information with DOL (contracting officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, to effectively report and manage a suspected or confirmed breach;

(4) Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access federal information, and identify the initial attack vector;

(5) Ensure staff who have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;

(6) Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.

(7) Report incidents per DOL incident management policy and US-CERT notification guidelines.

(c) Remedy:

(1) A report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the contractor is determined to be at fault for the breach, the contractor may be financially liable for government costs incurred in the course of breach response and mitigation efforts;

(2) The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised. Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data; and

(3) The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis to address a breach or upon discovery of a contractor's failure to report a breach as required by this clause. If the contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor and will not be reimbursed by the Federal Government.

(End of Clause)

2952.232-70 Limitation of Government's Obligation (LoGO).

As prescribed in 2932.703-70, insert the following clause:

Limitation of Government's Obligation (LoGO) (JUL 2014)

(a) Contract line item(s) ($ to be determined at the exercise of each option) through ($ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of ($ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the contracting officer in writing at least thirty days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state

(1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance, which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes.” In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract $ __ *

(month) (day), (year) $ __ *

(month) (day), (year) $ __ *

(month) (day), (year) $ __ *

* To be inserted after negotiation.

(End of Clause)

Alternate I (JUL 2014). If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item __ is incrementally funded. The sum of $ * is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

* To be inserted after negotiation.

2952.232-71 Submission of Invoices.

As prescribed in 2932.908, insert the following clause:

Submission of Invoices (AUG 2019)

(a) Electronic Invoice Submittal

Invoices for the services/goods provided under this award shall be submitted through the Department of Treasury's Invoice Processing Platform (IPP) or through the DOL Quickpay email system, as directed by the Contracting Officer. IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award at *https://www.ipp.gov*.

(1) The following instructions apply to Invoices submitted through *IPP.Gov* or the DOL Quickpay

email system:

(i) IPP invoice attachments SHALL NOT exceed the size limit of 10 megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

(ii) DO NOT submit an invoice or attachment that uses shading or color.

(b) An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

(c) An emailed Tagged Image File Format (TIFF) image must be black and white.

(1) Quickpay users SHALL provide a copy of the invoice and any attachments via email to the Contracting Officer's Representative (COR, at the address specified in the contract.

(2) Quickpay users SHALL NOT submit more than one attachment per invoice and the attachment shall not exceed 10MB. Any additional attachments will not be recognized.

(3) DO NOT submit more than one invoice at a time.

(4) DO NOT attempt to use the “Recall” or “Resend” email message features.

(d) Electronic invoices shall be in PDF or TIFF format.

(e) Paper Invoices shall be submitted via fax or U.S. mail Paper invoices may be sent via fax to: (202) 693-2862. Mail paper invoices to: U.S. Department of Labor, Office of Financial Management Operations Division of Client Accounting, Services Room S-5526, 200 Constitution Avenue NW, Washington, DC 20210.

(f) General Information.

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to *OCFOinvoiceinquiries@dol.gov*. The relevant invoice must be attached to the inquiry email and the subject line of the email must state “INQUIRY”, as shown in the following example:

INQUIRY: Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount

The contractor SHALL NOT use the DOL electronic invoicing email address for inquiries about any invoice.

Questions:

All questions regarding Electronic Invoicing shall be sent to the DOL Office of the Chief Financial Officer (OCFO) at *OCFOinvoiceinquiries@dol.gov*.

(End of Clause)

2952.237-70 Emergency Continuation of Essential Services.

As prescribed in 2937.110, insert the following clause:

Emergency Continuation of Essential Services (MAR 2014)

(a) Essential Services. DOL has identified certain services under this agreement (contract, BPA, BOA, task/delivery order, or other vehicle, hereinafter “requirement”) as being essential to the DOL's missions and operations. Such essential services must continue to be performed, even if an event occurs (or is threatened to occur) that would disrupt or interfere with operations at, or with access to, facilities where services ordinarily take place. Such an event may include, but is not limited to, emergencies that may be natural (*e.g.,* earthquake; flood; hurricane; tornado; public health emergencies, including pandemic influenza), man-made (*e.g.,* civil unrest, chemical spill, cyber or terrorist threats or attacks), or technological (*e.g.,* building fire, utility outage), and which may affect one or more facilities or locations, including federal facilities, where the contractor normally performs services hereunder.

(b) Contingency Plans. Unless already included in the requirement, within 30 days of the commencement of performance (or the bi-lateral incorporation of this clause), the contractor shall submit the following contingency plans to the contracting officer (CO) and the Contracting Officer's Representative (COR):

(1) A contingency plan to continue performance off-site for a period of between 1 and 30 days; and

(2) A contingency plan to continue performance off-site for more than 30 days, until the event described above is resolved.

(3) Such contingency plans will become an obligation of the contractor under the requirement.

(c) Contents of the Contingency Plans. The contingency plans referenced in paragraph above shall, at a minimum, address:

(1) How the contractor plans to continue performance of essential services for the duration of an event, including identifying and securing suitable off-site workplaces, personnel, and resources;

(2) The contractor's use of off-site facilities, including allowing its essential personnel to work from an alternative site or other remote locations to perform essential services;

(3) Alert and notification procedures for mobilizing and communicating with DOL and with essential personnel, and for communicating expectations to its personnel regarding their roles and responsibilities during the event;

(4) A list of telephone numbers and email addresses (with alternates if available) for all managers currently performing under the requirement; and

(5) Processes and requirements for the identification, training, and preparedness of essential personnel who would be capable of relocating to alternate facilities or performing work from home.

(d) Approval of the Contingency Plans. The CO, in consultation as appropriate with the COR, shall review both contingency plans within 14 days of receipt, or as agreed, and shall either accept them or advise the contractor of any reason for disapproval. If either plan is not accepted by the CO, the contractor shall resubmit a revised plan within 7 days, or as agreed.

(e) Activation of a Contingency Plan. The Agency Head, CO, COR, or other authorized agency official may activate the contractor's Contingency Plan by notifying the contractor either orally or in writing. In the event of an oral instruction, a written confirmation of the activation will follow shortly after the resumption of normal activities. Once a contingency plan has been activated, services hereunder shall continue without delay or interruption, notwithstanding the “Excusable Delay” Clause, or any other provision of the contract (or requirement if this contract vehicle is BPA, BOA, or similar vehicle).

(f) Failure to Execute a Plan. In the event the contractor is unable or unwilling to perform the essential services identified under the requirement, as determined by DOL in its sole discretion, DOL reserves the right, in addition to any other right it may have, to use federal employees or other contract support, either from existing contracts or new contracts, to continue those critical services. DOL may view the contractor's failure to implement the Contingency Plan as not performing a contractual requirement and reserves all rights to seek remedies associated with any such nonperformance. Any new contracting efforts would be conducted in accordance with the FAR, OFPP's January 14, 2011 Emergency Acquisition Guide, or any other subsequent emergency guidance that may be issued.

(End of Clause)

2952.239-70 Section 508 Requirements.

As prescribed in 2939.270, insert the following clause:

Section 508 Requirements (AUG 2024)

A. Definition

The term “Information and Communication Technology (ICT)” in this contract is used as defined at FAR 2.101.

B. Requirements

Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), applies to federal departments, such as DOL, and the contractors providing support on behalf of such federal departments. The contractor is required to provide Section 508 compliant systems and components of ICT when federal agencies develop, procure, maintain, or use ICT. The contractor shall ensure that its system and components allow federal employees and members of the public with disabilities access to, and use of, information and data that is comparable to the access afforded federal employees and members of the public without disabilities. Products, platforms, and services delivered as part of this contract action that are ICT, or contain ICT, shall conform to the Revised Section 508 Standards, which are located at 36 CFR part 1194, appendices A and C.

Please insert the clause(s) below which meet the parameters of the contract being awarded.

(a) Requirements by service/contract type are as follows:

(1) *Custom ICT Development Services:* When the contractor provides custom ICT development services and/or Commercially Available Off-the-Shelf (COTS) products, pursuant to the requirements, the contractor shall ensure the ICT fully conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C) prior to delivery and before final Acceptance.

(2) *Installation, Configuration, & Integration Services:* When the contractor provides installation, configuration, or integration services for equipment or software pursuant to the requirement, the contractor shall not install, configure, or integrate the equipment or software in a way that reduces the level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(3) *Maintenance Upgrades & Replacements:* The contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this award do not reduce the approved level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C) at the time of award. Additionally, an updated Accessibility Conformance Report (ACR) shall be submitted for the ICT, and the ACR shall be completed according to the instructions provided by the Information Technology Industry Council (ITI) to be considered for each option year exercised.

(4) *Contractor Processes:* The contractor shall ensure that its processes are at a maturity level at least equivalent to the DHS Trusted Tester methodology; that its personnel have the knowledge, skills, and ability necessary to make ICT under this contract conform to the Revised 508 Standards (36 CFR part 1194, appendices A and C); and that it provides conformant Section 508 supporting documentation upon request.

(5) *Hosting Services:* The contractor shall not implement hosting services in a manner that reduces the existing level of conformance of the electronic content with the Revised 508 Standards (36 CFR part 1194, appendices A and C), when providing hosting services for electronic content to the agency. Throughout the life of the award, the agency reserves the right to perform Independent third-party testing on a vendor or contractor's hosted solution to verify conformance.

(b) *Validation for ICT:* The contractor shall test and validate the ICT for conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C), in accordance with the required testing methods and provide test results to verify conformance of the Voluntary Product Assessment Template (VPAT).

(1) For web and software, WCAG 2.0 Level A and AA Conformance test results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance from the DHS Trusted Tester program.

(2) For Microsoft Office and PDF documents, WCAG 2.0 Level A, and AA Conformance test results shall be based on the Harmonized Testing Guidance from the Accessible Electronic Documents Community of Practice.

(3) For ICT that are not electronic content, the contractor shall validate conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C) using a defined testing process. The contractor shall describe the test process and provide the testing results to the agency.

(c) *Conformance Reporting:* For ICT that are developed, updated, or configured for the agency, and when product substitutions are offered:

(1) Before Acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for the ICT that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the most recent version of the Voluntary Product Assessment Template (VPAT) provided by the Information Technology Industry Council (ITI). An ACR shall be submitted for each ICT and shall be completed according to the instructions provided by ITI to be considered for Acceptance.

(2) Before Acceptance, when the contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a supplemental accessibility

report that contains the following information:

i Accessibility test results based on the required test methods.

ii Documentation of features provided to help achieve accessibility and usability for people with disabilities.

iii Documentation of core functions that cannot be accessed by persons with disabilities.

iv Documentation on how to configure and install the ICT to support accessibility.

v. When ICT is an authoring tool that generates content (including documents, reports, training, videos, multimedia productions, web content, etc.), provide information on how the ICT enables the creation of accessible electronic content that conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C), including the range of accessible user interface elements the tool can create.

vi. Before final Acceptance, the contractor shall provide a fully working demonstration of the completed ICT to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

(3) At any time, DOL reserves the right to perform Independent third-party testing to validate the ICT provided by the contractor, conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(d) *Non-Compliance:* Before final Acceptance of ICT, including updates and replacements, DOL shall determine that the furnished ICT is in compliance with the Revised 508 Standards (36 CFR part 1194, appendices A and C). If the furnished ICT is determined to be non-compliant, the contracting officer shall notify the contractor of this determination, within 15 business days of determination of non-compliance. The contractor shall, at no cost to DOL, repair or replace the non-compliant products or services within the period specified by the contracting officer. The contracting officer makes the final decision to accept or not accept a contractor's ICT that does not meet the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(End of Clause)

2952.242-70 Access to Contractor Business Systems.

As prescribed in 2942.101, insert the following clause:

Access to Contractor Business Systems (APR 2019)

The contractor shall, upon request, provide to the Government, access to covered contractor systems associated with the execution and performance of this requirement to meet audits, reviews, security requirements, and Office of Inspector General requests.

(End of Clause)

2952.242-71 DOL Mandatory Training Requirements for Contractor

Employees.

As prescribed in 2942.101-70, insert the following clause:

DOL Mandatory Training Requirements for Contractor Employees (AUG 2018)

(a) Where required and applicable, contractor employees, including employees of subcontractors at any tier, shall complete any DOL designated and hosted training that the Contracting Officer's Representative (COR) identifies as mandatory. Training shall be completed in a timeframe specified by the COR.

(b) Time spent on training shall be counted as regular hours worked.

(c) The contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

2952.243-70 Contractor's Obligation to Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause).

As prescribed in 2943.104-70, insert the following clause:

Contractor's Obligation To Notify the Contracting Officer of a Request To Change the Contract Scope (Contractor's Obligation Clause) (JAN 2012)

(a) Except for changes identified in writing and signed by the contracting officer, the contractor is required to notify, within 5 working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the contractor, the notice shall state:

(1) The date, nature, and circumstances of the conduct regarded as a change in scope;

(2) The name, function, and activity of each Government employee and contractor official or employee involved in, or knowledgeable about, such conduct; and

(3) The identification of any documents and substance of any oral communication involved in such conduct.

(b) Following submission of this notice, the contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the contracting officer.

(c) The contracting officer shall promptly, within 5 business days after receipt of notice from the contractor, respond to the notice in writing. In responding, the contracting officer shall either:

(1) Confirm that the contractor's notice identifies a change in the scope of the contract and directs the contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;

(2) Deny that the contractor's notice identifies a change in scope and instruct the contractor to continue performance under the contract; or

(3) In the event the contractor's notice does not provide sufficient information to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

2952.245-70 Contractor Responsibility to Report Theft of Government Property.

As prescribed in 2945.104-70, insert the following clause:

Contractor Responsibility To Report Theft of Government Property (FEB 2020)

Upon the contractor becoming aware of theft of government property by its employee(s), including theft that occurs at subcontractor or alternate site locations, the contractor shall report the theft of government property to the Contracting Officer's Representative or CO of record.

(End of Clause)

2952.245-71 Asset Reporting Requirements.

As prescribed in 2945.105-70, insert the following clause:

Asset Reporting Requirements (JUL 2019)

(A) Definitions

“Accountable Property” is a term to identify property that is essential to DOL operations for which it is in the best interest of the Government to assign and record accountability to assure proper use, maintenance, and disposal. This includes items purchased and obtained through a “lease-to-own” program. The following items are DOL Accountable Property:

(1) DOL-owned or DOL-leased serialized items (*i.e.,* items with a manufacturer's serial number) with an acquisition unit cost above $3,000.

(2) DOL-owned or DOL-leased “sensitive items.”

(3) DOL-owned or DOL-leased furniture with an acquisition unit cost above $10,000. Items with an acquisition unit cost less than $10,000 are not applicable. “Sensitive Items” are defined as items, regardless of value, that have appeal to others and may therefore be subject to theft or to security concerns, or that are considered mission critical. The following are considered sensitive items, as well as any other items identified as sensitive by the Contracting Officer's Representative (COR):

(1) Desktops and Laptops, including docking stations and connectable monitors.

(2) PDAs/iPads/SurfacePros/Tablets.

(3) Printers and Copiers.

(4) Software Licenses, including media.

(5) Mobile Devices.

(6) Firearms.

(7) Communication Equipment (*e.g.* telephone base and handsets, mobile radio equipment, etc.).

(8) Conference/Audio-Visual Equipment.

(9) Power/Specialty Tools (*e.g.* lab equipment, postage meters, etc.).

(B) Requirements

The contractor shall submit a DOL Asset Report at time of delivery for both Accountable Property and Sensitive Items. The DOL Asset Report shall be delivered electronically to the COR. DOL Asset Reports shall include Accountable Property and Sensitive Items that have been delivered. The report shall be formatted as an Office Open XML Spreadsheet (.XLSX) document, and adhere to following DOL Asset Report Requirements:

(a) Award/Purchase Number. The award number issued by the Government.

(b) Date Shipped. The date the item was shipped to the Government.

(c) Asset Type. The contract Line-Item Description.

(d) Manufacturer. The manufacturer of the item.

(e) Model. The model (name and/or number) of the item.

(f) Serial Number. The serial number of the item.

(g) DOL Asset Number. The number of the barcode applied before shipping (if barcoding is required by the award).

(h) Government Shipping Street Address. The shipping street address of where the item was delivered.

(i) Warrantied Item. Indicates whether an item is warrantied (Y or N).

(j) Warranty Time frame. The start and end date of the warranty (if applicable).

(k) Cost. Acquisition cost per unit and total cost of purchase.

(End of Clause)