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DEPARTMENT OF LABOR

48 CFR Chapter 29

[Docket No. DOL–2023–0007]

RIN 1291–AA43

DOL Acquisition Regulation: Department of Labor Acquisition Regulation System

AGENCY: Office of the Assistant Secretary for Administration and Management, Department of Labor.

ACTION: Final rule.

SUMMARY: With this final rule, the Department of Labor (DOL) is revising the Department of Labor Acquisition Regulation (DOLAR) to remove provisions from the regulation that were redundant or obsolete. The final rule also codifies the use of certain contractual provisions that DOL has developed and deployed in recent years. Those newly codified contractual provisions address a range of matters, including government property, continuity of operations, system requirements, records management, telework policy for contractor personnel, submission of invoices, mandatory training for contractors, organizational conflicts of interest, and notification of changes to the scope of a contract. The final rule also includes revisions intended for greater clarity. Finally, the final rule removes provisions from the prior regulation that were DOL internal operating procedures.

DATES: This final rule is effective September 16, 2024.

FOR FURTHER INFORMATION CONTACT: Carl Campbell, Senior Procurement Executive, Office of the Assistant Secretary for Administration and Management, U.S. Department of Labor, 200 Constitution Avenue NW, Room N–2445, Washington, DC 20210, Telephone: 1–202–693–7246 (voice) (this is not a toll-free number).

SUPPLEMENTARY INFORMATION:

I. Discussion

A. Background—The FAR, the OFPP Act, and the DOLAR

The DOLAR is part of the Federal Acquisition Regulations System, which

consists of the Federal Acquisition Regulation (FAR), chapter 1 of title 48 of the CFR, and various agency acquisition regulations that implement or supplement the FAR. 48 CFR 1.101. The DOLAR is DOL’s acquisition regulation implementing and supplementing the FAR, and addresses matters specific to DOL’s procurement of goods and services.

This rulemaking is issued under the authority of the Office of Federal Procurement Policy (OFPP) Act and implementing regulations which authorize the heads of Federal executive agencies to issue agency acquisition regulations that implement or supplement the FAR. 41 U.S.C. 1707 and FAR 1.301(b), 1.303(b).

The DOLAR uses the regulatory structure and arrangement of the FAR, and headings and subject areas are consistent with FAR content. The DOLAR is divided into subchapters, parts (each of which covers a separate aspect of acquisition), subparts, and sections.

B. Relation of the FAR to the DOLAR

The FAR contains many provisions and clauses applicable to DOL procurements which need not be, and are not, repeated in the new DOLAR. If the DOLAR does not include provisions supplementing the FAR under the corresponding part or subpart, it is because the FAR language is considered sufficient. Where the DOLAR does not address a FAR subject, the FAR guidance is to be followed. The DOLAR is not by itself a complete document, as it must be read in conjunction with the FAR.

C. Purpose of the Regulatory Action

The DOLAR was last revised effective May 27, 2004, 69 FR 22990 (April 27, 2004). The final rule codifies internal departmental guidance to align with the FAR, removes outdated and duplicative requirements, streamlines sections, and removes information that applies only to DOL’s internal operating procedures. With this final rule, DOL adopts a more efficient and straightforward approach to procurement regulations. The final DOLAR supersedes the prior regulation in its entirety.

D. Summary of Changes From NPRM to Final Rule

On September 5, 2023, DOL published a notice of proposed rulemaking (NPRM), including the proposed text of the new DOLAR, in the **Federal Register**. 88 FR 60612. After reviewing and considering the comments received, DOL made no changes to the text of the rule as

published in the NPRM, except to correct some typographical errors. This final rule is in substance the same as the proposed rule. As DOL explained in the NPRM, DOL is revising the DOLAR in its entirety to update and streamline agency procurement regulations consistent with the Federal Acquisition Reform Act and the Federal Acquisition Streamlining Act. The DOLAR final rule removes provisions that are redundant or obsolete and codifies provisions addressing a range of matters, including government property, continuity of operations, system requirements, records management, telework policy for contractor personnel, submission of invoices, mandatory training for contractors, organizational conflicts of interest, and changing the scope of a contract. The final rule also makes updates to existing language for clarity and streamlining purposes. Finally, the final rule removes provisions in the previous DOLAR that are DOL internal operating procedures, which need not be published in the CFR for them to take effect, per 41 U.S.C. 1707 and FAR 1.301(b), 1.303(b). Additionally, as noted in the NPRM, an appendix included in the NPRM (a table listing sections in the prior regulation and the corresponding section in the NPRM) will not appear in the CFR. Accordingly, that appendix has been removed and does not appear in the final rule.

In the NPRM, DOL explained all the revisions being made to the DOLAR from the prior regulation. To reiterate, the final rule removes parts that contain internal DOL policy and operating procedures, as well as parts that duplicate or adopt the FAR by reference; adds parts which codify clauses that are currently prescribed for incorporation in DOL contracts, when appropriate; and renames and renumbers sections to streamline the DOLAR.

Additionally, this final rule removes the following parts of the DOLAR because they relate to internal operating procedures of DOL and need not be published in the **Federal Register** (per 41 U.S.C. 1707 and FAR 1.301(b) and 1.303(b)): Parts 2906 (Competition Requirements); 2908 (Required Sources of Supplies and Services); 2922 (Application of Labor Laws to Government Acquisitions); 2923 (Environment, Energy and Water Efficiency, Renewable Energy Technologies, Occupational Safety, and Drug-Free Workplace); 2929 (Taxes); 2931 (Contract Cost Principles and Procedures); and 2953 (Forms).

Further, this final rule removes the following parts of the DOLAR because they are duplicative of the FAR, or merely adopt it by reference: Part 2910

(Market Research) is duplicative of FAR 6.302–1(c) and 10.002(b); part 2912 (Acquisition of Commercial Items) is duplicative of FAR 12.302(c); part 2913 (Simplified Acquisition Procedures) is duplicative of FAR 13.106–3(b) and 13.307; part 2914 (Sealed Bidding) is duplicative of FAR 14.404–1(c) and (f), 14.407–3(e) and (i), and 14.408–1; part 2916 (Contract Types) is duplicative of FAR 16.505(b)(5) and 16.603–2(c); part 2917 (Special Contracting Methods) duplicates and adopts by reference FAR 17.203(g)(2), 17.205(a), 17.207(f), and 17.503; part 2930 (Cost Accounting Standards Administration) adopts by reference FAR 30.201–5; part 2936 (Construction and Architect-Engineer Contracts) adopts by reference FAR 36.201, 36.209, 36.516, 36.602–1(b), 36.602–2, 36.602–3(d), 36.602–1, 36.602–5(b), 36.603, 36.604, and 36.702(c); part 2944 (Subcontracting Policies and Procedures) duplicates FAR 44.201–1(b) or 44.201–2 and adopts by reference FAR 44.202–2(a), 44.203, and 44.302(a).

This final rule codifies the following 15 standard contract clauses at part 2952, which are currently used in DOL contracts, when appropriate, but are new additions to the DOLAR: Clause 2952.201–70, Contracting Officer's Representative (COR) Clause; clause 2952.204–70, Records Management Requirements; clause 2952.207–70, Contractor Personnel Telework; clause 2952.209–70, Organizational Conflict of Interest Clause—OCI–1 Exclusion From Future Agency Contracts; clause at 2952.211–70, internet Protocol Version 6 (IPv6); clause 2952.224–70, Privacy Breach Notification Requirements; clause 2952.232–70, Limitation of Government's Obligation (LoGO); clause 2952.232–71 Submission of Invoices; clause 2952.237–70, Emergency Continuation of Essential Services; clause 2952.242–70, Access to Contractor Business Systems; clause 2952.242–71, DOL Mandatory Training Requirements; clause 2952.243–70, Contractor's Obligation to Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause); clause 2952.245–70, Contractor Responsibility to Report Theft of Government Property; and clause 2952.245–71, Asset Reporting Requirements. In addition to being codified at section 2952.39–70, the clause covering Section 508 Requirements is being revised to avoid duplication with the FAR 508 provisions and to replace a generic "508" reference with the exact CFR reference. This final rule also adds the following two new parts to the DOLAR

for the sole purpose of prescribing certain of the contractual clauses described above: parts 2924 (Protection of Privacy and Freedom of Information) and 2939 (Acquisition of Information Technology).

Finally, nonsubstantive changes have been made to the final regulatory text to correct numbering and for gender neutrality and plain language.

E. Public Comments Received on the Proposed Rule

The NPRM invited the public to submit written comments concerning the proposed rule no later than November 6, 2023. No one requested an extension of the comment period.

The Department received four comments in response to the NPRM. The comments received may be viewed by entering docket number DOL–2023–0007 at <https://www.regulations.gov>. Of the four comments received, three were outside the scope of the rulemaking.

The single relevant comment received was supportive of DOL's approach to updating the DOLAR. The commenter noted that the revised DOLAR could foster increased competition and improve value for money in government procurement. The commenter cited elements outlined by the FAR and, where appropriate, the DOLAR, that are considered, in the commenter's view, best practices in government procurement. The commenter did not suggest any changes to the proposed rule.

The Department appreciates the commenter's positive view and supportive opinion of the proposed rulemaking. DOL does not believe that any change to the proposed rule was required in response to this comment and DOL has made no substantive change to the proposed rule in this final regulation.

II. Executive Orders 12866 (Regulatory Planning and Review) and 13563 (Improving Regulation and Regulatory Review)

This regulation has been drafted and reviewed in accordance with Executive Orders 12866 and 13563. This rule is primarily limited to agency organization, management, and personnel as described by E.O. 12866, section 3(d)(3) and, thus, is not a "regulation" as defined by that Executive order. Executive Orders 12866 and 13563 direct agencies to assess all costs and benefits of available regulatory alternatives. DOL has examined the economic, budgetary, and policy implications of its regulatory action, and has determined that the impact on the public is minimal. The

regulation mainly relates to internal DOL policies and procedures that do not impact the public, and otherwise addresses certain rules governing private entities doing business with DOL that likewise do not materially impact the public.

III. Final Regulatory Flexibility Act/ Small Business Regulatory Enforcement Fairness Act

The Regulatory Flexibility Act (RFA), at 5 U.S.C. 603(a), requires agencies to prepare and make available for public comment an initial regulatory flexibility analysis, which describes the impact of the rule on small entities. Section 605 of the RFA allows an agency to certify a rule, in lieu of preparing an analysis, if the proposed rulemaking is not expected to have a significant economic impact on a substantial number of small entities. This rule streamlines DOL's procurement regulation by removing obsolete provisions, codifying currently in use clauses, removing provisions that are internal policy or in the FAR, and making edits that do not have a substantive impact on the regulation. Therefore, it will not have a significant economic impact on a substantial number of small entities. As a result, no regulatory flexibility analysis was required here.

IV. Paperwork Reduction Act

The Paperwork Reduction Act of 1995 (44 U.S.C. 3507(d)) requires that DOL consider the impact of paperwork and other information collection burdens imposed on the public. DOL has determined that this rule does not alter any information collection burdens.

V. Executive Order 13132 (Federalism)

Section 6 of E.O. 13132 requires Federal agencies to consult with State entities when a regulation or policy may have a substantial direct effect on the States, the relationship between the National Government and the States, or the distribution of power and responsibilities among the various levels of government, within the meaning of the E.O. Section 3(b) of the E.O. further provides that Federal agencies must implement regulations that have a substantial direct effect only if statutory authority permits the regulation and it is of national significance.

This rulemaking revises the DOLAR which is DOL's regulation to implement the FAR and to supplement the FAR when coverage is needed for subject matter not covered in the FAR. Because the DOLAR primarily addresses internal operating procedure, it does not have sufficient federalism implications to

warrant the preparation of a Federalism Assessment, as set forth in E.O. 13132.

VI. Unfunded Mandates Reform Act of 1995

This regulatory action has been reviewed in accordance with the Unfunded Mandates Reform Act of 1995 (the Reform Act). Under the Reform Act, a Federal agency must determine whether a regulation proposes a Federal mandate that would result in the increased expenditures by State, local, or tribal governments, in the aggregate, or by the private sector, of \$100 million or more in any single year. This rule primarily makes administrative changes with respect to federal procurement administration. The requirements of title II of the Act, therefore, do not apply, and DOL did not prepare a statement under the Act.

VII. Executive Order 13175 (Indian Tribal Governments)

DOL reviewed the NPRM under the terms of E.O. 13175 and DOL's Tribal Consultation Policy and concluded that the changes to regulatory text would not have tribal implications, as these changes do not have substantial direct effects on one or more Indian tribes, the relationship between the Federal Government and Indian tribes, nor the distribution of power and responsibilities between the Federal Government and Indian tribes. Therefore, no consultations with tribal governments, officials, or other tribal institutions were necessary.

List of Subjects

48 CFR Parts 2901, 2902, 2905, 2907, 2909, 2911, 2915, 2932, 2937, 2942, and 2943

Government contracts, Government procurement.

48 CFR Part 2903

Conflicts of interest, Government contracts, Government procurement.

48 CFR Part 2904

Government contracts, Government procurement, Reporting and recordkeeping requirements.

48 CFR Part 2919

Government contracts, Government procurement, Minority businesses, Small businesses.

48 CFR Part 2924

Administrative practice and procedure, Freedom of information, Government contracts, Government procurement, Privacy.

48 CFR Part 2928

Bonds, Government contracts, Government procurement, Insurance, Surety bonds.

48 CFR Part 2933

Administrative practice and procedures, Claims, Government contracts, Government procurement.

48 CFR Part 2939

Computer technology, Government contracts, Government procurement.

48 CFR Part 2945

Government contracts, Government procurement, Government property, Government property management.

48 CFR Part 2952

Administrative practice and procedure, Conflict of interests, Government contracts, Government procurement, Government property, Individuals with disabilities, internet, Privacy, Reporting and recordkeeping requirements, Telecommunications, Telework.

■ For the reasons discussed in the preamble, DOL revises 48 CFR chapter 29 to read as follows:

CHAPTER 29—DEPARTMENT OF LABOR

SUBCHAPTER A—GENERAL

PART 2901—DEPARTMENT OF LABOR ACQUISITION REGULATIONS SYSTEM

PART 2902—DEFINITIONS OF WORDS AND TERMS

PART 2903—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

PART 2904—ADMINISTRATIVE AND INFORMATION MATTERS

SUBCHAPTER B—ACQUISITION PLANNING

PART 2905—PUBLICIZING CONTRACT ACTIONS

PART 2906 [RESERVED]

PART 2907—ACQUISITION PLANNING

PART 2908 [RESERVED]

PART 2909—CONTRACTOR QUALIFICATIONS

PART 2910 [RESERVED]

PART 2911—DESCRIBING AGENCY NEEDS

PART 2912 [RESERVED]

SUBCHAPTER C—CONTRACTING METHODS AND CONTRACT TYPES

PARTS 2913–2914 [RESERVED]

PART 2915—CONTRACTING BY NEGOTIATION

PARTS 2916–2918 [RESERVED]

SUBCHAPTER D—SOCIOECONOMIC PROGRAMS

PART 2919—SMALL BUSINESS PROGRAMS

PARTS 2920–2923 [RESERVED]

PART 2924—PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION

PARTS 2925–2926 [RESERVED]

SUBCHAPTER E—GENERAL CONTRACTING REQUIREMENTS

PART 2927 [RESERVED]

PART 2928—BONDS AND INSURANCE

PARTS 2929–2931 [RESERVED]

PART 2932—CONTRACT FINANCING

PART 2933—PROTESTS, DISPUTES, AND APPEALS

SUBCHAPTER F—SPECIAL CATEGORIES OF CONTRACTING

PARTS 2934–2936 [RESERVED]

PART 2937—SERVICE CONTRACTING

PART 2938 [RESERVED]

PART 2939—ACQUISITION OF INFORMATION TECHNOLOGY

PARTS 2940–2941 [RESERVED]

SUBCHAPTER G—CONTRACT MANAGEMENT

PART 2942—CONTRACT ADMINISTRATION AND AUDIT SERVICES

PART 2943—CONTRACT MODIFICATIONS

PART 2944 [RESERVED]

PART 2945—GOVERNMENT PROPERTY

PARTS 2946–2951 [RESERVED]

SUBCHAPTER H—CLAUSE AND FORMS

PART 2952—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

PARTS 2953–2999 [RESERVED]

SUBCHAPTER A—GENERAL

PART 2901—DEPARTMENT OF LABOR ACQUISITION REGULATION SYSTEM

Sec.

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Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

2901.000 Scope of part.

This chapter may be referred to as the Department of Labor Acquisition Regulation or the DOLAR. This part sets forth introductory information about the

DOLAR. This part explains the relationship of the DOLAR to the Federal Acquisition Regulation (FAR) and explains the DOLAR's purpose, authority, applicability, exclusions, and issuance.

Subpart 2901.1—Purpose, Authority, Issuance

2901.101 Purpose.

(a) This chapter contains the DOLAR. The DOLAR is established within the FAR System, at title 48 of the Code of Federal Regulations (CFR).

(b) The purpose of the DOLAR is to implement and supplement the FAR in accordance with FAR subpart 1.3 and authorities cited therein. The DOLAR is not by itself a complete document, as it must be used in conjunction with the FAR.

2901.103 Authority.

The DOLAR is issued pursuant to the authority of the Secretary of Labor under 5 U.S.C. 301 and 40 U.S.C. 486(c). This authority has been delegated to the Assistant Secretary for Administration and Management in accordance with FAR 1.301(d)(3).

2901.105 Issuance.

2901.105–1 Publication and code arrangement.

The DOLAR is published in the CFR, as chapter 29 of title 48.

2901.105–2 Arrangement of regulations.

(a) Where the DOLAR implements the FAR, the implementing part, subpart, section, or subsection of the DOLAR is numbered and captioned, to the extent feasible, the same as the FAR part, subpart, section, or subsection being implemented, except that the section or subsection being implemented is preceded with a “29” or a “290” such that there will always be four numbers to the left of the first decimal. For example, the DOLAR implementation of FAR 2.101 is 2902.101. The DOLAR may have gaps in its numbering scheme because a FAR rule may not require DOLAR implementation.

2901.105–3 Copies.

Copies of the DOLAR published in the **Federal Register** or the CFR may be purchased from the Superintendent of Documents, Government Printing Office, Washington, DC 20402. Requests should reference the DOLAR as chapter 29 of title 48. The DOLAR is also available electronically at the Government Printing Office web page, <https://www.ecfr.gov/>. The CFR is printed in paperback edition with updates as needed.

Subpart 2901.3—Agency Acquisition Regulations

2901.304 Agency control and compliance procedures.

The DOLAR is under the direct oversight of the Department of Labor's (DOL) Senior Procurement Executive (SPE) or designee.

Subpart 2901.4—Deviations From the FAR and DOLAR

2901.403 Individual deviations.

Individual deviations affect only one contract action. Except for individual deviations referenced in FAR 1.405(e), the SPE is authorized to approve individual deviations from FAR provisions (see FAR 1.403) or from DOLAR provisions.

2901.404 Class deviations.

(a) Class deviations affect more than one contract action. If DOL believes that it will require a class deviation on a permanent basis, it will propose a FAR revision per FAR 1.404.

(b) The SPE is authorized to approve and process class deviations from the FAR or the DOLAR, unless FAR 1.405(e) is applicable.

Subpart 2901.6—Career Development, Contracting Authority, and Responsibilities

2901.602 Contracting officers.

2901.602–1 Authority.

Only DOL contracting officers have the authority to enter into, administer, or terminate contracts and to make related determinations and findings. DOL contracting officers may bind DOL to obligations under contracts only to the extent of the authority delegated to them.

2901.602–70 Contract clause.

Contracting officers shall insert clause 2952.201–70, Contracting Officer's Representative, in all solicitations and awards.

Subpart 2901.7—Determinations and Findings

2901.707 Signatory authority.

Except as shown in the applicable FAR or DOLAR, or where prohibited by statute, the authority to sign or delegate signatory authority for the various determinations and findings (D&Fs) resides with the SPE, or their designee.

PART 2902—DEFINITIONS OF WORDS AND TERMS

Subpart 2902.1—Definitions

Sec.

2902.101 Definitions.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2902.1—Definitions

2902.101 Definitions.

The following words and terms are used as defined in this subpart unless the context in which they are used clearly requires a different meaning, or a different definition is prescribed for a particular part or portion of a part:

Head of Agency (also called agency head) means the Assistant Secretary for Administration and Management, except that the Secretary of Labor is the Head of Agency for acquisition actions, which by the terms of a statute or delegation must be performed specifically by the Secretary of Labor; the Inspector General is the Head of Agency in all cases for the Office of the Inspector General.

Head of Contracting Activity (HCA) means the official who has overall responsibility for managing the Contracting Activity, as defined at FAR 2.101, when the Contracting Activity has more than one person duly appointed as Contracting Officers by the Senior Procurement Executive or, in the case of the Office of the Inspector General, issued by the Inspector General or their designee. Each Head of Agency may designate HCA(s) as appropriate to be responsible for managing Contracting Activities within their respective Agency.

Senior Procurement Executive (SPE), as defined in the FAR, means the individual appointed pursuant to 41 U.S.C. 1702(c) who is responsible for management direction of the acquisition system of the executive agency, including implementation of the unique acquisition policies, regulations, and standards of the executive agency. At DOL, the SPE is also the Chief Procurement Officer and DOL's Suspending and Debarment Official and is the Principal Executive responsible for the Office of the Senior Procurement Executive (OSPE).

PART 2903—IMPROPER BUSINESS PRACTICES AND PERSONAL CONFLICTS OF INTEREST

Subpart 2903.1—Safeguards

Sec.

2903.104 Procurement integrity.

2903.104–1 Definitions.

Subpart 2903.2—Contractor Gratuities to Government Personnel

2903.203 Reporting suspected violations of the Gratuities clause.

2903.204 Treatment of violations.

Subpart 2903.7—Voiding and Rescinding Contracts

2903.703 Authority.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2903.1—Safeguards**2903.104 Procurement integrity.****2903.104–1 Definitions.**

Agency ethics official means the Solicitor of Labor or the Associate Solicitor for Legal Counsel or other official as designated by the Solicitor of Labor.

Subpart 2903.2—Contractor Gratuities to Government Personnel**2903.203 Reporting suspected violations of the Gratuities clause.**

Contractor gratuities offered to Government personnel are subject to the restriction under 5 CFR part 2635.

2903.204 Treatment of violations.

Any suspected violations of FAR subpart 3.2 and the clause at FAR 52.203–3, Gratuities, must be reported to the Office of the Inspector General. The authority to determine whether a violation of the Gratuities clause by the contractor, its agent, or another representative has occurred, and the appropriate remedies, are delegated to the HCA.

Subpart 2903.7—Voiding and Rescinding Contracts**2903.703 Authority.**

Pursuant to FAR 3.703 and 3.705(b), the authority to void or rescind contracts is delegated to the SPE.

PART 2904—ADMINISTRATIVE AND INFORMATION MATTERS**Subpart 2904.7—Contractor Records Retention**

Sec.

2904.703 Policy.

2904.703–70 Contract clause.

Authority: 5 U.S.C. 301, 40 U.S.C. 486(c).

Subpart 2904.7—Contractor Records Retention**2904.703 Policy.****2904.703–70 Contract clause.**

The contracting officer shall insert the clause at DOLAR 2952.204–70, Records Management Requirements, in all solicitations and contracts in which the contractor creates, works with, or otherwise handles federal records, as defined in subsection (a) of the clause at DOLAR 2952.204–70, regardless of the medium in which the record exists.

SUBCHAPTER B—ACQUISITION PLANNING**PART 2905—PUBLICIZING CONTRACT ACTIONS****Subpart 2905.2—Synopsis of Proposed Contract Actions**

Sec.

2905.202 Exceptions.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2905.2—Synopsis of Proposed Contract Actions**2905.202 Exceptions.**

The Assistant Secretary for Administration and Management is authorized to make the determination prescribed in FAR 5.202(b), subject to the consultation requirements therein.

PART 2906 [RESERVED]**PART 2907—ACQUISITION PLANNING****Subpart 2907.1—Acquisition Plans**

Sec.

2907.107–2 Consolidation.

2907.108 Additional requirements for telecommuting.

2907.108–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2907.1—Acquisition Plans**2907.107–2 Consolidation.**

The SPE shall make the determination to approve consolidation per FAR 7.107–2.

2907.108 Additional requirements for telecommuting.**2907.108–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.207–70, Contractor Personnel Telework, in all solicitations and contracts for services, including construction services.

PART 2908 [RESERVED]**PART 2909—CONTRACTOR QUALIFICATIONS****Subpart 2909.3—First Article Testing and Approval**

Sec.

2909.301 Definitions.

Subpart 2909.5—Organizational and Consultant Conflicts of Interest

2909.503 Waiver.

2909.507–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2909.3—First Article Testing and Approval**2909.301 Definitions.**

At DOL, the *debarring official* is the SPE. At DOL, the *suspending official* is the SPE.

Subpart 2909.5—Organizational and Consultant Conflicts of Interest**2909.503 Waiver.**

(a) The Secretary of Labor delegates to the SPE the authority to waive any general rule or procedure in FAR subpart 9.5 when its application in a particular situation would not be in the Government's best interest. In making determinations under this subpart the SPE shall consult with the Office of the Solicitor.

(b) The relevant HCA must make the request for such a waiver in writing to the SPE who will consult with the Agency Head with respect to each waiver request. Each request must include:

(1) An analysis of the facts involving the potential or actual conflict, the nature and extent of the conflict, including benefits and costs to the Government and prospective contractors of granting the request;

(2) An explanation of the measures taken to avoid, neutralize, and mitigate the conflict, if any; and

(3) Identification of the provision(s) in FAR subpart 9.5 to be waived.

2909.507–70 Contract clause.

Contracting officers shall insert the clause at DOLAR 2952.209–70, Organizational Conflict of Interest Clause—OCI–1 Exclusion from Future Agency Contracts, in all solicitations and contracts for services, including construction services and architectural and engineering services, and any other contract to which the Contractor Officer deems the clause to be applicable.

PART 2910 [RESERVED]**PART 2911—DESCRIBING AGENCY NEEDS**

Sec.

2911.002 Policy.

2911.002–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

2911.002 Policy.**2911.002–70 Contract clause.**

In accordance with FAR 11.002(g), 12.202(e), and 39.101(d), the contracting officer shall insert the clause at DOLAR 2952.211–70, Internet Protocol Version 6 (IPv6) Clause, in all solicitations/awards when acquiring information technology products or services that are expected to exceed the micro-purchase threshold.

PART 2912 [RESERVED]**SUBCHAPTER C—CONTRACTING METHODS AND CONTRACT TYPES****PART 2913–2914 [RESERVED]****PART 2915—CONTRACTING BY NEGOTIATION****Subpart 2915.6—Unsolicited Proposals**

Sec.

2915.604 Agency points of contact.

2915.605 Content of unsolicited proposals.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2915.6—Unsolicited Proposals**2915.604 Agency points of contact.**

(a) The Director of Strategy and Administration (S&A) within the OSPE will be the point of contact for receipt of unsolicited proposals. This responsibility may be delegated by the Director of S&A. Only the cognizant contracting officer has the authority to bind the Government by accepting an unsolicited proposal.

(b) The OSPE Director of Strategy and Administration is responsible for handling unsolicited proposals to ensure that unsolicited proposals are controlled, evaluated, safeguarded, and disposed of in accordance with FAR subpart 15.6.

(c) The OSPE Director of Strategy and Administration may not consider an unsolicited proposal if the proposal resembles an upcoming solicitation or a procurement identified in the current annual acquisition plan.

2915.605 Content of unsolicited proposals.

In addition to the contents required by FAR 15.605, unsolicited proposals for research should contain a commitment by the offeror to include cost-sharing or should represent a significant cost savings to DOL.

PARTS 2916–2918 [RESERVED]**SUBCHAPTER D—SOCIOECONOMIC PROGRAMS****PART 2919—SMALL BUSINESS PROGRAMS****Subpart 2919.2—Policies**

Sec.

2919.201 General policy.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2919.2—Policies**2919.201 General policy.**

The management of small and disadvantaged business utilization programs at DOL is the responsibility of the Program Manager of the Office of

Small and Disadvantaged Business Utilization (OSDBU), within the OSPE. All DOL acquisition officials are responsible for providing opportunities to small businesses and small disadvantaged businesses in DOL acquisitions, in compliance with law, directives, and the FAR. Further information can be found at the OSDBU website, currently accessible at <https://www.dol.gov/agencies/oasam/centers-offices/office-of-the-senior-procurement-executive/office-of-small-and-disadvantaged-business-utilization>, or a successor website.

PARTS 2920–2923 [RESERVED]**PART 2924—PROTECTION OF PRIVACY AND FREEDOM OF INFORMATION****Subpart 2924.1—Protection of Individual Privacy**

Sec.

2924.103 Procedures.

2924.103–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2924.1—Protection of Individual Privacy**2924.103 Procedures.****2924.103–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.224–70, Privacy Breach Notification Requirements, in all solicitations and contracts except solicitations and contracts that are solely for the acquisition of commercially available off-the-shelf items.

PARTS 2925–2926 [RESERVED]**SUBCHAPTER E—GENERAL CONTRACTING REQUIREMENTS****PART 2927 [RESERVED]****PART 2928—BONDS AND INSURANCE****Subpart 2928.1—Bonds and Other Financial Protections**

Sec.

2928.106–6 Furnishing information.

Subpart 2928.2—Sureties and Other Security for Bonds

2928.203 Individual sureties.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2928.1—Bonds and Other Financial Protections**2928.106–6 Furnishing information.**

The HCA or designee performs the functions outlined in FAR 28.106–6(c).

Subpart 2928.2—Sureties and Other Security for Bonds**2928.203 Individual sureties.**

Contracting officers must refer evidence of possible criminal or fraudulent activities by an individual surety to the Office of Inspector General.

PARTS 2929–2931 [RESERVED]**PART 2932—CONTRACT FINANCING****Subpart 2932.4—Advance Payments for Other Than Commercial Acquisitions**

Sec.

2932.408 Application for advance payments.

Subpart 2932.5—Progress Payments Based on Costs

2932.501–2 Unusual progress payments.

2932.503–6 Suspension or reduction of payments.

Subpart 2932.7—Contract Funding

2932.703 Contract funding requirements.

2932.703–70 Contract clause.

Subpart 2932.9—Prompt Payment

2932.908 Contract clauses.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2932.4—Advance Payments for Other Than Commercial Acquisitions**2932.408 Application for advance payments.**

After consulting with the SPE, the HCA may authorize advance payments without interest pursuant to FAR 32.408.

Subpart 2932.5—Progress Payments Based on Costs**2932.501–2 Unusual progress payments.**

After consulting with the SPE, the HCA may approve requests for “unusual” progress payments.

2932.503–6 Suspension or reduction of payments.

Any action of a contracting officer under FAR 32.503–6 requires approval in advance from the HCA. Upon receipt of approval from the HCA, the contracting officer shall request the contract finance office to suspend or reduce payments.

Subpart 2932.7—Contract Funding**2932.703 Contract funding requirements.****2932.703–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.232–70, Limitation of Government’s Obligation (LoGO), in all solicitations and contracts for severable services.

Subpart 2932.9—Prompt Payment**2932.908 Contract clauses.**

Contracting Officers shall insert the clause at DOLAR 2952.232–71, Submission of Invoices, in all solicitations and contracts.

PART 2933—PROTESTS, DISPUTES, AND APPEALS**Subpart 2933.1—Protests**

Sec.

2933.102 General.

2933.103 Protests to the agency.

2933.104 Protests to GAO.

Subpart 2933.2—Disputes and Appeals

2933.203 Applicability.

2933.209 Suspected fraudulent claims.

2933.212 Contracting officer's duties upon appeal.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c); E.O. 12979, 60 FR 55171, 3 CFR, 1995 Comp., p. 417.

Subpart 2933.1—Protests**2933.102 General.**

(c)(1) The relevant contracting officer coordinates DOL's response to procurement protests filed with the U.S. Government Accountability Office (GAO), in consultation with DOL legal counsel at the Office of the Solicitor.

(2) The authority of the Agency Head under FAR 33.102(b) to determine that a solicitation, proposed award, or award does not comply with the requirements of law or regulation is delegated to the HCA.

2933.103 Protests to the agency.

(a) The relevant contracting officer will be the point of contact for agency-level protests. Upon receipt of an agency level protest, the contracting officer immediately notifies the Director of Strategy and Administration within the OSPE and the Office of the Solicitor of the protest.

(b) OSPE's Director of Strategy and Administration is the Agency Protest Official.

2933.104 Protests to GAO.

(a) *Protests before award.* The authority of the relevant HCA under FAR 33.104(b) to authorize a contract award when the agency has received notice from the GAO of a protest filed directly with the GAO is nondelegable. In coordination with the Office of the Solicitor, the HCA prepares the written finding with the information required by FAR 33.104(b)(1).

(b) *Protests after award.* The authority of the HCA under FAR 33.104(c) to authorize contract performance when the agency has received notice from the GAO of a protest filed directly with the

GAO is nondelegable. In coordination with the Office of the Solicitor, the HCA prepares and provides to the GAO the written finding with the information required by FAR 33.104(c)(2).

(c) *Notice to the GAO.* The authority of the HCA under FAR 33.104(g), to report to the GAO the failure to fully implement the GAO recommendations with respect to a solicitation for a contract or an award or a proposed award of a contract within 60 days of receiving the GAO recommendations, is nondelegable. The written notice must be coordinated with the Office of the Solicitor.

Subpart 2933.2—Disputes and Appeals**2933.203 Applicability.**

The authority of the Agency Head for action under FAR subpart 33.2 is delegated to the SPE.

2933.209 Suspected fraudulent claims.

The contracting officer must refer all matters relating to suspected fraudulent claims by a contractor under the conditions in FAR 33.209 to the Office of the Inspector General for further action or investigation.

2933.212 Contracting officer's duties upon appeal.

(a) When a notice of appeal to the Civilian Board of Contract Appeals has been received, the contracting officer must record the date of mailing (or the date of receipt if the notice was not mailed). The contracting officer must also immediately notify the Office of the Solicitor of the appeal.

(b) The contracting officer should prepare and transmit the administrative file to the Office of the Solicitor and assist the Office of the Solicitor in the defense of the appeal and related matters.

SUBCHAPTER F—SPECIAL CATEGORIES OF CONTRACTING**PARTS 2934–2936 [RESERVED]****PART 2937—SERVICE CONTRACTING****Subpart 2937.1—Service Contracts-General**

Sec.

2937.110 Solicitation provisions and contract clauses.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2937.1—Service Contracts-General**2937.110 Solicitation provisions and contract clauses.**

Contracting officers shall insert the clause at DOLAR 2952.237–70, Emergency Continuation of Essential Services, in all solicitations and

contracts that support essential functions identified in agency continuity plans.

PART 2938 [RESERVED]**PART 2939—ACQUISITION OF INFORMATION TECHNOLOGY****Subpart 2939.2—Information and Communication Technology**

Sec.

2939.270 Contract clause.

Authority: 29 U.S.C. 794; 36 CFR 1194.1.

Subpart 2939.2—Information and Communication Technology**2939.270 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.239–70, Section 508 Requirements, in all solicitations and contracts for the acquisition of Information and Communication Technology (ICT) to be used by the DOL.

PARTS 2940–2941 [RESERVED]**SUBCHAPTER G—CONTRACT MANAGEMENT****PART 2942—CONTRACT ADMINISTRATION AND AUDIT SERVICES****Subpart 2942.1—Contract Audit Services**

Sec.

2942.101 Contract audit responsibilities.

2942.101–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2942.1—Contract Audit Services**2942.101 Contract audit responsibilities.**

Contracting officers shall insert the clause at DOLAR 2952.242–70, Access to Contractor Business Systems, in all solicitations and contracts that include a covered contractor system, which is a system that is owned by, or operated by or for, a contractor that processes, stores, or transmits Federal information.

2942.101–70 Contract clause.

Contracting officers shall insert the clause at DOLAR 2952.242–71, DOL Mandatory Training Requirements for Contractor Employees, in all solicitations and contracts for services, including construction services.

PART 2943—CONTRACT MODIFICATIONS**Subpart 2943.1—General**

Sec.

2943.104 Notification of contract changes.

2943.104–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2943.1—General**2943.104 Notification of contract changes.****2943.104–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.243–70, Contractor's Obligation to Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause), in all solicitations and contracts.

PART 2944 [RESERVED]**PART 2945—GOVERNMENT PROPERTY****Subpart 2945.1—General**

Sec.

2945.104 Responsibility and liability for Government property.

2945.104–70 Contract clause.

2945.105 Contractors' property management system compliance.

2945.105–70 Contract clause.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

Subpart 2945.1—General**2045.104 Responsibility and liability for Government property.****2945.104–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.245–70, Contractor Responsibility to Report Theft of Government Property, in all solicitations and contracts that contain FAR clause 52.245–1, Government Property.

2945.105 Contractors' property management system compliance.**2945.105–70 Contract clause.**

Contracting officers shall insert the clause at DOLAR 2952.245–71, Asset Reporting Requirements, in all solicitations and contracts for the acquisition of Accountable Property to increase the management and tracking of high-value government assets.

PARTS 2946–2951 [RESERVED]**SUBCHAPTER H—CLAUSE AND FORMS****PART 2952—SOLICITATION PROVISIONS AND CONTRACT CLAUSES****Subpart 2952.2—Text of Provisions and Clauses**

Sec.

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

2952.204–70 Records Management Requirements.

2952.207–70 Contractor Personnel Telework.

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

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

2952.224–70 Privacy Breach Notification Requirements.

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

2952.232–71 Submission of Invoices.

2952.237–70 Emergency Continuation of Essential Services.

2952.239–70 Section 508 Requirements.

2952.242–70 Access to Contractor Business Systems.

2952.242–71 DOL Mandatory Training Requirements for Contractor Employees.

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

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

2952.245–71 Asset Reporting Requirements.

Authority: 5 U.S.C. 301; 40 U.S.C. 486(c).

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 collect 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) Warranted Item. Indicates whether an item is warranted (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)

PARTS 2953–2999 [RESERVED]

Signed this 30 day of July, 2024.

Carolyn Angus-Hornbuckle,

Assistant Secretary for Administration and Management.

[FR Doc. 2024–17141 Filed 8–15–24; 8:45 am]

BILLING CODE 4510–04–P

DEPARTMENT OF TRANSPORTATION

National Highway Traffic Safety Administration

49 CFR Part 576

[Docket No. NHTSA–2019–0035]

RIN 2127–AL81

Record Retention Requirement

AGENCY: National Highway Traffic Safety Administration (NHTSA), Department of Transportation (DOT).

ACTION: Final rule.

SUMMARY: This rule is being issued pursuant to the Fixing America’s Surface Transportation (FAST) Act, which requires the Secretary of Transportation (Secretary) to extend the period of time manufacturers of motor vehicles, child restraint systems, and tires must retain records concerning malfunctions that may be related to motor vehicle safety under the National Traffic and Motor Vehicle Safety Act (Safety Act). Section 24403 of the FAST Act directs the Secretary to issue a rule increasing the record retention period to not less than 10 years, instead of 5 years, as presently required under the regulatory provisions. Pursuant to its delegated authority, NHTSA is updating its regulations in accordance with this mandate to extend the time that manufacturers are required to retain certain records that may be related to motor vehicle safety to 10 years.

DATES:

Effective date: This rule is effective October 15, 2024.

Petitions for reconsideration: Petitions for reconsideration of this final rule must be received not later than September 30, 2024.

ADDRESSES: Any petitions for reconsideration should refer to the docket number of this document and be submitted to: Administrator, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE, West Building, Fourth Floor, Washington, DC 20590.

FOR FURTHER INFORMATION CONTACT:

Michael KupperSmith, Trial Attorney, Office of the Chief Counsel, National Highway Traffic Safety Administration, 1200 New Jersey Avenue SE, Washington, DC 20590 (telephone: (202) 366–2992).

SUPPLEMENTARY INFORMATION:

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- III. The Notice of Proposed Rulemaking

IV. The Final Rule

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I. Executive Summary

The FAST Act was signed into law on December 4, 2015. Public Law 114–94. Section 24403 of the FAST Act directs the Secretary of Transportation to increase the amount of time manufacturers of motor vehicles, child restraint systems, and tires are required to maintain records that contain information concerning malfunctions that may be related to motor vehicle safety. In the final rule, the Secretary must lengthen the time that manufacturers must maintain these records to not less than 10 years from the date the records were generated or acquired. Public Law 114–94, sec. 24403(a).

In May 2019, NHTSA proposed amending its regulation to increase the retention period to 10 years and is now finalizing that proposal. Based on NHTSA’s experience investigating potential defects, overseeing recalls, and our consideration of the comments, we have determined that finalizing the proposed 10-year records retention requirement would help address the agency’s investigative needs while minimizing the burden to manufacturers of motor vehicles and equipment. Thus, this final rule extends the record retention requirement for records required to be maintained under 49 CFR 576.6 to 10 years. NHTSA may consider further extending the retention period in the future.

This final rule does not require manufacturers to retain any new information; it merely requires manufacturers to retain information they are already required to retain under 49 CFR part 576 for a longer period of time. This final rule also does not extend the time period that manufacturers of motor vehicles and motor equipment are required to retain records underlying information reported under 49 CFR part 579.

In accordance with the FAST Act, the extended time period applies to records in manufacturers’ possession on the effective date of this rule and records generated or acquired in the future. Public Law 114–94, sec. 24403(b).

II. Record Retention Requirements Under the Safety Act Prior to the FAST Act

Part 576 requires manufacturers of motor vehicles, child restraint systems, and tires to retain “all documentary materials, films, tapes, and other information-storing media that contain information concerning malfunctions that may be related to motor vehicle