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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)

Parent topic: Subpart 2952.2—Text of Provisions and Clauses