Substantial New Rules Implementing "Fair Pay and Safe Workplaces" E.O. Create Risks for Contractors and Subcontractors

On Thursday, August 25, 2016, the US government issued a final rule (81 Fed. Reg. 58562) amending the Federal Acquisition Regulation ("FAR") to implement Executive Order 13673, "Fair Pay and Safe Workplaces" (the "E.O."), which President Obama issued more than two years ago. In addition, the Department of Labor ("DOL") issued its final guidance (81 Fed. Reg. 58654) to assist the Federal Acquisition Regulatory Council ("FAR Council") and contracting agencies in the implementation of the E.O. These lengthy publications include extended discussions of the final rule and guidance, including assessments of the tidal wave of comments on the proposed rule and guidance published last year.[1] The final rule and guidance represent significant new obligations and risks for contractors and subcontractors, who should start preparing now to address them.

Because the final rule and guidance include lengthy and sometimes complex provisions,[2] this Legal Update cannot summarize or even list all of them. Instead we focus here on the FAR final rule because it imposes specific requirements on contractors and subcontractors.

Background—The Executive Order

On July 31, 2014, the President issued the E.O. According to the "Policy" section, the E.O. seeks to increase efficiency and cost savings in the work performed by Federal contractors by ensuring that they understand and comply with labor laws. The premise is that contractors who consistently adhere to labor laws are more likely to have workplace practices that enhance productivity and increase the likelihood of timely, predictable, and satisfactory delivery of goods and services to the Federal Government.

Pre-award Requirements. The E.O. specifies that for procurements estimated to exceed $500,000, the offeror must represent, to the best of its knowledge and belief, whether there has been any administrative merits determination, arbitral award or decision, or civil judgment – terms to be defined in guidance issued by DOL – rendered against the offeror within the preceding 3-year period for violations of any of the following "labor laws":

A. the Fair Labor Standards Act;
B. the Occupational Safety and Health Act of 1970;
C. the Migrant and Seasonal Agricultural Worker Protection Act;
D. the National Labor Relations Act;
E. 40 U.S.C. chapter 31, subchapter IV, also known as the Davis-Bacon Act;
F. 41 U.S.C. chapter 67, also known as the Service Contract Act;
G. Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity);
H. section 503 of the Rehabilitation Act of 1973;
I. 38 U.S.C. §§ 3696, 3698, 3699, 4214, 4301-4306, also known as the Vietnam Era Veterans'

Readjustment Assistance Act of 1974 (this citation was later amended to "the Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974" (Exec. Order No. 13,683 (Dec. 11, 2014));

J. the Family and Medical Leave Act;

K. title VII of the Civil Rights Act of 1964;

L. the Americans with Disabilities Act of 1990;

M. the Age Discrimination in Employment Act of 1967;

N. Executive Order 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors); or

O. equivalent State laws, as defined in guidance issued by the Department of Labor.

In response to a disclosure of any such violations, contracting officers ("COs") – as part of the determination of an offeror's responsibility – must give the offeror an opportunity to provide any steps taken to correct the violations of or improve compliance with the applicable labor law(s). The E.O. creates a new position – an agency Labor Compliance Advisor ("ALCA"). Each agency must designate a senior agency official to be an ALCA, who will have certain responsibilities. These responsibilities include providing advice to the CO, such as whether agreements are in place or are otherwise needed to address appropriate remedial measures. COs must determine whether an offeror is a responsible source, consistent with any final rules issued by the FAR Council and after reviewing guidelines to be issued by DOL. Also, for any subcontract with an estimated value over $500,000 that is not for commercially available off-the-shelf ("COTS") items, the contractor must represent at the time of contract execution that (1) the contractor will require the subcontractor to disclose the same evidence of violations of the same labor laws specified for prime contractors, and (2) before awarding a subcontract, the contractor will consider the information submitted by the subcontractor in determining the subcontractor's responsibility, except for subcontracts that are awarded or become effective within 5 days of contract execution, in which case the information may be reviewed within 30 days of subcontract award.[3] Further, as appropriate, COs must refer matters related to labor law violations to the agency suspending and debarring official ("SDO").

Post-award Requirements. The E.O. also specifies certain post-award requirements, including the requirement that contractors update the labor law information originally disclosed every 6 months and obtain such information for covered subcontracts. Based on updated information regarding violations of labor laws – or similar information obtained through other sources – COs must consider whether action is necessary, including agreements requiring appropriate remedial measures, decisions not to exercise an option or referral to the SDO. Similarly, if a contractor learns information regarding violations of labor laws by a subcontractor, the contractor must consider whether action against the subcontractor is necessary. The CO, ALCA, and DOL will be available for consultation with the contractor.

Paycheck Transparency. Contracts estimated to exceed $500,000 must require that contractors provide certain employees with a document containing certain information, including overtime hours.

Complaint and Dispute Transparency. For contracts estimated to exceed $1 million, contractors must agree that the decision to arbitrate claims arising under Title VII of the Civil Rights Act of 1964 or any tort related to or

arising out of sexual assault or harassment may only be made with the voluntary consent of employees or independent contractors. This requirement is subject to certain exceptions, including contracts for commercial items.

New FAR Rules. The FAR Council, in consultation with DOL, the Office of Management and Budget and certain agencies, must propose to amend the FAR to, for example, identify considerations for determining whether serious, repeated, willful, or pervasive violations of the listed labor laws demonstrate a lack of integrity or business ethics; such considerations apply to the integrity and business ethics determinations made by both COs and contractors.

New DOL Guidance. For purposes of implementation of any final rule issued by the FAR Council, the E.O. requires the Secretary of Labor to develop guidance to assist agencies in determining whether administrative merits determinations, arbitral awards or decisions or civil judgments were issued for serious, repeated, willful or pervasive violations of the listed labor laws. In addition, the Secretary must develop certain "processes," such as processes by which contractors may enter into agreements with DOL or other enforcement agencies prior to being considered for contracts.

The New Rules and Guidance Should Minimize the Burden on Contractors. Significantly, the E.O. states that in developing the guidance and proposing to amend the FAR, the Secretary of Labor and the FAR Council must minimize, to the extent practicable, the burden of complying with the E.O. for Federal contractors and subcontractors and in particular small entities. As discussed below, the final FAR rule nonetheless imposes substantial burdens and risks on contractors and subcontractors.

Background—Proposed FAR Rule and DOL Guidance

On May 28, 2015, DoD, GSA, and NASA published a proposed rule to amend the FAR to implement the E.O. 80 Fed. Reg. 30548. On that same date, DOL proposed guidance to assist agencies in implementing the E.O. 80 Fed. Reg. 30574. Both publications include extended discussions of the proposals, and both proposals requested comments by July 27, 2015 (later extended to August 26, 2015).

The Proposed FAR Rule. A summary near the start of the proposed FAR rule indicates that the proposed regulations were informed by DOL's proposed guidance. The summary indicates that the proposed FAR rule incorporated DOL's guidance and further delineated how, when, and to whom disclosures were to be made and the responsibilities of COs and contractors in addressing violations. The proposed FAR rule also addressed a significant issue – prime contractors' responsibility determinations of subcontractors. It specified that, before awarding a subcontract, contractors must consider the information submitted by subcontractors in determining whether the subcontractor is responsible. As an alternative approach, the proposal set forth a process in which the subcontractor would disclose violations to DOL instead of the prime contractor; the subcontractor would then make a representation back to the prime contractor regarding DOL's response.

The Proposed DOL Guidance. DOL's proposed guidance defined the terms "administrative merits determination," "civil judgment," "arbitral award or decision," "serious," "repeated," "willful," and "pervasive." It also provided guidance on how reported violations should be assessed and what mitigating factors should be considered. In addition, the proposed guidance indicated that at a future date, DOL would publish in the Federal Register a second proposed guidance addressing which State laws are equivalent to the 14 Federal labor laws identified in the E.O.

The Final FAR Rule

Contractor and Subcontractor Responsibility. The primary focus of the E.O.

is on assessing the responsibility of companies that conduct business with the Government based on certain labor laws. Consistent with this focus, the final FAR rule adds provisions to FAR subpart 9.1, which deals with determining whether prospective contractors and subcontractors are responsible. These provisions include 9.104-5(d), which specifies that when an offeror indicates that it has been subject to an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) within the specified time period, the CO must follow procedures at new FAR subpart 22.20.

Definitions. New subpart 22.20 includes several definitions, including definitions of "[a]dministrative merits determination," "[a]rbitral award or decision," and "[c]ivil judgment." These definitions are the foundation of the labor law violations that must be disclosed in connection with responsibility determinations. Significantly, each definition recognizes that the defined term includes determinations and/or judgments that ***are not final***. For example, the definition of "administrative merits determination" states that the term "may be final or be subject to appeal or further review." This means that, for non-final determinations/judgments, contractors may have to consider submitting, as mitigating factors, substantial information reflecting facts and arguments the contractor may be preparing in connection with an appeal.[4]

FAR 22.2004-1: Disclosures. New FAR subpart 22.20 includes section 22.2004, which deals with compliance with labor laws. A portion of that section, 22.2004-1, requires offerors on a solicitation estimated to exceed $500,000 to represent whether, in the past three years, any labor law decisions have been rendered against it. A "labor law decision" means "an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the [listed labor laws]." FAR 22.2002. If an offeror represents that such a decision(s) was rendered against it, and if the CO has initiated a responsibility determination, the CO will require the offeror to submit information on the decision(s) and afford the offeror an opportunity to provide additional information to demonstrate its responsibility, including mitigating factors and remedial measures. With respect to subcontracts estimated to exceed $500,000 (except for subcontracts for COTS items), the final rule adopts the alternative approach of the proposed rule (discussed above), stating that subcontractors are to submit labor law decision information to DOL and will be able to provide information to DOL on mitigating factors and remedial measures. Contractors will consider DOL analysis and advice as they make responsibility determinations on covered prospective subcontractors for subcontracts at any tier.

ALCA Assistance and Past Performance. FAR 22.2004-1 also describes in detail "ALCA assistance," including encouraging prospective contractors and subcontractors that have labor law violations that may be serious, repeated, willful and/or pervasive to work with enforcement agencies to address the labor law violations as soon as practicable. ALCA assistance also includes providing input to the individual responsible for documenting past performance evaluations in the Contractor Performance Reporting System ("CPARS") so that labor compliance may be considered during source selection. As such, compliance with labor laws in the E.O. will impact not only responsibility determinations, but past performance assessments in certain contracts as well. In fact, the final FAR rule adds a provision to FAR 42.1502, stating that past performance evaluations shall include an assessment of a contractor's labor violation information when the contract contains the clause at FAR 52.222-59.[5] That provision states that past performance evaluations shall consider (1) a contractor's relevant labor law violation information, e.g.,

timely implementation of remedial measures and compliance with those measures, and (2) the extent to which the prime contractor addressed labor law violations by its subcontractors. Further, FAR 22.2004-2 (discussed below) states that before awarding a contract in excess of $500,000, the CO must consider past performance information regarding compliance with labor laws when past performance is an evaluation factor.

FAR 22.2004-2: Responsibility Determinations. FAR 22.2004-2 includes numerous provisions establishing a complex set of procedures for pre-award assessments of an offeror's labor law violations. With respect to responsibility determinations, when an offeror has indicated one or more labor law violations, the offeror must disclose, for each labor law decision, the following information, which will be publicly available in a database, the Federal Awardee Performance and Integrity Information System ("FAPIIS")[6]: (1) the labor law violated, (2) the case number or other unique identification number, (3) the date rendered and (4) the name of the court, arbitrator(s), agency, board, or commission rendering the determination or decision. Offerors may also provide additional information in SAM that they deem necessary to demonstrate their responsibility, including mitigating factors and remedial measures; this information will not be made public unless the offeror determines that it wants the information to be made public.

FAR 22.2004-2: ALCA Responsibilities. FAR 22.2004-2 also sets forth extensive duties of ALCAs in connection with responsibility determinations, starting with the CO's request that the ALCA provide written analysis and advice within three business days of the request or another time period determined by the CO. ALCAs will provide one of five types of recommendations to the CO, including, for example, that the offeror's record of labor law compliance could support a CO finding of a satisfactory record of integrity and business ethics, only if the offeror commits, prior to award, to negotiating a labor compliance agreement or another acceptable remedial action. Section 22.2002 defines "labor compliance agreement" as "an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issue to increase compliance with the labor laws, or other related matters." The commentary preceding the final rule states that labor compliance agreements are designed to address severe labor law violations. 81 Fed. Reg. 58562, 58567 (Aug. 25, 2016). The commentary also states that such agreements are negotiated with **enforcement agencies**, and **not procurement agencies**, and thus specific processes for entering into such agreements are not covered in the FAR rule. *Id*. at 58603. ALCAs will provide COs with written analysis and advice, using the DOL guidance, to support the recommendation provided to the CO. Such analysis and advice must include a long list of specified information, including whether any labor law violations should be considered serious, repeated, willful and/or pervasive – terms that are defined at FAR 22.2002. The information also includes whether the ALCA intends to notify the SDO.

FAR 22.2004-2: CO Assessments. Next, the CO must consider the analysis and advice from the ALCA, "if provided in a timely manner," or proceed with making a responsibility determination if a timely written analysis is not received from the ALCA, using "available information and business judgment." FAR 22.2004-2 states that disclosure of labor law decision(s) does not automatically render the prospective contractor nonresponsible and that the CO must consider the offeror for award notwithstanding disclosure of one or more labor law decision(s), unless the CO determines, after considering the analysis and advice from the ALCA and any other information considered by the CO in performing related responsibility

duties, that the offeror does not have a satisfactory record of integrity and business ethics. Section 22.2004-2 also includes procedures the CO and/or offerors must follow if the ALCA's assessment indicates a labor compliance agreement is warranted in three types of situations: (1) where the ALCA recommends that the offeror needs to commit, after award, to negotiating such an agreement, (2) where the ALCA recommends that the offeror commit, prior to award, to negotiating such an agreement and (3) where the ALCA recommends that the offeror enter, prior to award, such an agreement.

FAR 22.2004-3: Post-award Assessments. FAR 22.2004-3 covers post-award assessment of a prime contractor's labor law violations. This section requires contractors to disclose new labor law decisions or updates to previously disclosed decisions semi-annually, pursuant to a new clause, FAR 52.222-59. Section 22.2004-3 states that the ALCA monitors government databases for new labor law decision information; the ALCA also considers labor law decision information received from other sources. If this information indicates that further consideration or action may be warranted, the ALCA notifies the CO. The CO then requests that the contractor submit any additional information the contractor may wish to provide. Next, the ALCA provides written analysis and advice, using the DOL guidance, for the CO to consider in determining whether a contract remedy is warranted, which may include, for example, written notice to the contractor that a labor compliance agreement is warranted, termination of the contract or notice to the SDO.

FAR 22.2004-4: Assessment of Subcontractors. FAR section 22.2004-4 concerns contractor assessment of a subcontractor's labor law violations, both pre-award and post-award. Section 22.2004-4 states that two new clauses – FAR 52.222-58 and -59 – set forth the relevant requirements applicable to subcontracts at any tier estimated to exceed $500,000 (other than for COTS items).

FAR 52.222-58: Subcontractor Disclosures and Phase-in of the Rule. FAR 52.222-58 applies to all prospective subcontractors at any tier submitting an offer for subcontracts estimated to exceed $500,000 (other than for COTS items). The commentary preceding the final rule includes responses to comments concerning risks to prime contractors associated with application of requirements to all subcontracting tiers (for covered subcontracts). For example, one of those responses indicates that as stated in FAR 9.104-4(a), prime contractors are responsible for determining the responsibility of their prospective subcontractors, and the final rule does not change "the responsibility paradigm." *See* 81 Fed. Reg. 58562, 58587 (Aug. 25, 2016). Note, however, that FAR 52.222-58 states that a contractor or subcontractor, acting in good faith, is not liable for misrepresentations made by its subcontractors about labor law decisions or labor compliance agreements. FAR 52.222-58 states that the offeror must require covered prospective subcontractors to represent, to the best of the subcontractor's knowledge and belief, whether there have been any relevant labor law violation(s) rendered against the prospective subcontractor during the period beginning October 25, 2015 to the date of the offer, or for three years preceding the offer, whichever period is shorter. The October 25, 2015 date is part of the phasing in of the new rule. When the rule first takes effect (October 25, 2016), the disclosure reporting period for both prime contractors and subcontractors will be limited to one year and gradually increase to three years by October 25, 2018. Also, no disclosures will be required from prospective prime contractors during the first six months that the rule is effective (from October 25, 2016 through April 24, 2017), except from prospective contractors bidding on solicitations issued on or after October 25, 2016 for contracts valued at $50 million. In addition, subcontractor

disclosure is phased in, and subcontractors will not be required to begin making disclosures until one year after the rule becomes effective – thus, FAR 22.2007(b) specifies that the clause at 52.222-58 is only required for solicitations issued on or after October 25, 2017.

FAR 52.222-59: Responsibility Determinations of Subcontractors. FAR 52.222-58 also states that if the prospective subcontractor indicates that it had one or more relevant labor law violation(s) rendered against it during the specified time period, the offeror must follow procedures in FAR 52.222-59(c). FAR 52.222-59(c), in turn, sets forth procedures concerning contractor responsibility assessments of prospective subcontractors. That provision squarely places that responsibility decision on the prime contractor. *See* FAR 52.222-59(c)(2). However, consistent with the alternative approach in the proposed FAR rule, the clause requires prospective subcontractors to disclose specified labor law violations to DOL. The clause states that the contractor may find a prospective subcontractor to be responsible under certain scenarios, such as, for example, when the subcontractor reported that it had no labor law violations for the applicable time period. Two other scenarios are elaborate and involve DOL advice, and one of those scenarios involves the situation where the subcontractor disagrees with DOL's advice. In addition, the clause identifies a situation where the contractor may make a responsibility decision without any DOL advice, instead "using available information and business judgment" (that situation occurs if DOL does not provide advice to the subcontractor within three business days of the subcontractor's disclosure of labor law decision information, and DOL did not previously advise the subcontractor that it needed to enter into a labor compliance agreement). FAR 52.222-59(e) states that the contractor may consult with DOL and enforcement agency representatives for advice and assistance regarding assessment of subcontractor labor law violation(s). Further, FAR 52.222-59(d) establishes rules for subcontractor updates, specifying (among other obligations) that the contractor must require subcontractors to determine, semiannually, whether labor law disclosures provided to DOL pursuant to FAR 52.222-58 (as part of assessing subcontractor responsibility) are current, accurate and complete. If the information is not current, accurate and complete, the subcontractor must provide revised information to DOL and provide information to the contractor reflecting any advice provided by DOL or other actions taken by the subcontractor. The contractor then must consider information obtained from subcontractors and determine whether action is necessary.

Additional Provisions. The new FAR rule adds a provision to FAR 17.207, which deals with exercising options. This provision, which applies if the contract contains the clause at FAR 52.222-59, permits COs to exercise options only after determining that the contractor's labor law decisions, mitigating factors, remedial measures and the ALCA's advice have been considered in accordance with FAR 22.20. The new rule also includes FAR 22.2005, covering paycheck transparency, as well as a paycheck transparency clause at FAR 52.222-60. That clause applies to solicitations starting January 1, 2017, and includes requirements that are not expressly stated in the E.O. In addition, the new rule includes FAR 22.2006, arbitration of employee claims, and a related clause at FAR 52.222-61, which effectively reiterate the corresponding requirements in the E.O. (discussed above).

Risks and Measures Contractors Should Consider

Establishing Internal Procedures. Contractors and subcontractors will have to take steps to monitor applicable labor law violations, make timely and accurate reports of such violations in connection with covered solicitations, contracts and subcontracts, and, if labor law violations have been disclosed, consider providing substantial information describing relevant mitigating factors and

remedial measures. The commentary preceding the new rule recognizes the burdens imposed on contractors as part of the discussion of phasing in the disclosure of violations, which is being done in part "to provide the time affected parties may need to familiarize themselves with the rule, set up internal protocols, and create or modify internal databases to track labor law decisions in a more readily retrievable manner." 81 Fed. Reg. 58562, 58566 (Aug. 25, 2016); *see also id*. at 58616-17.[7]

Working With DOL. The commentary also explains another important step contractors and subcontractors can take to minimize risks – working with DOL as part of an early engagement pre-assessment process to obtain compliance assistance if the contractor/subcontractor identifies covered labor law violations that it believes may be serious, repeated, willful and/or pervasive. This assistance is available to entities irrespective of whether they are responding to an active solicitation. Although not required by the new rule, working with DOL will allow the entity to focus its attention on developing the best possible offer when the opportunity arises to respond to a solicitation. *Id*. at 58566.

Prime Contractor-Subcontractor Issues. The commentary preceding the final rule includes considerable discussion of issues related to prime contractor assessments of subcontractor labor violations. As noted in the commentary, certain respondents stated that contractors do not have sufficient expertise and capacity to assess labor law violation disclosures. While prime contractors should be able to make a determination that a subcontractor is responsible if the subcontractor reports that it has had no labor law violations (FAR 52.222-59(c)(4)(i)), and based on specific types of feedback from DOL (FAR 52.222-59(c)(4)(ii)(A), (B), and (C)(1), and 52.222-59(c)(4)(ii)(A), (B), and (C)(2)), the rule emphasizes that contractors are responsible for making responsibility determinations of their subcontractors. Also, prime contractors may have to consider information submitted by subcontractors if a prospective subcontractor does not agree with DOL's recommendation and requests review by a prime contractor. *See* FAR 52.222-59(c)(4)(ii)(C)(3). Additionally, if DOL does not provide a timely response, the prime contractor may proceed with making a responsibility determination using available information and business judgment, including whether, given the circumstances, it can await DOL analysis. 81 Fed. Reg. 58562, 58619 (citing FAR 52.222-59(c)(6)). One respondent recommended that civil liability protection for contractors be provided, if a subcontractor litigates the responsibility decision. The response in the commentary states that, consistent with current procurement practices, the rule does not provide indemnification from civil liability. Prime contractors therefore should be careful in discharging their obligations under the new rule with respect to subcontractors, particularly in situations where the subcontractor disagrees with DOL's recommendation or if the prime contractor decides it cannot wait for DOL's recommendation.

For more information about the topics raised in this Legal Update, please contact the authors, Cameron S. Hamrick, at +1 202 263 3381, or Roger V. Abbott, at +1202 263 3427, or any of the following lawyers.

Marcia Goodman
+1 312 701 7953
mgoodman@mayerbrown.com

Cameron S. Hamrick
+1 202 263 3381
chamrick@mayerbrown.com

Marcia Madsen
+1 202 263 3274
mgmadsen@mayerbrown.com

Maritoni Kane
+1 312 701 7125
mkane@mayerbrown.com

Roger V. Abbott
+1 202 263 3427
rvabbott@mayerbrown.com

Endnotes

1 There were 927 respondents that made comments on the proposed FAR rule and, including mass mailings, about 12,600 responses were received on that proposed rule. DOL received 7,924 comments (7,784 were in the nature of mass mailings expressing general support for the E.O., the proposed FAR rule and DOL's proposed guidance).

2 In addition, the commentary accompanying the DOL guidance states that although the guidance satisfies most of DOL's responsibilities for issuing the guidance, DOL will publish at a later date a second guidance that satisfies its remaining responsibilities, which will be accompanied by a proposed amendment to the FAR rule. 81 Fed. Reg. 58564, 58567 (Aug. 25, 2016).

3 The President amended the E.O. on August 23, 2016, and that amendment includes a change to this second obligation concerning the prime contractor's consideration of information submitted by a subcontractor. The change requires the contractor to consider the advice provided by the entity designated in the final FAR rule. 81 Fed. Reg. 58807 (Aug. 23, 2016). As discussed below, that entity is DOL.

4 The commentary preceding the final rule includes significant discussion of concerns raised about having to report non-final determinations, including the possible need to disclose privileged information and litigation strategy. One of the responses refers more than once to information in the DOL guidance (e.g., the guidance indicates that information being non-final is a mitigating factor, which does not address the possible need to disclose privileged information). *See* 81 Fed. Reg. 58562, 58572 (Aug. 25, 2016); *see also id.* at 58586-87, 58622-24.

5 That clause is required in solicitations with an estimated value of $50 million or more, issued from October 25, 2016 through April 24, 2017, and resulting contracts, and in solicitations estimated to exceed $500,000 issued after April 24, 2017, and resulting contracts.

6 FAPIIS is a web-enabled application used to collect contractor performance information including, for example, terminations for default and determinations of non-responsibility. Once records are completed in FAPIIS, they become available in the Federal Past Performance Information Retrieval System ("PPIRS") where they are used to support future acquisitions.

7 The commentary also includes a chart showing that "quantifiable costs" for contractors and subcontractors as a result of the final rule disclosure and paycheck transparency requirements are staggering. Those costs for the first year alone are $458,352,949. The costs for the second year are $413,733,272, and annualized costs thereafter are roughly $400,000,000. *See* 81 Fed. Reg. 58562, 58634 (Aug. 25, 2016).

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