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Report to Congressional Committees

December 2024

DEFENSE CONTRACTING

DOD Is Taking Steps to Restrict Mandatory Arbitration, but Additional Action Needed

GAO-25-107069

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GAO Highlights

Highlights of GAO-25-107069, a report to congressional committees

Why GAO Did This Study

Some employers require arbitration—in which disputes are resolved by a neutral third party—as a condition of employment. In 2010, Congress prohibited DOD's use of appropriated funds unless DOD contractors agreed that they would not require arbitration of claims related to sexual assault or harassment, or certain civil rights violations. Instead, covered contractors must allow employees to seek relief in a court of law for such claims.

A House report includes a provision for GAO to examine the use of mandatory arbitration agreements by government contractors. GAO examined the extent to which DOD and its contractors implemented the restriction on the use of mandatory arbitration in selected contracts.

GAO selected and analyzed a nongeneralizable sample of 14 contracts from the DOD components with the highest contract obligations in fiscal year 2023 (the Army, Navy, Air Force, and DLA). The estimated contract value of these contracts ranged from $3.7 million to several valued at more than $100 million. GAO also interviewed contracting officials and contractor representatives; and analyzed relevant contractor documents.

What GAO Recommends

GAO recommends that DOD assess the extent to which DLA's ongoing contracts include the mandatory arbitration clause as required; and determine what actions, if any, are needed to improve compliance for ongoing contracts. In an email response, DOD concurred with GAO's recommendation.

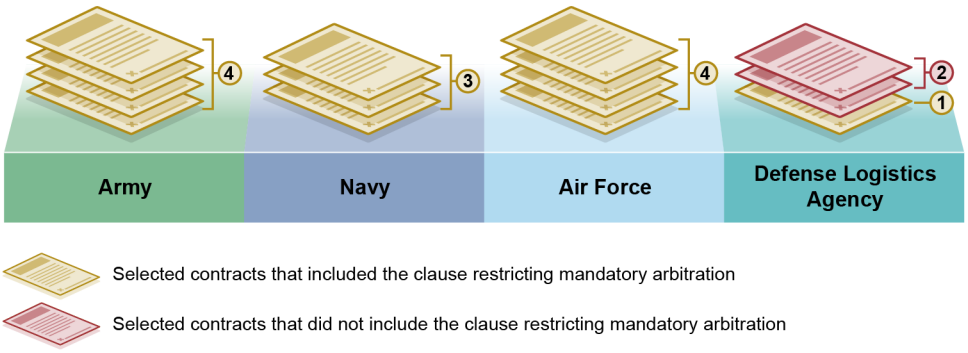
View GAO-25-107069. For more information, contact Mona Sehgal at (202) 512-4841 or sehgalm@gao.gov.

What GAO Found

A former employee of a Department of Defense (DOD) contractor alleged sexual assault by her colleagues while overseas during the Iraq War. The employee sought to bring these claims in court but her employer required arbitration, as the employee had signed an agreement to do so as a condition of employment.

DOD contracting officers correctly included a clause, provided in the Defense Federal Acquisition Regulation Supplement, restricting contractors' use of mandatory arbitration for certain disputes in 12 of the 14 contracts that GAO reviewed. The clause applies to contracts for noncommercial products and services over $1 million, among other criteria. Additionally, GAO found that the contractors for the 12 selected contracts that included the clause limited their use of mandatory arbitration appropriately. Nine contractors generally provided documentation showing that they did not incorporate mandatory arbitration in any of their workplace policies for resolving employee claims. The remaining three contractors provided workforce policies that included the use of mandatory arbitration for resolving some claims, but not for those claims covered by the clause.

Inclusion of the Mandatory Arbitration Clause in DOD Contracts Reviewed by GAO



Source: GAO analysis of Department of Defense (DOD) contracts meeting the criteria for inclusion of the clause at Defense Federal Acquisition Regulation Supplement 252.222-7006. | GAO-25-107069

The Defense Logistics Agency (DLA) did not include the clause in two of its three contracts that GAO reviewed. The contracting officer overseeing the two contracts told GAO they misinterpreted the effective date of the clause. Furthermore, the contract writing system used to award both contracts recommended, but did not require, that contracting officers include the clause in contracts that met the criteria for inclusion. During GAO's review, DLA revised the contract writing system so that the clause would be included as required in future contracts.

However, DLA's actions will not affect its ongoing contracts that have already been awarded, including the two that GAO identified. For context, during fiscal year 2023, DLA awarded at least 900 contracts that met the criteria for inclusion of the clause. Without an assessment of ongoing contracts, DLA will not know the extent to which the clause was not included or be able to determine appropriate action.

Contents

Abbreviations

DFARS	Defense Federal Acquisition Regulation Supplement
DLA	Defense Logistics Agency
DOD	Department of Defense
FAR	Federal Acquisition Regulation

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December 23, 2024

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The Honorable Bill Hagerty
Ranking Member
Subcommittee on Financial Services and General Government
Committee on Appropriations
United States Senate

The Honorable Dave Joyce
Chairman
The Honorable Steny H. Hoyer
Ranking Member
Subcommittee on Financial Services and General Government
Committee on Appropriations
House of Representatives

A former employee of a Department of Defense (DOD) contractor alleged she was sexually assaulted by her colleagues in a contractor-managed facility while overseas during the Iraq War. The employee sought to bring her claims to court but had previously signed an employment agreement requiring arbitration to resolve employment-related disputes and waiving her right to seek relief in a court of law. This situation resulted in litigation on whether her claims could be brought in court.[1] Following this incident, Congress included a provision regarding the use of mandatory arbitration in the DOD Appropriations Act, 2010. This provision prohibited the use of appropriated funds for certain contracts, unless the contractor agrees not to require employees to arbitrate claims related to civil rights violations or sexual assault or harassment, as a condition of employment.[2] As implemented by the Defense Federal Acquisition Regulation Supplement (DFARS), the restriction applies to funds appropriated by the 2010 act and subsequent defense appropriation acts for noncommercial contracts

[1]See Jones v. Halliburton Co., 583 F.3d 228 (5th Cir. 2009).

[2]Department of Defense Appropriations Act, 2010, Pub. L. No. 111-118, § 8116 (2009).

over $1 million.[3] The DFARS also provides a contract clause outlining the restriction to be included in DOD contracts that meet the criteria.[4]

House Report 117-393 includes a provision for us to examine the use of forced arbitration agreements by government contractors, which for the purposes of this report we refer to as "mandatory arbitration." We focused our work on DOD contracts that met the criteria for including the clause restricting contractors' use of mandatory arbitration. This report examines the extent to which, for selected contracts, DOD implemented the law regarding the use of mandatory arbitration and prime contractors carried out the restriction included in their DOD contracts.

To assess the extent to which DOD and prime contractors implemented the mandatory arbitration requirements, we selected 12 defense contractors and then chose a nongeneralizable sample of 14 contracts that met the criteria for inclusion of the applicable DFARS clause from a universe of contracts awarded in fiscal year 2023.[5] These were the most recent data available at the time of our review. We selected contracts from the DOD components with the highest obligations: the Army, Navy, Air Force, and Defense Logistics Agency (DLA). In making our contract selections, we considered the contractor's industry and amount of obligations on noncommercial contracts by DOD to ensure we examined a range of different defense contractors.[6]

For each of the 14 contracts we reviewed, we analyzed contract documentation to determine whether the DFARS clause was included in the contract. We also interviewed the contracting officer and other cognizant contracting officials to understand their process for determining whether the clause should be included. For the 12 contracts that included the clause, which ranged in estimated contract value from $3.7 million to $46 billion, we also interviewed contractor representatives to understand

[3]See DFARS subpart 222.74. Appropriations acts passed in 2011, 2017, and 2019 included provisions similar to what was included in the 2010 act. See the DOD and Full-Year Continuing Appropriations Act, 2011, Pub. L. 112-10, § 8102; Consolidated Appropriations Act, 2017, Pub. L. No. 115-31, § 8096; and Consolidated Appropriations Act, 2020, Pub. L. 116-93, § 8093 (2019).

[4]DFARS 252.222-7006.

[5]While we selected 16 contracts, upon initial review, we found that one contract was terminated for convenience and one contract used foreign military sales funding rather than DOD funding. We excluded these two contracts from further analysis and reviewed 14 contracts.

[6]See appendix I for a full list of contractors included in our review.

their approach to implementing the requirements of the clause.[7] In addition, for those contractors using mandatory arbitration agreements for workplace claims not covered by the clause, if any, we discussed how they have implemented such agreements. We then analyzed relevant contractor employment documents from the 12 contractors, including arbitration agreements and workplace policies for handling claims of sexual assault, sexual harassment, and civil rights violations, as available.

We conducted this performance audit from September 2023 to December 2024 in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objectives.

Background

Some employers adopt internal alternative dispute resolution approaches to resolve employee complaints to reduce the costs, in time and money, associated with litigating these complaints in court. Arbitration is an example of an alternative dispute resolution approach where disputes are submitted to a neutral third person—an arbitrator—for resolution. Some employers require all employees to agree to mandatory, binding arbitration of complaints as a condition of their employment. For the purposes of this report, mandatory arbitration agreements generally require parties—such as employer and employee—to agree to resolve future disputes through arbitration, rather than seeking relief in a court of law.

After the alleged sexual assault incident mentioned above, Congress included a provision in the enacted DOD Appropriations Act, 2010 to restrict contractors' use of mandatory arbitration agreements and the restriction was implemented by the DFARS.[8] Specifically, under the DFARS, DOD is prohibited from using appropriated funds for any contract for noncommercial products or services over $1 million, unless the contractor agrees not to require as a condition of employment arbitration

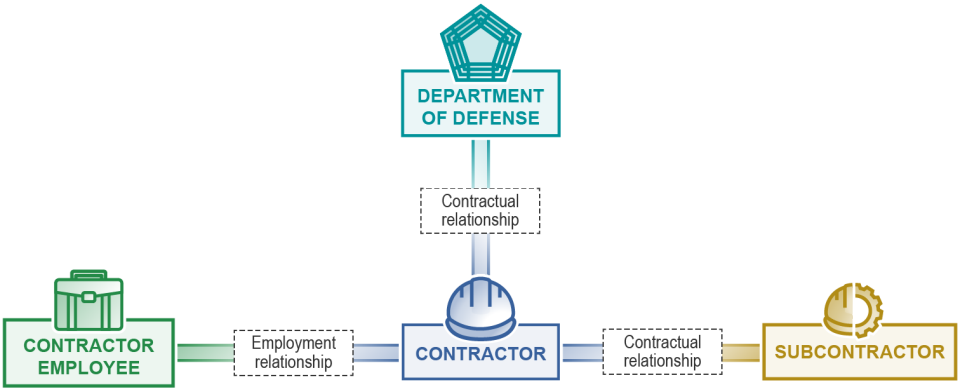
[7]The $46 billion contract was awarded to multiple vendors using a contract type that allows the government the flexibility to issue orders for specific products and services as the need arises. The $46 billion value reflects the maximum value of the contract and would not necessarily be awarded in full to a single vendor.

[8]Pub. L. No. 111-118, § 8116 (2009), DFARS subpart 222.74.

of claims (1) under Title VII of the Civil Rights Act of 1964, which includes discrimination based on race or national origin, or (2) related to or arising out of sexual assault or harassment.[9]

The required restriction on mandatory arbitration also applies to covered defense subcontractors. When a contract meets the criteria for the restriction and includes the applicable DFARS clause, the contractor is also required to certify by signature of the contract that it requires each covered subcontractor to agree not to enter into or take any action to enforce existing mandatory arbitration agreements with respect to any employee or independent contractor performing work related to the subcontract.[10] Figure 1 provides a notional depiction of legal relationships in DOD contracting between DOD, contractors, subcontractors, and contractor employees.

Figure 1: Notional Depiction of Legal Relationships in Department of Defense Contracting



Source: GAO. | GAO-25-107069

[9]DFARS 222.7402; DFARS 222.7405. The Secretary of Defense may waive the application of the restriction to a particular contract or subcontract if the Secretary or Deputy Secretary determines the waiver is necessary to avoid harm to national security interests of the United States, among other criteria. Pub. L. No. 111-118, § 8116(d); Pub. L. 112-10, § 8102(d); Pub. L. No. 115-31, § 8096(d); and Pub. L. 116-93, § 8093(d). See also DFARS 222.7404.

[10]For the purposes of the restriction on mandatory arbitration, a covered subcontractor is defined as any entity that has a subcontract in excess of $1 million for noncommercial products or services. DFARS 252.222-7006.

Several courts have considered the restriction on the use of mandatory arbitration by DOD contractors.[11] In these cases, employees argued that they could not be forced into arbitration despite having signed a mandatory arbitration agreement because their employers were subject to the restriction on the use of mandatory arbitration agreements, implemented through contracts with DOD. Most courts decided that, even if the employer was a party to a contract including the restriction, employees did not have the ability to enforce the restriction to avoid arbitration of their claims and instead seek relief in a court of law.[12] In these cases, the courts determined that the restriction limited DOD's ability to use appropriated funds for contracts subject to the restriction. As a result, these cases suggest that only DOD can enforce the restriction, not the employee. For example, one court suggested that a contractor's refusal to comply with the applicable contract clause could amount to a breach of contract, as a matter of contract administration between DOD and the contractor.[13]

Following broader concerns about the prevalence of mandatory arbitration provisions in employer and consumer contracts, Congress passed the Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act in March 2022.[14] This act allows individuals alleging sexual assault or sexual harassment to invalidate certain arbitration agreements that would otherwise preclude them from filing a lawsuit in court under federal, Tribal, or state law for such claims. This law is not limited to arbitration agreements signed by employees of DOD

[11]Schweyen v. Univ. of Montana-Missoula, No. CV 21-138-M-DLC, 2022 U.S. Dist. LEXIS 81810 (D. Mont. May 5, 2022); Ashford v. PricewaterhouseCoopers, 954 F.3d 678 (4th Cir. 2020); Harris v. Halliburton Company, No. 1:16-cv-00281-LJO-JLT, 2016 U.S. Dist. LEXIS 105135 (E.D. Cal. Aug. 9, 2016); Abbiati v. Lockheed Martin Information Technology, 2 N.E.3d 199 (Mass. App. Ct. 2014); Phifer v. Michigan Sporting Goods Distributors, Inc., No. 1:09-cv-00927, 2010 U.S. Dist. LEXIS 93839 (W.D. Mich. July 28, 2010).

[12]*Schweyen*, 2022 U.S. Dist. LEXIS 81810; *Abbiati*, 2 N.E.3d 199; *Phifer*, 2010 U.S. Dist. LEXIS 93839. See *Harris*, 2016 U.S. Dist. LEXIS 105135. In two of these cases, there was not clear evidence that the employer was a party to a government contract meeting the criteria for the restriction. *Harris*, 2016 U.S. Dist. LEXIS 105135, at *9; *Phifer*, 2010 U.S. Dist. LEXIS 93839, at *19-20. But see Ashford, 954 F.3d 678.

[13]See *Schweyen*, 2022 U.S. Dist. LEXIS 81810, at *9.

[14]Pub. L. No. 117-90 (2022) (amending the Federal Arbitration Act and codified at 9 U.S.C. §§ 401-402).

contractors but does not extend to any claim arising under Title VII of the Civil Rights Act of 1964.

DOD Contracts We Reviewed Generally Included the Clause Restricting Mandatory Arbitration

Contracting officers included the DFARS clause restricting mandatory arbitration in most of the contracts we reviewed. Two out of the three DLA contracts we reviewed, however, did not include the required clause. The 12 contractors we interviewed all limited their use of mandatory arbitration in accordance with the applicable DFARS clause.

Contracting Officers Generally Included the Clause Restricting Mandatory Arbitration in Reviewed Contracts

Contracting officers correctly included the clause restricting mandatory arbitration in 12 of the 14 contracts we reviewed. Under the Federal Acquisition Regulation (FAR), contracting officers are responsible for ensuring performance of all necessary actions for effective contracting.[15] This would include determining which FAR and DFARS clauses should be included in contracts.

Contracting officers use tools and guidance, along with their own business judgement and professional expertise, to ensure FAR and DFARS clauses are included as required. For example, contracting officers may use contract writing systems that apply defined rules to insert applicable clauses, based on the contracting officer's description of a contract's characteristics. Most contracting officers we spoke with told us they did not receive specific guidance about the clause restricting mandatory arbitration.

All contracting officers we interviewed said they have not received questions from contractors or subcontractors about how to implement or interpret the clause restricting mandatory arbitration. Absent specific questions, contracting officers told us they have not provided guidance to contractors about how to interpret this clause. Most contracting officers stated that, if questions about the clause arose, they would seek assistance from their legal counsel before providing guidance to contractors.

[15]FAR 1.602-2.

Two DLA Contracts We Selected Did Not Include the Required Clause Restricting Mandatory Arbitration

Two out of the three DLA contracts we reviewed did not include the required clause restricting mandatory arbitration. The supervising DLA contracting officer responsible for both contracts told us they interpreted the clause restricting mandatory arbitration as having an effective date of January 2023 and applying only to subcontractors. The date in the contract writing system, however, indicated when the clause was revised, rather than its original effective date of December 2010.[16]

Furthermore, the contract writing system that DLA used to award both contracts recommended the contracting officer include the clause restricting mandatory arbitration in contracts that met the criteria for inclusion. However, the contract writing system did not make inclusion of the clause mandatory.[17] Therefore, the contracting officers would have to choose to include the clause in applicable contracts. We raised the issue with the cognizant DLA Systems official during our review. As a result, DLA revised the contract writing system, so that the clause is included as mandatory in future contracts that meet the criteria for inclusion.

While DLA has corrected its contract writing system and should now include the clause in future contracts as required, this action does not affect those contracts that have already been awarded and are ongoing, including the two contracts we identified as missing the required clause. For context, during fiscal year 2023, DLA awarded at least 900 contracts that met the requirements for inclusion of the mandatory arbitration clause.[18] Without an assessment of its relevant ongoing contracts, DLA will not know the extent to which the required clause was not included or be able to determine appropriate action.

[16]In January 2023, DOD amended the DFARS to implement provisions of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 that replaced the definition of a "commercial item" with definitions for a "commercial product" and a "commercial service." This change was reflected in the clause at DFARS 252.222-7006. 88 Fed. Reg. 6578 (Jan. 23, 2023). In 2010, the final rule was adopted implementing section 8116 of the DOD Appropriations Act, 2010 and amending the DFARS to include the applicable clause. See 75 Fed. Reg. 76, 295 (Dec. 8, 2010).

[17]"Recommended" and "mandatory" are specific terms used to characterize contract clauses in the contract writing system.

[18]The approximately 900 contracts that DLA awarded, excluding delivery orders among other contract types, were for noncommercial products and services, and worth over $1 million. The contract count is based on our analysis of Federal Procurement Data System data, as of April 2024.

Contractors Limited Their Use of Mandatory Arbitration in Accordance with the DFARS Clause

For the 12 selected contracts that included the clause, all contractors we interviewed told us they used processes other than mandatory arbitration to resolve employee claims of sexual assault, sexual harassment, and Title VII civil rights violations, in accordance with the DFARS clause. Nine contractors told us that they did not incorporate mandatory arbitration in any of their workplace policies for resolving employee claims. Eight of these nine contractors provided us with workplace policies that corroborate what they told us. The remaining three contractors provided workplace polices that included the use of mandatory arbitration for resolving some claims not covered by the DFARS clause. For example, one contractor that used mandatory arbitration stated that employees may voluntarily opt into arbitration for claims of sexual assault, sexual harassment, and Title VII civil rights violations, but arbitration is not mandatory for these claims.

Additionally, 11 of the 12 contractors we interviewed provided documentation outlining options for their employees to report claims related to sexual assault, sexual harassment, and Title VII civil rights violations. These claims are investigated through internal company processes and workplace policies. The remaining contractor did not provide documentation but told us about its internal investigation processes and workplace policies for handling claims of sexual assault, sexual harassment, and Title VII civil rights violations.

Further, the contractors we interviewed explained that they choose not to differentiate between employees working directly in support of a contract that has the clause restricting mandatory arbitration and those who are not. Contractors told us that differentiating between employees on this basis would be difficult, as some employees may work in support of multiple contracts or employees may move between contracts that do and do not include the clause.

Finally, all 12 contractors described processes to implement the clause restricting mandatory arbitration for covered subcontractors, as required. For example, half of the contractors told us that they used a standard subcontractor “clause flow down” document for all clauses that may be applicable to DOD contracts. Other contractors tailored the flow-down document to include only applicable clauses for each subcontract. Most contractors had not provided specific guidance to their subcontractors on how to implement the clause and generally relied on their subcontractors to understand their contractual responsibilities. Moreover, most contractors told us they had not received any questions about the clause restricting mandatory arbitration from their subcontractors.

Conclusions

Congress took action to restrict the use of mandatory arbitration by certain DOD contractors when faced with employees alleging sexual assault, sexual harassment, or civil rights violations. While our findings are nongeneralizable, we found that most DOD components included the clause restricting mandatory arbitration in the contracts we reviewed. Also, the relevant contractors have limited their use of mandatory arbitration procedures, as required. We also found, however, that DLA failed to include the required clause in two of the three contracts we reviewed. DLA's contract writing system did not automatically insert the clause into contracts that met the criteria, and contracting officers were expected to insert the clause manually. As a result, action is needed to review relevant ongoing DLA contracts that may lack the clause, in addition to the two contracts we identified. Until DLA understands the extent of this compliance gap, it cannot determine whether further steps are needed to ensure the restriction is being implemented as required.

Recommendation for Executive Action

The Secretary of Defense should ensure the Director of the Defense Logistics Agency assesses the extent to which the agency's ongoing contracts that meet the criteria for inclusion of the clause at DFARS 252.222-7006, which restricts contractors' use of mandatory arbitration, have included the clause and use this information to determine what actions, if any, are needed to improve compliance for ongoing contracts. (Recommendation 1)

Agency Comments

We provided a draft of this product to DOD for review and comment. In an email response from a Defense Pricing, Contracting, and Acquisition Policy official, DOD concurred with our recommendation. In its response, DOD noted that DLA assessed ongoing contracts for fiscal years 2023-2025 and identified approximately 1,600 contracts with a high probability of not including the required clause restricting mandatory arbitration. DOD reiterated that to minimize the risk of error moving forward, DLA had revised its contract writing system so that the clause will be included as required when the appropriate criteria are selected, as we noted in the report, and would remind its contracting activities of the applicability of the clause.

In addition, we provided relevant portions of this report to the 12 selected contractors for review and comment. We received one technical comment, which we incorporated into the report.

We are sending copies of this report to the appropriate congressional committees, the Secretary of Defense, and other interested parties. In

addition, the report is available at no charge on the GAO website at https://www.gao.gov.

If you or your staff have any questions about this report, please contact me at (202) 512-4841 or sehgalm@gao.gov. Contact points for our Offices of Congressional Relations and Public Affairs may be found on the last page of this report. GAO staff who made key contributions to this report are listed in appendix II.

Mona Sehgal
Director, Contracting and National Security Acquisitions

Appendix I: Department of Defense Contractors That GAO Interviewed

Table 1: Department of Defense Contractors That GAO Interviewed

Total net obligations in fiscal year 2023[a]	Name of contractor	Primary industry of contractor	Contracting agency for selected contract
Greater than $500 million	Lockheed Martin	Manufacturing	Navy
	Raytheon	Manufacturing	Navy
	Northrop Grumman	Manufacturing	Air Force
	Johns Hopkins University Applied Physics Laboratory	Professional, Scientific, Technical Services	Army
$150 million to $500 million	Scientific Research Corporation	Professional, Scientific, Technical Services	Air Force
	Day & Zimmermann Lone Star	Manufacturing	Army
	Accenture	Professional, Scientific, Technical Services	Air Force
	Charles Stark Draper Laboratory	Professional, Scientific, Technical Services	Navy
$50 million to $150 million	Marvin Engineering[b]	Manufacturing	Army
	Conco Inc.	Manufacturing	Army
	Intuitive Research and Technology Corporation	Manufacturing	DLA
	Colsa Corporation	Professional, Scientific, Technical Services	Air Force

Source: GAO analysis of SAM.gov data. | GAO-25-107069

[a]The contractors' total net fiscal year 2023 obligations for noncommercial products and services were estimated using SAM.gov data downloaded in March 2024.

[b]Marvin Engineering was also the contractor for one of the DLA contracts we selected that did not contain the clause. We did not interview the contractor for the other DLA contract because it did not contain the clause.

Appendix II: GAO Contact and Staff Acknowledgments

GAO Contact

Mona Sehgal at (202) 512-4841 or sehgalm@gao.gov

Staff Acknowledgments

In addition to the contact named above, Guisseli Reyes-Turnell (Assistant Director), Scott Purdy (Analyst in Charge), Evalin Olson, John Bornmann, Edward Harmon, Min-Hei (Michelle) Kim, Luke Miller, Gabe Nelson, Alyssa Weir, and Adam Wolfe made key contributions to this report.

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