



National Geospatial-Intelligence Agency

7500 GEOINT Drive, Springfield, Virginia 22150

March 19, 2020

MEMORANDUM FOR: NGA Contractors

SUBJECT: Direction to Contractors, COVID-19

On March 17, NGA Director Sharp asked agency leaders to take the actions necessary to ensure offices are manned at 50% or less at any one time in order to be aggressive in our implementation of social distancing practices. This was necessary to ensure the safety and well-being of all personnel within our facilities. Things are moving in the right direction; however, D/NGA has determined that further reductions in onsite staff are needed.

As a result, the director has made the decision to reduce our contractor support levels to only those performing mission essential services in accordance with DFARS 252.232-7023, "Continuation of Essential Contractor Services" (attached). Effective 11:59pm March 20, 2020, the only contractors permitted onsite at NGA facilities are those performing under contracts which contain this clause or a contract clause or SOW requirement directing performance during a facility closure or Continuity of Operations (COOP) event. This direction is being given pursuant to paragraph (a) (5) of 5X52.242-9002, "Government Shutdown, Furlough of government personnel and Closure of NGA Facilities" (attached). Contractors should take appropriate action as if they had received Stop Work Order unless they are authorized to work offsite pursuant to paragraph (c) of said clause or have been authorized to telework in accordance with the terms of the contract or authorized by the Contracting Officer.

Contractors shall notify their employees accordingly. Contractor employees who do not know if their contract work involves mission essential services should contact their company for guidance.

This notice is effective until April 30, 2020 unless otherwise rescinded or directed by your Contracting Officer. Please be advised that as the situation progresses, NGA may determine that additional contractor support is necessary. Contracting Officers will notify affected companies of the necessary levels of support by their Contracting Officers.

This notice does not apply to contractors who are performing at offsite locations.

A handwritten signature in cursive script that reads "Kelly Pickering".

Kelly Pickering
Director, Office of Contract Services

252.237-7023 Continuation of Essential Contractor Services. (OCT 2010)

(a) *Definitions.* As used in this clause -

(1) *Essential contractor service* means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) *Mission-essential functions* means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment [], Mission-Essential Contractor Services, dated [].

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best

efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) *Changes.* The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

5X52.242-9002 - Government Shutdown, Furlough of government personnel and Closure of NGA Facilities

5X52.242-9002 - Government Shutdown, Furlough of government personnel and Closure of NGA Facilities (NOV 2018)

(a) An NGA facility may be closed down for all or a portion of a business day(s) as a result of:

- 1) Failure of Congress to appropriate funds, resulting in a government shutdown and furlough of government personnel
- 2) Actual Continuity of Operations (COOP) or COOP training exercises;
- 3) Severe weather;
- 4) Unplanned events; or
- 5) Any other reason deemed appropriate by the D/NGA.

(b) In specific reference to (a) 1, and notwithstanding any other provision of the contract, contractors should continue to perform work in accordance with the terms of the contract, provided funding is available on the contract. Unless otherwise directed by the Contracting Officer, no work shall continue in the absence of available funding on the contract. A Contracting Officer will issue specific stop-work notices to those contractors who must stop work due to the government shutdown. Once a stop-work notice is received, contractors should implement an orderly shutdown (e.g., secure files, make preparations to preserve work, etc...). Unless otherwise directed by the Contracting Officer, the stop-work order will automatically lift when Congress appropriates funds and work performance should resume provided there is funding on the contract.

(c) In specific reference to (a) 2 through (a) 5, the Contractor's personnel may be authorized by the cognizant Contracting Officer or Contracting Officer's Representative (COR) to work during a Government shutdown or closure as described in this clause, as long as any work performed does not result in the incurrence of any form of holiday, premium or differential compensation or additional costs for alternate work locations to be reimbursed by the Government as a direct or non-nominal indirect cost. Unless otherwise explicitly authorized by another clause, such costs are not allowable under the Contract. Further, when services are not performed (e.g., a contractor employee takes leave) the non-working hours are not allowable as a direct charge under the Contract.

(End of clause)