



DEFENSE INTELLIGENCE AGENCY

WASHINGTON, D.C. 20340-



**COVID-19 - General Contracting Frequently Ask Question (FAQs)**

The purpose of the FAQ is to provide guidance and preemptively address anticipatory inquiries from the contractor workforce. While not intended to address every eventuality, the FAQ purposes to highlight governing clauses and provide responses to known questions. Please direct any questions not addressed herein to the cognizant Contracting Officer.

**Frequently Asked Questions:**

**Q1. What if the Government closes the facility where I perform the work?**

A1. Response: Contractor personnel not providing essential contractor services shall not report to the facility. And, the Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with the FAR, applicable Cost Accounting Standards, the Contractor's established accounting policies, and the terms of the contract. Those contractor personnel who take leave shall not direct charge the non-working hours to the Contract. Contractors must comply with local command guidance, company policy and the Contracting Officer's direction. Ref DARS Clause 5552.231-9002 (e) & (i)

**Q2. What if the Government closes the facility during the duty day?**

A2. Response: Contractor personnel already present at the facility that are not performing essential contractor services will be dismissed and shall leave the facility. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with the FAR, applicable Cost Accounting Standards, the Contractor's established accounting policies, and the terms of the contract. Those contractor personnel who take leave shall not direct charge the non-working hours to the Contract. Contractors must comply with local command guidance, company policy and the Contracting Officer's direction. Ref DARS Clause 5552.231-9002 (f) & (i)

**Q3. If my primary facility is closed, may I work from an alternate location?**

A3. Response: Contactor personnel may work from an Agency authorized alternate work location, if approved by the Contracting Officer or their designee. Ref DARS Clause 5552.231-9002 (g)

**Q4. What if I do not want to work from the Contracting Officer approved alternate work facility?**

A4. Response: Contractor personnel must take leave in accordance with their Contractor's policies. Ref DARSI Clause 5552.231-9002 (g)

**Q5. Does billing change if an employee is quarantined and unavailable to execute the requirements of the contract?**

A5. Response: Contractors shall follow their disclosed charging practices during the period of performance and not follow any verbal directions to the contrary. [Contractors shall continue to accrue, allocate and bill for costs consistent with their disclosure statement or approved accounting practices – See FAR 52.230-2 – *Cost Accounting Standards*, & 52.230-3 – *Disclosure and Consistency of Cost Accounting Practices*. Consult with the company program manager and the cognizant Contracting Officer for definitive guidance and resolution.] Ref DARSI Clause 5552.231-9002 (i)

**Q6. If a contractor employee is required to go on official travel, and then has to be quarantined, will the contractor be reimbursed for the period quarantined?**

A6. Response: Remuneration shall be predicated on the contract type and the contractor's disclosed charging practices. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. Consult with the cognizant Contracting Officer for guidance and resolution. Ref DARSI Clause 5552.231-9002 (i)

**Q7. What are the government's payment obligations if a contractor is unable to perform?**

A7. Response: Government payment obligations will be directly tied to the type of contract and the terms of the contract. For instance, if the contractor has a firm-fixed priced contract that provides payment upon completion of a deliverable and the contractor has completed the deliverable, the contractor should be paid. If the contract is one for time and material or cost reimbursable, however, and individuals did not work because of the virus, the government may have the right to reduce its payments to the contractor. There are a number of potential outcomes and all of these things would require a careful review of each government contract. Consult with the cognizant Contracting Officer for guidance and resolution.

**Q8. What if my contract requires me to remain in affected areas and provide mission essential services?**

A8. Response: If your contract contains clause 252.237-7023; – *Continuation of Essential Contractor Services*, the contractor should evaluate the commitments resident in attendant Mission-Essential Contractor Services Plan (MECSP). Following review, consult with the cognizant procuring contracting officer to ensure

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that only those individuals required to perform the mission essential services in the MECSP are utilized until normal contract performance has been reconstituted. Consult with the cognizant contracting officer to ensure clarity of expectations on execution of mission essential requirements.

**Q9. What if a contractor employee was on official or non-official travel and must quarantine due to COVID-19?**

A9. Response: Contractors shall adhere to company policies and accounting practices for costs associated with illness-related absences. Consult with the cognizant contracting officer for definitive guidance and clarification.

**Q10. How do we know what contracts, travel or services are deemed mission essential?**

A10. Response: Recommend contractors review all contracts to ascertain if they contain DFARS clause 252.237-7023 – *Continuation of Mission Essential Contractor Services*. Additionally, contractors should review Section C for the attendant Statement of Work, Performance Work Statements or Statement of Objectives; Section H, Special Contract Provisions and Section I, Contract Clauses to conclude if other clauses or provisions stipulate the contractor provide continuity of mission critical services. Consult with the cognizant contracting officer for definitive guidance and clarification.

**Q11. We have a critical mission and a few of our contractor staff must be quarantined, can we request a replacement?**

A11. Response: Contractors shall adhere to the staffing requirements codified in the contract.

**Q12. Our workforce is on quarantine due to potential exposure, can we request additional contractor staff to support?**

A12. Response: Contractors should review the hiring and staffing protocols delineated in their SOW/PWS/SOO and consult with the cognizant contracting officer for definitive guidance.

**Q13. What if Contractors refuse to go on mission essential travel?**

A13. Response: Contractor shall employ their contingency plans to fulfill the requirements stipulated in the contract. Failure to perform the work may result in adverse consequences for the contractor. Consult with the cognizant contracting officer for definitive guidance.

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**Q14. If contractors have a secure site, may contractor staff work from the site due to concerns about COVID 19?**

A14. Response: Contactor personnel may work from an Agency authorized alternate work location, if approved by the Contracting Officer or their designee. Be advised, any secure site must be approved by DIA Security and incorporated into the contract via a DD 254. Ref DARSI Clause 5552.231-9002 (g)

**Q15. Are Contractors allowed to Telework during their quarantine period due to COVID 19?**

A15. Response: Contactor personnel may work from an Agency authorized alternate work location (including from home), **only if approved** by the Contracting Officer or their designee. Ref DARSI Clause 5552.231-9002 (g)

**Q16. What if I have medical questions or desire the most current information on COVID-19?**

A16. Response: Contractors are encouraged to consult with their company representatives, review guidance published by the [Centers for Disease Control and Prevention](#) and adhere to notifications promulgated by DIA's Surgeon General. For additional information and updates, visit the [Coronavirus Integration and Coordination Group \(CICG\)](#) website or the coronavirus link on the [DIA Daily](#). The CICG may be reached at 202-231-4300 or NSTS 910-1619; and Tandberg 912-5851.

**Additional Questions and Answers (18 Mar 20)**

**Q17. What happens when a contractor employee chooses to self-identify as being in a high risk category? Does the contractor employee report to work in a government facility?**

A17. Response: Contractor employees who wish to self-identify as being in a high risk category should make that disclosure to their employer. If the employer elects to allow the employee not to work, then the employer should notify the contracting officer to make arrangements regarding what adjustments need to be made to the contract's terms, conditions, and price/cost.

**Q18. If we have unclassified work, can our Contractors work from home? Can they work from a Contractor site?**

A18. Response: Yes, Contactor personnel may work from an Agency authorized alternate work location including from home, only if approved by the Contracting Officer or their designee. COR's and managers must ensure that there is sufficient

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work for Contractors to complete from the alternate work site. Ref DARSI Clause 5552.231-9002 (g)

**Q19. Can the Government mandate Contractors to work shifts?**

A19. Response: Only if shift work is already included in the terms and conditions or the Statement of Work of the contract. However, work with the Contracting Officer to determine whether the contract can be modified to allow for shift work at no cost. If there is a cost associated, the requirements office must determine the need and approve additional costs. CORs should communicate with their chain of command on requirements for shiftwork.

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