PROFESSIONAL ACQUISITION SUPPORT SERVICES (PASS)

RFP # FA8721-05-R-0001

INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT

PERFORMANCE WORK STATEMENT (PWS)

24 Aug 2006

Attachment # 1
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1.0 DESCRIPTION OF SERVICES

The objective of this contract is to acquire non-personal advisory and assistance services (A&AS) to provide a broad range of non-engineering acquisition support to ESC including geographically separated units (GSU), detachments (DET) and operating locations (OL) (including but not limited to locations inside the contiguous United States (CONUS), outside the contiguous United States (OCONUS) and war zone areas) for development, acquisition, integration, test, deployment, and sustainment of Air Force Command, Control, Communications, Computers (C4), Intelligence, Surveillance, Reconnaissance (ISR) (C4ISR) Enterprise and Information Systems in support of Research and Development (R&D) and production activities.

Engineering and technical acquisition services will be acquired under the Engineering and Technology Acquisition Support Services (ET ASS) contract and cost estimating services will be acquired under the Specialized Cost Services (SCS) contract.

PASS does not include services acquired under the Air Force (AF) Network-Centric Solutions (NETCENTS) contract which provides AF, Department of Defense (DoD) and other federal agencies with a primary source of networking equipment/product supply and a means of system engineering, installation, integration, operations and maintenance for a family of DoD adopted commercially standardized networking solutions that are interoperable with AF, joint and DoD standardized networking technical architectures. These types of services are not considered A&AS (FAR 37.202).

Period of performance for the Indefinite Delivery/Indefinite Quantity (IDIQ) contracts will be five years. The ordering period will be for five years. Performance under the resulting task orders (TO) shall not exceed length of the ordering period. TOs will be for one year with up to four option periods. Options shall be exercised by contract modification if determined to be in the best interest of the Government. The Government shall notify the Contractor, in writing, no later than thirty (30) days prior to the end of the current performance period as to whether the Government intends to exercise an option.

Each task order (TO) will identify: the objective, scope, background, technical requirements, the estimated level of effort, the security clearances required to accomplish the work, estimated other direct costs, the period of performance and the required schedule, data items, deliverables, performance objectives, performance thresholds, and any other considerations for each task.

1.1 Background. ESC manages the development and acquisition of C4ISR Enterprise and Information Systems. These systems gather and analyze information on potentially hostile forces and situations, enabling commanders to make quick decisions and rapidly pass them on to their forces. They help to direct the muscle of America's air and space arsenal to the right target at the right time.

ESC doesn't design or manufacture equipment. In its systems acquisition mission, ESC serves as the manager. It determines the operational user's needs, defines systems to best meet those needs, asks for proposals from industry, selects contractors and monitors their progress. Teams of professionals specializing in engineering science, business management, acquisition and computers supervise the design, development, testing, production and deployment of C4ISR Enterprise and Information Systems.
The Secretary of the Air Force and Chief of Staff of the Air Force have issued clear direction to implement “Lean Across the Air Force.” The Air Force implementation of this direction is called Air Force Smart Operations for the 21st Century (AFSO21). AFSO21 is the adaptation of improvement methods and operating concepts from Lean, Six Sigma, Theory of Constraints, and Business Process Reengineering into an approach that fits our Airman culture. It is an initiative that applies a mix of business strategies designed to streamline everyday processes across the Air Force. These plans will save money by optimizing processes and making them more effective and efficient.

The primary objectives for AFSO21 are to (1) Provide a standard AF approach to improve all processes that, when combined with our AF capabilities, deliver required effects, (2) Develop an environment and culture which promotes elimination of waste, standardization of best practices, reduced cycle times in delivery of effective combat capability across all related products and services, and involvement of all Airmen in the relentless pursuit of excellence, and (3) Ensure that all Airmen understand their role, have the ability to effect change and are continuously learning new ways to improve processes to save resources and eliminate waste.

Likewise, ESC leadership has selected the Balanced Scorecard (BSC) as the management framework to clarify the strategic direction of the organization and improve the delivery of capability to our customers. BSC is ESC’s management tool to translate an organization’s strategy into operational terms. Implementing a BSC creates a process to test the cause and effect of a strategy and redirect the organization.

BSC measures performance and identifies performance gaps while AFSO21 provides the continuous process improvement tools to close these gaps.

Also, ESC has recently transformed its mission organizations (system program offices) into recognizable Wings, Groups and Squadrons for consistency throughout the Air Force. There are currently four acquisition Wings, fourteen Groups and two direct-report Squadrons to conduct the ESC mission. Brigadier Generals or Senior Executive Service-equivalents (SES) lead each of the four Wings. The acquisition Wing/Group/Squadron structure is as follows:
Future changes to ESC will include the addition of more Squadrons.

1.2 Scope. The support to be provided includes, but is not limited to, a broad range of non-engineering acquisition services in support of R&D and production activities at ESC. These include Acquisition Support, Financial Management (FM), Contracting, Administrative and Human Resources. Although this PWS describes the general and representative efforts required under the PASS contract, the specific task requirements will be defined by individual TOs.

In rendering support to the identified tasks, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, processes to eliminate waste, standardize best practices, reduce cycle times and reduce the cost of doing business, or recommendations to complement the Government’s technical expertise in accomplishing its mission. The nature of this work will, at times, require the contractor to be capable of quick response to stringent deadlines.
The contractor shall provide a work force possessing the skills, knowledge and training to satisfactorily perform the services required under this contract.

1.3  Performance Requirements.

1.3.1  Acquisition Support. The contractor shall apply the principles, criteria and procedures of Department of Defense (DoD) Directive 5000.1 (The Defense Acquisition System), DoD Instruction 5000.2 (Operation of the Defense Acquisition System), National Security Space Acquisition Policy (NSSAP) 03-01, and other DoD, AF, Air Force Materiel Command (AFMC) and ESC Instructions, Directives, Regulations and guidance documents, as applicable. The below subparagraphs (1.3.1.1 - 1.3.1.5) contain a non-inclusive list of Acquisition Support disciplines which may be required under PASS. This paragraph (1.3.1) covers requirements that may be in other disciplines not listed that encompass program Acquisition Support activities.

1.3.1.1  Project Management. Provide project management expertise and guidance. Assist in comparing program direction and guidance in program management directives, plans, and other program documents with current in-place contracts, and identify discrepancies and recommend actions. Assist in the preparation, review, and integration of selected milestone review documentation, periodic reports, and certifications as identified in DoDI 5000.2, NSSAP 03-01 and other DoD Directives, and recommend and prepare changes. Assist in identifying and mitigating risks to the program. Assist in reviewing contractor deliverable status together with milestone schedules, status reports, and cost performance reports. Determine accuracy of information/situation depicted, and report inconsistencies. Assist in preparing briefings and reports in direct support of the acquisition program management function. Assist in presenting specific briefings to Government and prime system contractors. Assist in reviewing program plans and other related documents and provide comments. Assist in tracking progress and suggesting alternate approaches for projects behind schedule. Assist in analyzing problems that arise in the performance of program tasks and recommend solutions. Assist in performing systems analysis of network project tracking systems. Evaluate for currency, applicability of tasks, sequence, interdependency, duration, and consistency with program milestones. Assist in conducting broad-based analysis of acquisition programs to support organizational planning. Make recommendations for improvement and efficiency. Advise the Government on Enterprise Resource Planning (ERP) as it conforms to the primary objectives for AFSO21.

1.3.1.2  Source Selection. Participate in acquisition strategy analysis and planning. Analyze competitive, dual source, production split, and other acquisition strategy methodologies and present advantages/disadvantages. Assist in developing and documenting decision support systems and models. Assist in risk assessments. Recommend evaluation factors, subfactors, and criteria. Assist in reviewing or proposing inputs to Requests for Proposal (RFP), including Statements of Objective (SOO), Performance Work Statements (PWS), Sections L (Instructions, Conditions, and Notices to Offerors) and M (Evaluation Factors for Award), and other source selection related documents such as Acquisition Plans, Single Acquisition Management Plans (SAMP) and Commodity Acquisition Management Plans (CAMP). Assist in developing and structuring Contract Data Requirements Lists (CDRL). Assist in formulating, generating, reviewing, and finalizing Source Selection Plans, recommending revisions, improvements and way-ahead.

1.3.1.3  Acquisition Security Management. Review or assist in the preparation of acquisition security related sections of acquisition program documentation to include but not limited to Program Management Directives (PMD), Initial Capabilities Document (ICD), Capability Development Documents (CDD), Capability Production Documents (CPD), Combat Capability Documents (CCD), Program Management Documents, Program Objective Memorandas, RFPs, Acquisition Strategy Plans, and Cost Analyses.
Assist in reviewing contractor deliverables from a security perspective. Assist in the security evaluation of program information and hardware throughout the program life cycle (to include studies, analyses, plans, procedures, production, test plans/results, transportation, technology, and storage of end items). Assist in the development of System Security Management Plans, Program Protection Plans, Security Risk Analyses, OPSEC Plans, Computer Certification and Accreditation, Security Vulnerability and Countermeasure Analyses, Security Concepts of Operations, and other system security related documents. Assist in the preparation or presentation of system security management related reports and reviews.

1.3.1.4 Program Security Management. Maintain or assist in maintaining a database log that reflects receipt, storage, inventory, and disposition of classified information to include data entry, updates, and generation of reports. Participate in audits of Government classified holdings to ensure proper accountability. Maintain or assist in maintaining a database log of classified visits and clearance levels. Perform or assist in performing inspection, inventory, logging, storage, documentation, transmittal, and internal distribution of classified information received. Assist in evaluating contractor classified data submittals for compliance with the appropriate System Security Classification Guide (SSCG). Provide or assist in providing security evaluation and protection to areas where classified information is being stored. Assist in developing or establishing security procedures and policies.

1.3.1.5 Training. Advise and assist in the management and tracking of educational and training requirements for Government personnel. Assist in identifying educational and training requirements for career progression and identifying available courses. Assist in maintaining databases to track required and completed education and training necessary to maintain job proficiency/promotability. Assist in developing training plans, handbooks, training materials and presentation of the training.

1.3.2 Financial Management (FM). Provide all the services found in a comptroller shop to include planning, programming, budgeting, executing (PPBE) and tracking data. Maintain proficiency with fiscal and appropriations law. The following are examples of the types of FM support which may be required under PASS. The below subparagraphs (1.3.2.1 – 1.3.2.2) contain a non-inclusive list of Financial Management disciplines which may be required under PASS. This paragraph (1.3.2) covers requirements that may be in other disciplines not listed that encompass Financial Management Activities.

1.3.2.1 Financial and Budget Administration. Assist in providing financial and budget support for programs. Provide funding, forecasting, programming, budget information, execution status and funds reconciliation, following the PPBE process, using the requested FM tools and systems. Provide the team with the appropriate support, allowing the program to stay on schedule and meet milestone requirements. Maintain cognizance of the status of approved, deferred, and released funds and provide appropriate tracking documentation. Maintain cognizance of various program funds, and provide financial information for the preparation and execution of financial documents. Maintain an accurate audit trail to separately track, record, and report the status of each funding document to ensure proper use of all funds (active, expired, and cancelled). Reports may consist of, but are not limited to, Defense Acquisition Executive Summary (DAES), Selected Acquisition Reports (SAR), Spring Program Review/Program Executive Review (SPR/PER), Financial Management Review (FMR), tri-annual, etc. Contact higher headquarters as required, to include AF MAJCOMs, HQ AFMC, HQ USAF, etc., in performance of budget execution or justification. Provide reclamas to higher headquarters on an as needed basis. Continuously provide decision support to management. Contribute in development of budget submissions (i.e. Procurement Documents [P-DOCS] and Research Test Development and Evaluation Documents [R-DOCS]) and program office memorandums (POM) inputs. Maintain up-to-date knowledge of FM Regulations and Appropriations Law. Knowledge of Governmental financial activity systems, such as, but not limited to Automated Business Services System (ABSS), Comprehensive Cost and Requirement System (CCAR), Commander's Resource Integration System (CRIS), Looking Glass,
Investment Budget Documentation & Execution System (IDECS), System Metric and Reporting Tool (SMART), Mechanization of Contract Administration Services (MOCAS), and Foreign Military Sales (FMS) is needed.

1.3.2.2 Earned Value Management (EVM) System Implementation and Analysis. Assist in providing support in areas such as, but not limited to: Integrated Baseline Review (IBR) team planning; participation and training of IBR teams; performance analysis support to program offices; work breakdown structure development; and development of handbooks and training courses (including computer based training) in the areas of EVM system implementation and analysis. Winsight software shall be used for EVM analysis. If a contractor uses winsight in an off-site location or on a non-Government computer, they must obtain a license from C/S Solutions, Inc.

1.3.3 Contracting. Assist in planning the overall approach to meeting contracting program objectives for procuring a variety of complex requirements. Provide general administrative support to the Procurement Contracting Officer/Administrative Contracting Officer (PCO/ACO) in the areas of file preparation, generation of modifications, preparation of new awards, drafting required documents to accomplish proper contract administration, and answering management queries. Assist in building pricing spreadsheet models to support the PCO in the analysis and negotiation of contracts and contract modifications. Assist in incorporating the results of technical evaluations and audit reports into pricing models. Assist in the preparation of pricing charts for Business Clearance and Contract Clearance. Assist in the preparation of Price Negotiation Memorandums (PNM) and Preliminary Price Negotiation Memorandums (PPNM). Assist in providing business advice relative to incentive contract structures and special contract provisions that impact price such as Economic Price Adjustment (EPA) provisions. Assist in the technical evaluation of proposals. Assist in the preparing of the technical evaluation report for submission to the PCO. Assist in the discussion of issues related to the technical evaluation during the negotiation process. Assist in preparing Justification and Approvals (J&A). Assist in the execution of post award contract performance management actions on a group of contracts. Assist in preparing, maintaining, and posting of each contract, to include contract modifications, schedules, funding profiles, and Contract Line Item Number (CLIN) indexes. Assist in providing business advice and guidance to others on contracting work and prepare correspondence that supports contractual actions or recommendations. Assist in maintaining conformed copies of contracts within organizational responsibility. Staff all requested changes to any contract and determine if change applies to other contracts. Assist in contract closeout support and all non-inherently Governmental task associated with contract closeout.

1.3.4 Administrative and Human Resources. Provide general administrative support for Wing and subordinate organizations to include formatting correspondence, reports, briefings and other content drafted by technical and management personnel; transmit documents and data files; provide general support for business meetings and other events; monitor contractor personnel matters, support travel planning and ensure contractor personnel data currency. Manage and track data call requests. Assist in providing illustration/graphics support that requires visual display/presentations/aids, including videos, beyond the normal capabilities of office personnel. Assist in providing strategic resource management and in planning Government manning resources to keep program office expertise level commensurate with strategic goals and product portfolio.

2.0 QUALITY ASSURANCE

2.1 Contractor Performance. Contractor’s performance at the TO level will be assessed monthly by a process that measures success towards achieving defined performance objectives within the performance thresholds in a Services Delivery Summary (SDS). Inspection and acceptance of services
will be in accordance with a Government Performance Plan approved by the TO PCO. The SDS and Performance Plan will be in accordance with AFI 63-124, Performance Based Services Acquisition.

3.0 GENERAL INFORMATION

3.1 Contract Clauses. The contractor shall comply with all contract/TO requirements, clauses, and deliverables.

3.2 Contract Management. The contractor shall be responsible for managing all aspects of the contract and awarded TOs, to include cost, schedule, performance and management. The contractor shall act as the task integrator, assuring that all technical and program elements of a TO provide a fully integrated approach. TO performance feedback will be relayed to the contractor quarterly by the Government Functional Commander/Functional Director (FC/FD), summarizing the monthly surveillance performed by Quality Assurance Personnel (QAP). Contractor Performance Assessment Reports (CPAR) will be prepared annually for those TOs meeting a $1M threshold over the life of the TO.

3.3 Subcontract Management. The prime contractor shall manage the work distribution to its subcontractors to ensure there are no Organizational Conflict of Interest (OCI) considerations. The Contractor may add subcontractors to their team, after notification to the IDIQ PCO, to establish a strong technical capability to meet diverse TO requirements. They may disseminate portions of individual TOs to subcontractors based upon areas of expertise. There will be no cross-teaming at the prime or subcontractor level through the life of the contract, i.e., the prime may not be a subcontractor on another prime’s team and a subcontractor can only be on one prime’s team. The Contractor shall be held fully responsible for all aspects of TO performance and oversight, regardless of any arrangement between the prime and its proposed subcontractors.

3.4 Invoices. Invoicing shall be in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests (Jan 2004). Invoices shall be submitted monthly, as of the end of month (EOM), or twice monthly, as of the 15th and EOM, if approved by the Contracting Officer. The QAP or designated individual will review and approve all invoices within 5 working days. If the invoice is incomplete or inaccurate, the Government will reject the invoice and the contractor shall correct and resubmit it. The contractor shall submit a final invoice within ninety (90) days after the end of each base and option period. The contractor shall provide traceability of all labor hour and cost reimbursable elements (e.g. travel, material, other authorized direct costs) ordered by each program’s funding citation Accounting Classification Reference Number (ACRN) at the CLIN level. Under no circumstances shall any invoice exceed the period of performance, hours or ceiling price for any funded order. The contractor shall specify which ACRN to pay against in the invoice.

3.5 Transition Planning. The contractor shall follow the transition plan submitted as part of the IDIQ proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods.

3.6 Contract Data Requirements List (CDRL). The contractor shall provide a Funds and Man-hour Expenditure Report utilizing a web-based database in accordance with the IDIQ CDRL (Exhibit A). The information provided will be used to populate a central A&AS database maintained by ESC/XPK. The database is maintained in Microsoft Structured Query Language (SQL) Server using a web reporting front end and interfaces with ConWrite and Defense Finance and Accounting Service (DFAS) accounting
systems. Information in the A&AS database includes but is not limited to, Contract Line Item Numbers (CLIN), Accounting Classification Reference Numbers (ACRN), work locations, projects, prime and subcontractor names, labor categories, functional skills, labor rates, hours and amounts. The contractor will be required to modify their reporting at the Government’s request, at no additional cost, to accommodate any changes to the central A&AS database. This report is a mandatory data deliverable for each TO. Other deliverables, if required, will be called out in the individual TOs.

3.7 Place of Performance. The place of performance will be designated in each TO. Work shall be performed at either the customer (Government) or contractor site. The TO B-Tables shall have a separate column for customer and contractor site rates for each place of performance. Travel to other Government or contractor facilities may be required and will be specified in each TO.

3.8 Normal Hours of Operation. The average workweek is 40 hours. The average workday is 8 hours and the window in which those 8 hours may be scheduled is between 6:00 AM and 6:00 PM, Monday through Friday, except for Federal holidays (New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving and Christmas). Billable hours are limited to the performance of services as defined in the TO. Government surveillance of contractor performance is required to give reasonable assurance that efficient methods and effective cost controls are being used. Work in excess of the standard 40 hour work week requires prior written approval by the QAP.

3.9 Billable Hours. In order for man-hours to be billed, deliverable services must have been performed in direct support of a requirement in the TO PWS. In the course of business, situations may arise where Government facilities may not be available for performance of the TO requirements (i.e., base closure due to weather, Force Protection conditions, etc.). When the base is officially closed no contractor services will be provided and no charges will be incurred and/or billed to any TO. There may also be occasions when support contractors are invited to participate in morale and recreational activities (i.e., holiday parties, golf outings, sports days and other various social events). Contractor employees shall not be directed to attend such events by the Government. Since a contract employee is not a government employee, the contract employee cannot be granted the same duty time activities as Government employees. Participation in such events is not billable to the TO and contractor employee participation should be IAW the employees, company’s policies and compensation system.

3.10 Non Personal Services. The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor’s responsibility to notify the TO PCO immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

3.11 Contractor Identification. All contractor/subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone or via electronic mail, contractor/subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors/subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signature blocks shall identify their company affiliation.
Where practicable, contractor/subcontractors occupying collocated space with their Government program customer should identify their work space area with their name and company affiliation.

3.12 Training. Contractor personnel are required to possess the skills necessary to support their company's minimum requirements of the labor category under which they are performing. Training necessary to meet minimum requirements will not be paid for by the Government or charged to TOs by contractors. The contractor shall complete the mandatory ESC Centernet on-line training as it applies to contractors. The mandatory ESC Centernet on-line training is billable to the Government.

3.12.1 Mission-Unique Training. In situations where the Government organization being supported requires some unique level of support because of program/mission-unique needs, then the contractor may directly charge the TO, on a cost reimbursable basis. Unique training required for successful Wing support must be specifically authorized by the TO PCO. Labor expenses and travel related expenses may be allowed to be billed on a cost reimbursement basis. Tuition/Registration/Book fees (costs) may also be recoverable on a cost reimbursable basis if specifically authorized by the TO PCO. The Wing requiring the unique support must document the TO file with a signed memorandum that such contemplated labor, travel, and costs to be reimbursed by the Government are mission essential and in direct support of unique or special Wing requirements to support the billing of such costs against the TO.

3.12.2 Other Government Provided Training: The contractor's employees may participate in other Government provided training, on a non-discriminatory basis as among contractors, under the following circumstances:

1. The contractor employees' participation is on a space-available basis,
2. The contractor employees' participation does not negatively impact performance of this task order,
3. The Government incurs no additional cost in providing the training due to the contractor employees' participation, and
4. Man-hours spent due to the contractor employees' participation in such training are not invoiced to the task order.

3.13 Security.

3.13.1 Individuals performing work under these TOs must be United States citizens and must comply with applicable program security requirements as stated in the TO Contract Security Classification Specification (DD Form 254) which may require personnel security clearances up to and including Top Secret. The security clearance requirements will depend on the security level required by the proposed TO. The TOs may also require access to sensitive compartmented information (SCI) for which SCI eligibility will be required. Contractors must be able to obtain adequate security clearances prior to performing services under the TO.

3.13.2 The Contract Security Classification Specification (DD Form 254) will be at the TO level and will encompass all security requirements.

3.13.3 In accordance with DoD 5200.2-R, Personnel Security Program (Jan 87), DoD military, civilian, consultants, and contractor personnel using unclassified automated information systems, including e-mail, must have, at a minimum, a completed favorable National Agency Check (NAC)/Entrance NAC. The contractor is required to complete the application and apply for a NAC, for any employee not currently.
having a NAC, upon receipt of a task order where the employee will have access to automated information systems. The contractor shall diligently pursue obtaining NACs for its employees prior to assigning them to work any active TO.

3.14 **Travel Requirements.** The contractor shall be required to perform periodic travel in accomplishment of TOs both within and outside the Continental United States. Passports and VISAs may be required. The contractor shall coordinate with and receive Government authorization from the office they support for all travel. The contractor shall be responsible for obtaining all passenger transportation, lodging, and subsistence, both domestic and overseas, required in the performance of task orders. Allowable travel costs are described in the Federal Acquisition Regulation (FAR) 31.205-46. Travel costs not specifically covered at FAR 31.205-46 may be addressed on an as-needed basis. The Joint Travel Regulation (JTR) does not apply to contractors; however, may be used to aid the contracting officer in making individual decisions regarding travel rules. The contractor shall travel using the lower cost mode transportation commensurate with the mission requirements. When necessary to use air travel, the contractor shall use the tourist class, economy class, or similar accommodations to the extent they are available and commensurate with the mission requirements. Travel will be reimbursed on a cost reimbursable basis; no profit or fee will be paid.

3.15 **Performance of Services During Crisis Declared by the President of the United States, the Secretary of Defense, or Overseas Combatant Commander.** The performance of these services is not considered mission essential during time of crisis. Should a crisis be declared, the TO PCO or representative will verbally advise the contractor of the revised requirements, followed by written direction.

3.16 **Organizational Conflict of Interest (OCI).** Whenever the Government solicits information from the contractor for the purposes of issuing a potential TO (or, if the Government issues a TO without first soliciting information from the contractor), unless the TO states that it is exempt from the OCI provisions, the contractor shall promptly review the services ordered prior to commencing performance and inform the TO PCO, in writing, of any pre-existing circumstances which might create a conflict of interest under the OCI provisions of this contract with a plan to mitigate conflicts. In such event, the Government may, in its sole discretion, either cancel the TO at no-cost to the Government or grant a waiver to the OCI provisions and direct the contractor to proceed with performance. This process will also apply over the life of the TO.

3.17 **Constraints:** The Government, during the course of this contract, may encounter the following conditions:

1. **Surge:** A situation requiring an increased level of services and/or support within the scope of the TO over a compressed schedule of time.

2. **Draw-down:** A situation requiring the reduction of services and/or support within the scope of the TO resulting from, but not limited to, completion/deletion/transfer of programs or directed reductions.