

**OCI Mitigation Plan  
SAMPLE for IDIQ contract**

\_\_\_\_\_  
Company (Authorized Signatory)

\_\_\_\_\_  
Company Vice President  
(or equivalent level)

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# I ORGANIZATIONAL CONFLICT OF INTEREST (OCI) MANAGEMENT PLAN

## 1 Introduction

This OCI Plan establishes practices and procedures for the identification and mitigation of OCI at the Task Order (TO) level based on COMPANY's participation in the PROGRAM NAME (Program Acronym) effort performing as a prime contractor under the Security and Intelligence Support Capability Group. The primary objective of this Management Plan is to implement an organizational firewall for the PROGRAM NAME Program Management Office (PROGRAM NAME PMO). The organizational and physical isolation of the PROGRAM NAME PMO establishes the environment to enable COMPANY to (1) identify and properly disposition all Request for Task Order Proposal (RTOP) for any potential OCI, including a no bid decision on work that cannot be effectively mitigated and (2) provide unbiased, impartial, and objective advice and assistance to the Government by preventing the inappropriate flow of information into or out of the Program that might otherwise serve to provide an unfair competitive advantage or bias. The OCI processes set forth in Section 1.4. below provide a streamlined approach that will enable the timely review of all RTOPs for any OCI concerns and application of the appropriate level of OCI measures to mitigate any OCI matters. This OCI Plan also provides a flexible and compliant process for the Government to obtain technical expertise from COMPANY where it is deemed in the best interest of the Government.

This OCI Plan may be augmented by Task Order-Specific OCI Mitigation Plans (TTOMPOMPs) prepared for specific TO performance. Each TOMP will provide detailed processes and procedures for the specific mitigation approach to be complied with during TO performance. This Plan and the TOMP (if required) will govern the conduct of all affected employees on the PROGRAM NAME Team.

COMPANY and its respective teammates intend to fully comply with the Federal Acquisition Regulation (FAR) Subpart 9.5, CONTRACT OCI CLAUSE(S), and the AGENCY OCI Policy. COMPANY recognizes that OCI is a significant issue for industry and the Government and is therefore dedicated to a systematic approach to identify, avoid and/or mitigate organizational conflict of interest issues, whether actual or perceived, while performing on the PROGRAM NAME contract. The types of potential OCI, as stated in FAR 9.5 and GAO decisions are:

- Unequal Access to Information:** This type of OCI issue arises in situations when a firm has access to non-public information as part of its performance of a Government contract and where that information may provide the firm a competitive advantage in a later competition for a Government contract. FAR 9.505-4: "In these 'unequal access to information' cases, the concern is limited to the risk of the firm gaining a competitive advantage; there is no issue of bias."
- Biased Ground Rules:** This type of OCI issue arises in situations when a firm, as part of its performance of a Government contract, has in some sense set the ground rules for Government procurement, for example, by preparing the statement of work or the

specifications. FAR 9.505-1, 9.505-2: “These situations may also involve a concern that the firm, by virtue of its special knowledge of the agency’s future requirements, would have an unfair competitive advantage in the competition for those requirements.”

- **Impaired Objectivity:** This type of OCI issue arises in cases when a firm’s work under one Government contract could entail its evaluating itself (or a competitor), either through an assessment of performance under another contract or an evaluation of proposals as part of another contract. FAR 9.505-3: “In these ‘impaired objectivity’ cases, the concern is that the firm’s ability to render impartial advice to the Government could appear to be undermined by its relationship with the entity whose work product is being evaluated.”

COMPANY is required to comply with COMPANY’s Corporate OCI Policy, attached as **Appendix D**. The success of an OCI program is based upon the early identification of potential OCI issues and timely appropriate communication between potentially impacted corporate business entities, corporate headquarters, prime contractors, subcontractors, and Government customers. This OCI Plan describes COMPANY’s approach to avoid, neutralize, or mitigate conflict of interest issues that could potentially arise during performance of the PROGRAM NAME contract.

## 2 Definitions

**PROGRAM NAME Team:** the PROGRAM NAME Team includes all personnel performing on the PROGRAM NAME program for COMPANY, including internal teammates, subcontractors, and consultants.

**PROGRAM NAME Program Management Office (PROGRAM NAME PMO):** PROGRAM NAME personnel performing the functional IDIQ management of the PROGRAM NAME contract.

**COMPANY DEFINED Sensitive Information:** The objective of the OCI Plan is to protect these types of information from unauthorized disclosure or use: (list your Company’s defined types of sensitive information and reference any internal policy also that delineates these types along with the company’s information controls and procedures that govern them).

## 3 Responsibilities

Responsibilities associated with this OCI Plan are as follows:

**COMPANY Vice-President:** This position is outside of the firewall and has executive responsibility for protecting the integrity of this PROGRAM NAME OCI Plan, ensuring inappropriate information or influence does not flow into or out of the PROGRAM NAME PMO that could otherwise serve to create potential OCIs. The COMPANY Vice-President, ensures the independence of the PROGRAM NAME Team from direct management and operational control by senior COMPANY personnel or other business elements of the corporation. The COMPANY

Vice-President is responsible for all compliance requirements and overall performance of the PROGRAM NAME Program; however, day-to-day compliance with this Directive will be the responsibility of the PROGRAM NAME Program Manager, who will be inside the firewall. This position ensures full understanding of the OCI clauses and OCI Plan requirements by the entire team along with the commitment to adherence. The COMPANY Vice-President will be the certifying official for the annual compliance document.

**PROGRAM NAME Program Manager (PM):** This position is responsible for compliance and execution of this OCI Plan, supervision of the activities of the managers reporting to him or her, and early identification of OCI issues. This position will be responsible for day-to-day application, implementation, and execution of this Plan. The PROGRAM NAME PM is also responsible for providing specific data on employees transferring in or out of the cognizant business unit and shall be responsible for conducting all appropriate entry and exit interviews and debriefings. The PM is also responsible for ensuring that procedures to comply with this Plan are established and observed by all teammates/subcontractors, for requiring certification by all teammates/subcontractors that they are free from any potential conflict prior to the issuance of any tasking on the subcontract, and for ensuring the prime contractor's OCI clause is included in all subcontracts issued for performance of contract tasks.

**PROGRAM NAME Contracts Manager:** This position is responsible for maintaining the most current version of this Plan, for interpreting this Plan, and ensuring that all employees are properly trained concerning OCI matters, and retention of all OCI Plan documentation. Such Plan documents will be accessible and made available to the Government upon request. The Contracts Manager will report in a timely manner all relevant information regarding any actual or potential OCI issues or any personal conflict of interest issues to the Contracting Officer for immediate review and resolution. The Contracts Manager shall maintain all disclosure data and provide the annual certification of compliance submission to the Contracting Officer. When appropriate, this position is responsible for notifying the Contracting Officer regarding business acquisitions so that proper mitigation measures can be implemented, if necessary. The contracts function is separate from the operational functions, thereby creating a subjective review and assessment of OCI concerns.

**PROGRAM NAME Task Order Lead:** This position is responsible for the day-to-day management of specific TO performance. This may include additional specific OCI measures as detailed in a TOMP.

**PROGRAM NAME Subcontracts Manager:** This position is responsible for flowing the provisions of this Plan down to any subcontractors or consultants and requiring adherence to all rigorous OCI requirements of the Plan. Compliance with this OCI Plan shall be a material requirement of all subcontracts and consulting agreements. All subcontractors and consultants will be subject to an audit of their respective compliance with the provisions of this Plan by COMPANY and the Government.

**PROGRAM NAME OCI Board:** A PROGRAM NAME OCI Board (OCI Board) will be responsible for OCI oversight and continuous monitoring of OCI provisions, reviews, and available to consult on specific OCI concerns that arise.

**PROGRAM NAME Team Personnel:** These individuals are responsible for understanding this Plan and executing OCI Briefing Acknowledgements, NDAs, and Certifications (**Attachment A**), and for complying with this OCI Directive along with their respective employer's policies and procedures and ethical business practices. Additionally, subcontractor personnel shall comply with this Directive and any agreements for compliance made between their respective firm and COMPANY.

#### **4 PROGRAM NAME PMO Concept of Operations**

The objective of this Plan is to establish procedures that will allow the PROGRAM NAME OCI Board to (1) promptly and efficiently assess any TO for OCI issues, (2) develop appropriate OCI mitigation measures, (3) coordinate the assessment with the Government and (4) ensure all task order proposals identify proper mitigation if requirement. COMPANY has extensive experience in successfully managing complex ID/IQ contracts. The processes set forth below provide a streamlined approach that will enable resource control along with timely review of all tasking for any OCI issues and application of the appropriate level of OCI measures to mitigate any OCI, yet also allow for appropriate technical capabilities, on a case-by-case basis, in order for AGENCY to successfully access COMPANY expertise (as required) to accomplish its mission requirements.

It is not the intent of this plan to seek waivers to the OCI clause or any provisions of this plan. However, in the event it is in the best interest of the Government to do so, waivers will be properly coordinated and approved by the Contracting Officer and incorporated in a modification to this plan upon approval.

##### **4.1 PMO OCI Process**

The COMPANY Program Manager will implement this OCI Plan. The PM and PROGRAM NAME PMO will operate within an organizational, physical, and informational firewall to ensure all PROGRAM NAME Program information or data is properly. The PROGRAM NAME PMO will not have access to any TO-specific OCI information. The PMO will administer pre-award proposal processes, which include identification and disposition of all OCI issues. The PROGRAM NAME PMO will also ensure all OCI measures related to specific TO performance are implemented at the TO level and provide continuous OCI compliance monitoring on all awarded TOs. The PROGRAM NAME PMO will ensure upper level management shall not receive any information (except required summary financial reports and high-level schedule completion information) or influence in any way the decisions made by the PROGRAM NAME Team.

##### **a. Identify and Track Personnel**

As part of the overall PROGRAM NAME operation, the PM will coordinate the reassignment of personnel during task order performance to avoid biased judgment or inadvertent access issues. The PM, in conjunction with each teammate, is required to identify and track employees who may create an actual and/or potential conflict of interest if reassigned to other corporate business units that are, or may potentially be, involved with OCI related contracts. Each team member is required to have processes and procedures in place to ensure that employees joining or leaving

the PROGRAM NAME contract from other corporate business units are not placed in positions which compromise the OCI requirements or create any OCI.

Any new teammates added post award, shall include a request to the Contracting Officer along with full OCI disclosure prior to Government approval to perform on the program.

Once a COMPANY employee is identified as being OCI restricted, all hiring managers must coordinate with the employee's current manager and ensure that the assignment of the employee to the new position will not create an OCI issue. After a period of one year from departure of the PROGRAM NAME, this restriction will be lifted and the employee considered non-OCI sensitive.

#### **b. Departure**

All employees who depart the PROGRAM NAME contract are required to have a programmatic debriefing to ensure awareness of any remaining OCI obligations relative to their work on the PROGRAM NAME contract. All debriefings and certifications with regard to continuing non-disclosure obligations will be completed, and the disposition of PROGRAM NAME- specific materials (such as badges, access cards, and documents) will be determined at that time. The OCI status of employees who are departing COMPANY for other employment or retirement must be handled in the same manner as an employee transferring within COMPANY. This process establishes a historical record in the event the employee returns to COMPANY at some time in the future.

The PM, or designated representative, will conduct an exit interview and will obtain an Exit Interview Acknowledgement (**Appendix B**) from all employees authorized to receive any sensitive PROGRAM NAME information, prior to their leaving the PROGRAM NAME team. In addition, all personnel who exit the program will be removed from the PROGRAM NAME Access List. The Contracts Manager will maintain the Exit Interview Acknowledgement forms.

#### **4.2 PROGRAM NAME OCI Board**

The PROGRAM NAME OCI Board shall be responsible oversight, continuous monitoring and execution of this Plan for the PROGRAM NAME Program. The OCI Board shall be responsible for the identification, reporting, and handling of OCI concerns and for overall definition, identification, management, and control of OCI sensitive information. The OCI Board shall investigate and analyze potential OCI issues or concerns and recommend appropriate mitigation measures. The OCI Board shall be responsible for amending this Directive as necessary to sufficiently address any new OCI issues. Any amendment to this OCI Plan shall be coordinated with the Contracting Officer for approval prior to implementation. This OCI Board will operate as a standing team consisting of the PROGRAM NAME PM, PMO members, Contracts Manager, Subcontracts Manager, and appropriate subcontractor representatives as necessary. When applicable, the COMPANY Ethics Officer and/or OCI Subject Matter Experts, Business Executives, and Government representatives may also participate.

## INSERT COMPANY ORG CHART

This is an important part of your plan, show all programs at your company that may be related and/or that the government customer requires you show (some want you to show every program you have with that agency, others only those that may have any relation in the nature of the work (which is more logical)), show names also to demonstrate that it is not really the same person, just different org (divisions, sections, etc) names

**Figure 4.2 PROGRAM NAME PMO Organizational Chart.**



The PROGRAM NAME OCI Board's principal responsibilities are to:

1. Identify any OCI issues on each TO proposal request
2. Develop an appropriate OCI mitigation approach in accordance with this Management Plan
3. Coordinate the proposed OCI mitigation requirements with the Government Contracting Officer
4. Ensure the coordinated OCI mitigation procedures are bid in the TO
5. On a regular basis, monitor effectiveness of OCI controls in use
6. Maintain a list of all TOMP or other tasking activities requiring additional OCI sensitive information controls, if any
7. Investigate any OCI issues or concerns
8. Recommend any additional OCI mitigation measures, when applicable, to resolve specific OCI issues
9. Evaluate the PROGRAM NAME quality of performance for task orders where team members have an actual or potential OCI issue and redirect or reassign work to achieve performance in accordance with the contract.
10. Ensure documentation is sufficient to notify Contracting Officer upon discovery of any real or potential OCI conflict.

**a. Identification of OCI Issues**

The PROGRAM NAME Team recognizes that early identification of potential OCI issues is a primary goal in order to minimize disruption to the PROGRAM NAME Program and accomplish the mitigation or avoidance of any actual and perceived OCI. This process begins immediately upon receipt of the proposed Task Statement of Work or upon receipt of a RTOP issued by the PROGRAM NAME Contracting Officer. Upon receipt of the SOW or RTOP, the PROGRAM NAME Program Management Office (PMO) personnel shall review the SOW/RTOP for any potential OCI issues. The Contracts Manager will then screen the RTOP SOW and the PROGRAM NAME OCI contract clause internally and with any potential PROGRAM NAME Teammates. Any identified OCI concerns must be resolved *before* proceeding with the RTOP.

The actions proposed to avoid, mitigate, or neutralize the actual or perceived OCI will be included in either the proposal submitted in response to the RTOP, or as a separate request to the Contracting Officer to obtain written concurrence prior to participating in potentially conflicting work. Requests for application of FAR 9.505-2(a)(3), which allows for development work to be performed without preclusion from the related production contract will be submitted with TO proposals or under separate requests to the Contracting Officer.

**b. Monitoring OCI**

OCI monitoring, which consists of identification, mitigation, and compliance, is an ongoing process to continually monitor and resolve any potential OCI. The PROGRAM NAME OCI

Monitoring process allows for a timely response to all TO work requests, including coordination of the corporate-wide OCI review process across all COMPANY companies. This process is mandatory and requires review by all COMPANY business areas, including those who manage other contracts. Once a TO is awarded, the PMO will ensure all necessary OCI measures are implemented. While the PMO will not have access to any OCI sensitive information generated during TO performance, the PMO will be available for consultation on any OCI issues or matters the PROGRAM NAME Team may encounter. The PMO will also convene the OCI Board for regularly scheduled meetings to review general OCI effectiveness and also review any specific OCI issues that may arise.

### **4.3 PMO OCI Mitigation Measures**

The PMO will operate in compliance with the standard OCI measures detailed in this section and represented as Level 1 mitigation. All TO performance will also comply with these standard Level 1 measures. These measures meet the rigorous requirements set forth in the OCI Policy. Levels 2, 3, and 4 mitigation measures will be implemented on a TO basis and are further detailed in Section II of this Plan. Section II.5, TO Level 5 represents a no bid decision by COMPANY if an OCI arises that cannot be mitigated.

#### **a. PMO Organizational and Physical Isolation**

This organizational isolation is achieved by the managerial and physical isolation of the PROGRAM NAME PMO team, as managed by the PROGRAM NAME PM. This OCI firewall serves to isolate the PMO from any influence from other COMPANY business areas, as well as ensure all PROGRAM NAME Program information and data are properly safeguarded. The PMO will consist of the PROGRAM NAME PM, the PROGRAM NAME Contracts Manager, and the PROGRAM NAME Subcontracts Manager.

#### **b. Information Control Measures**

*Provide statement of your Company's overall controls.*

##### **b.1 Control of Softcopy Documentation**

OCI sensitive information documents generated on, or transferred to, the PROGRAM NAME Team shall be handled as follows:

1. Upon receipt of any softcopy documents, the PROGRAM NAME recipient must review the documents for any OCI sensitive information markings.
2. If OCI sensitive information markings are present, the documents will be controlled in accordance with COMPANY and Government storage and safeguarding procedures.
3. If softcopy documents are reduced to hardcopy or other formats capable of physical protection, such documentation must be stored and controlled in accordance with COMPANY and Government storage and safeguarding procedures.

## **b.2 Transfer of OCI Sensitive Information Documents**

Transfer of OCI sensitive information will occur in accordance with the COMPANY and Government policies and Government program procedures regarding the transfer of documents (both classified and unclassified). Classified materials will be handled/stored in accordance with the appropriate security requirements.

## **b.3 Oral Disclosures**

Proprietary information that is disclosed orally to PROGRAM NAME Team members will be protected from unauthorized disclosure and use. PROGRAM NAME Team members who receive orally disclosed proprietary data will notify the discloser of the need for written confirmation. It is COMPANY program policy that the disclosing party will provide written confirmation within 14 days after disclosure. Written confirmation must be sent to the recipient as well as the PROGRAM NAME PM by appropriate personnel within the disclosing party's organization.

## **b.4 Meetings**

In meetings conducted or sponsored by PROGRAM NAME Team members, the PROGRAM NAME Team meeting chairperson shall be responsible for notifying all meeting attendees prior to the disclosure of any OCI sensitive information. Copies of presentation materials and handouts containing OCI sensitive information shall be distributed to authorized attendees only and shall be controlled in accordance with any physical control procedures established by the PROGRAM NAME Team and/or the Government. Breakout sessions shall be scheduled as necessary to restrict discussions of OCI sensitive information data to authorized attendees only.

## **b.5 Destruction of OCI sensitive information**

Destruction of OCI sensitive information will be accomplished through an accredited company whose primary business is document management services. OCI sensitive information to be destroyed will be sorted and temporarily located in a locked storage bin until it is turned over for destruction. Classified material will be destroyed in accordance with appropriate classified document procedures.

## **c. Nondisclosure Agreements (NDA)**

All PROGRAM NAME Team members will be required to execute the OCI Briefing Certificate and Nondisclosure Agreement (**Appendix A**). In unique circumstances, an NDA may be executed related to specific TO performance. In addition, Government NDAs may be required. A copy of all such NDA documents will be retained by the PROGRAM NAME Contracts Manager.

#### **d. OCI Exit Briefings**

All employees who depart the PROGRAM NAME program are required to be debriefed by the PROGRAM NAME PM to ensure awareness of their ongoing obligations relative to their work on the PROGRAM NAME contract. This debriefing process will also include PM review of COMPANY employee transfers to ensure any transfers do not present any OCI issues. All debriefings and certifications with regard to continuing nondisclosure obligations will be completed, and the disposition of PROGRAM NAME-specific materials, such as badges, access rights and documents, will be determined at that time. All personnel who perform on PROGRAM NAME will execute the OCI Exit Briefing Statement (**Appendix B**).

#### **e. OCI Awareness Training**

It is COMPANY policy to provide a comprehensive training program for recognizing, reporting, and managing OCI situations. By doing so, all PROGRAM NAME Program personnel will receive OCI training and then certify they know and understand the requirements of this OCI Plan. The OCI Briefing Certificate and Nondisclosure Agreement must be executed before commencement of performance on the PROGRAM NAME Program. In addition to the OCI training, COMPANY provides annual training in business ethics and conduct. Subcontractors must provide company programs for those purposes. If no such program exists for the individual companies, COMPANY will provide any necessary training to ensure compliance with this OCI Plan. The PROGRAM NAME Manager is responsible for retaining all OCI-related training documentation and information. All PROGRAM NAME employees are required to attend initial training on OCI requirements and business ethics and annual refresher training. The PROGRAM NAME Program Manager will maintain a listing of all employees who have been trained, and this documentation will be available for inspection and audit. Personnel performing on a TO with a TOMP will be briefed on the procedures required by that TOMP before commencement of performance and on an annual basis.

#### **f. Subcontractor Compliance**

The requirements of FAR Subpart 9.5 and the applicable contract clause(s) will be incorporated in every applicable subcontract issued by COMPANY for performance of the PROGRAM NAME contract. The PROGRAM NAME Subcontracts Manager is responsible for monitoring all subcontractor compliance with the requirements of this Plan.

#### **g. Reporting OCI Disclosures**

All PROGRAM NAME Team personnel are required to immediately report all OCI issues or concerns that they become aware of or observe. Reporting of OCI issues or concerns can be through the person's immediate manager, the PROGRAM NAME PM/PMO or Contracts Manager, the Ethics Hotline, a subcontractor teammate's chain of command, or the Contracting Officer. All OCI issues or concerns reported will be thoroughly investigated, documented, and coordinated with the Agency Contracting Officer for resolution via the Disclosure of Potential OCI (**Appendix C**).

## **h. Violations**

Any violations of this Plan shall be reported to the individual's immediate manager, the PROGRAM NAME PM and PROGRAM NAME Contracts Manager, who will notify the Contracting Officer. Appropriate administrative and/or disciplinary action up to and including termination shall be taken by the employee's respective employer. In addition, the Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) states that violations of the Act may subject an employee to criminal liability. Subcontractor companies that violate the requirements of this OCI Plan may be terminated for default upon concurrence of this action by the Contracting Officer. The PROGRAM NAME PMO Board will conduct a timely and thorough investigation of all reported or suspected OCI issues.

## **i. Audit**

The PROGRAM NAME Team recognizes the need for effective compliance measures to ensure OCI mitigation. The PROGRAM NAME Contracts Manager will conduct periodic random audits at no less than annually, for adherence to this Plan. The OCI Compliance Office will conduct annual audits to ensure compliance with this Plan and all corporate OCI requirements. The Compliance Office will issue a written verification of compliance with the terms of this plan signed by the COMPANY VP as the certifying official along with an updated disclosure submission, Attachment 1. All subcontractors will be subject to audit by COMPANY and the Government. COMPANY will require all subcontractors to annually affirm their compliance with this Plan and their internal OCI policies and procedures. Audit findings will be documented and made available to the Government Contracting Officer upon request.

## **II. TASK ORDER OCI MITIGATION LEVELS**

COMPANY's mitigation approach is composed of several levels of positive controls. These controls include a careful review/screening of all tasks and OCI awareness training and certification, as well as informational control measures. Upon review and determination of the specific OCI issue presented by TO performance, a Task Order Mitigation Level will be applied, and depending on the nature and complexity of the potential OCI situation, a TOMP will be put in place when required. Task Order Mitigation Levels are detailed in Sections 1 through 5 below. Any specific level or combination of levels may be used to mitigate the OCI issues presented by the Task Order SOW.

### **1 Level 1 Mitigation**

Level 1 at the TO performance level represents the standard OCI measures that are also implemented at the PM level. These measures include the rigorous information control measures that mitigate and avoid any informational advantage-type OCI. The assigned Task Order Lead is responsible for ensuring these measures are adhered to by all TO performers.

### **2 Level 2 Mitigation**

Level 2 represents the first stage of OCI mitigation beyond the standard OCI measures detailed in Section 4.0, which will apply to the PM and to individual TO performance. The Level 2 OCI mitigation measures establish TO OCI firewall measures to mitigate specific concerns on a specific TO.

## **2.1 Task Order Level Firewall**

This organizational isolation is achieved by the physical isolation of the PROGRAM NAME Program Task Order Team. This organizational construct will be monitored by the PROGRAM NAME PMO to ensure compliance. This OCI firewall serves to mitigate any perceived OCI issues that may arise as a result of the PROGRAM NAME Team's performance of a specific TO, such as a need to further isolate information, data or access rights due to the sensitive nature of the work to be performed. This level may also include employee transfer restrictions, as detailed in Section 2.3 below.

## **2.2 Task Order Nondisclosure Agreements (NDA)**

If required, Task Order NDA will be executed to identify the specific OCI issue and address unique TO requirements, thereby ensuring the most rigorous OCI measures are in place.

## **2.3 Employee Transfer Restriction**

PROGRAM NAME employees will not be permitted to transfer from the PROGRAM NAME TO performance to an assignment at COMPANY that will create an OCI issue. The PROGRAM NAME PM will ensure the OCI Exit Briefing Statement (**Appendix B**) is completed by all COMPANY employees leaving the program.

The PROGRAM NAME PM employee's immediate manager is responsible for conducting the OCI exit interview. Any potential OCI issues must be identified prior to transfer for appropriate disposition. The OCI Exit Briefing Statement will be entered into the employee's personnel file prior to transfer. The form will remain with the employee's personnel file as being assigned to an OCI-restricted program. All hiring managers will be required to review the specific restrictions before permitting any transfer assignments. Subcontractors may have their own company-specific transfer restrictions processes as long as they meet the intent of this Plan.

## **3 Level 3 Mitigation**

Level 3 represents implementation of an OCI firewall for the specific TO with additional enhanced OCI measures. Level 3 applies only when a specific potential OCI has been identified in accordance with Section 4 PMO processes and will require a TOMP to clearly detail the OCI issue and the associated OCI measures to be applied. This level encompasses the measures of both Levels 1 and 2 (such as physical security, communications and data control, training and certification, and identification and tracking of personnel) and also includes enhanced OCI measures to mitigate, neutralize, or avoid bias in OCI concerns. It is understood that Level 3 measures will apply in limited circumstances and must be accepted by the Contracting Officer.

### **3.1 Multi-Contractor Teams (MCTs)**

Each phase of TO performance may have established MCTs to ensure that milestone events are reviewed for any perceived bias or impaired objectivity. Members of the MCT may consist of other contractors, subcontractors, and independent third-party entities, such as Federally Funded Research Development Corporations (FFRDCs), as well as Government representatives. In addition, Government supervision and approval of each review will further ensure any perceived bias is neutralized and avoided.

### **3.2 Use of Independent Third Parties**

To ensure unbiased and objective support to the government, use of independent third parties may be implemented. This approach is a common mitigation measure and can be implemented by use of a FFRDC or a non-conflicted contractor or subcontractor. The review of deliverables is completed by the independent third party and submitted directly to the Government.

### **3.3 Autonomous Decision-Making**

The PROGRAM NAME PM and OCI Board will ensure that all SOW and TO performance supports autonomous decision-making by the program office. The Government will retain all decision-making authority pertaining to all final work products and recommendations. When performing as part of an MCT, COMPANY will submit a detailed TOMP that states the specific OCI measures and lists all assembled Government, prime contractor, and subcontractor personnel, along with any FFRDC or other independent third parties. When required to present any analyses, trade studies or other such engineering support, the MCT will present all possible options with all known possible alternatives to ensure will be able to make an unbiased and objective decision.

## **4 Level 4 Mitigation**

Level 4 measures may require the assignment of the work to a non-conflicted subcontractor who will perform the tasking with the OCI issue and report the results of its work directly to the Government. This will be accomplished by ensuring that the subcontractor facility is appropriately isolated to ensure physical separation (separate facilities). Within Government-furnished facilities, the prime contractor and non-conflicted subcontractor will occupy space as directed by the Government.

## **5 Level 5 Mitigation**

Level 5 recognizes that TO performance cannot be effectively mitigated; thus COMPANY will not bid as either a prime contractor or a subcontractor.

**APPENDIX A – PROGRAM NAME OCI BRIEFING CERTIFICATE AND  
NONDISCLOSURE AGREEMENT**

**NONDISCLOSURE AGREEMENT**

I agree not to use, publish, or otherwise disclose either during or subsequent to my employment, any PROGRAM NAME OCI sensitive information as defined in Sections 2 of the PROGRAM NAME Organizational Conflict of Interest (OCI) Plan, or data of the Company, or data of others, which the Company is obligated to maintain in confidence.

I recognize that I may have access to information regarding the PROGRAM NAME contract that is considered by the Government or others to be OCI sensitive information as defined in the OCI Plan. I affirm and agree that during my employment with the Company **and subsequent thereto**, I will not use, publish, or otherwise disclose any PROGRAM NAME OCI sensitive information to which I may have access in connection with my work on the PROGRAM NAME contract to anyone other those designated as “need to know”, including other PROGRAM NAME Team personnel, unless such information has become public knowledge or the Government authorizes release.

**OCI BRIEFING STATEMENT**

I have been provided with a copy of the PROGRAM NAME OCI Plan. Execution of this OCI Briefing Statement and Nondisclosure Agreement is mandatory for all PROGRAM NAME Team employees. Specific questions regarding OCI and the details of this Plan should be referred to the PROGRAM NAME Program or Contracts Manager.

If I become aware of a potential OCI, I must ensure that it is brought to the attention of the PROGRAM NAME Program or Contracts Manager, or report it via the COMPANY Ethics Hotline. This is a continuing responsibility. In order to protect the interests of other contractors performing on Government contracts which have provided proprietary and sensitive information to the PROGRAM NAME Team, and to protect the future business interests of other companies with capabilities for performing on Program-related business, an OCI Plan has been implemented and the effectiveness of our efforts under the PROGRAM NAME contract and the future business interests of PROGRAM NAME Team members are dependent on strict compliance by all PROGRAM NAME Team employees with the provisions of this OCI Plan.

I hereby acknowledge that I have read and will comply with the OCI Plan and this OCI Briefing Certificate and Nondisclosure Agreement Statement. The Office of Federal Procurement Policy Act (41 U.S.C. Section 423, Procurement Integrity) states that violation of the Act may subject an employee to criminal liability.

FULL NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_ EMPLOYEE SIGNATURE: \_\_\_\_\_

\_\_\_\_\_ *Initial Training*

\_\_\_\_\_ *Refresher Training*

**Return to PROGRAM NAME Contracts Manager**



**APPENDIX B – OCI EXIT BRIEFING STATEMENT**

I acknowledge and have been reminded that, as agreed upon by having signed the PROGRAM NAME OCI Briefing Statement and Nondisclosure Agreement, I agree not to use, publish, or otherwise disclose either during or subsequent to my employment any PROGRAM NAME OCI sensitive information to which I have had access. I hereby certify that on or before this date, I have surrendered all PROGRAM NAME OCI sensitive information. I recognize that my obligations under the PROGRAM NAME OCI Briefing Statement and Nondisclosure Agreement do not expire as a result of leaving employment at the PROGRAM NAME Program.

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Employee's current position and duties

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Employee's duties at new location, if known

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Employee Name (Print)

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Employee's program involvement at new location, if known

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Employee Signature

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Signature and Title of Exit Briefer

Acknowledged Employment Restrictions:

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**APPENDIX C – DISCLOSURE OF POTENTIAL OCI**

Date of Occurrence: \_\_\_\_\_ Location/Event: \_\_\_\_\_  
Government Contracting \_\_\_\_\_  
Officer Notified: \_\_\_\_\_ Organization: \_\_\_\_\_

Description: \_\_\_\_\_  
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**Employee Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**APPENDIX D – COMPANY ORGANIZATIONAL CONFLICT OF INTEREST POLICY**

SAMPLE