

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ATTACHMENT J-5:

CONFIDENTIALITY, CONFLICT OF INTEREST, AND RULES OF CONDUCT CERTIFICATE

TO: Courtney Stallworth, Contracting Officer (CO)

1. In anticipation of my participation on or in support of the **Environmental Management (EM) Consolidated Technical Support Services (CTSS) procurement**. I certify that I will not disclose any information received during or after the proceedings of the procurement and I will not disclose any information concerning the SEB to anyone who is not also authorized access to that information by law, regulation, agency head, or the CO. Any disclosure will be limited to the information required in connection with a person's official responsibilities. I certify that I am aware of the restrictions on disclosure of information under the Procurement Integrity Act, 41 U.S.C. § 2102, and its implementing regulations, FAR 3.104. I understand that unauthorized disclosure of such information may subject me to substantial administrative, civil and criminal penalties, including fines, imprisonment, and loss of employment under the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423) or other applicable laws and regulations. Furthermore, I will report any attempt to obtain information concerning this SEB from a source outside the SEB to the CO.

2. I will disclose any actual or perceived conflicts of interest that I may have with such duties to the Contracting Officer assigned to this acquisition, including the disclosure of any matter which might reduce my ability to participate on or with the **Environmental Management (EM) Consolidated Technical Support Services (CTSS) procurement** in an objective and unbiased manner or which might place me in a position of a conflict, real or apparent, between my responsibilities and other interests. I have considered all my stocks, bonds, other financial interests, and employment arrangements (past, present, or under consideration) and, to the extent known by me, all the financial interest and employment arrangements of my spouse, my minor children, and other members of my immediate household. If I become aware of any matter which might reduce my ability to participate in an objective and unbiased manner or place me in a position of conflict, real or apparent, I will notify the CO immediately. Once I identify a matter that might create a real or apparent conflict of interest with the work with the SEB, I will stop participating in all such work (including rendering advice or making recommendations) until officially advised to do otherwise. I recognize my obligations and restrictions to avoid actual or apparent conflicts of interest pursuant to DEAR 915.207-70(f)(5) and under the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423) and its implementing regulations, FAR 3.104.

3. I certify that I will observe the following rules of conduct during the acquisition planning and/or source selection process to comply with my obligations under the Procurement Integrity Act and with DEAR 915.207-70(f)(5):

- a. If I contact, or if I am contacted by a prospective offeror regarding employment, I will promptly report the contact in writing to my supervisor and to the Contracting Officer. While employment discussions continue, I understand I will be removed from participation in the Federal procurement action. I will be excluded from participation until the agency authorizes me to resume participation in the Federal procurement.
- b. I will not ask for, demand, exact, solicit, seek, accept, receive, or agree to receive, directly or indirectly, any money, gratuity, or other thing of value, from any officer, employee, representative, agent, or consultant of any prospective offeror. I will advise my family that the acceptance of any such gratuity may be imputed to me as a violation, and must therefore be avoided.
- c. I will not discuss acquisition strategy or source selection matters with any unauthorized individuals (including Government personnel), even after contract award, without specific prior approval from proper authority.
- d. I understand that my obligations under this **Environmental Management (EM) Consolidated Technical Support Services (CTSS) procurement** certification are of a continuing nature. If at any time I receive a contact from a prospective or competing offeror concerning employment or other business opportunity, the offer of a gift from a prospective or competing offeror, or I encounter circumstances where my participation might result in a real, apparent, or potential conflict of interest, I will immediately report the circumstances surrounding the contact by an offeror in this Federal procurement to the Contracting Officer.

**Non-Disclosure Agreement for Non-Federal Advisors
[in accordance with DEAR 915.207-70(f)(6)]**

4. These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of public funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection.

The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

5. Whenever DOE furnishes a proposal for evaluation, I, the recipient, agree to use the information contained in the proposal only for DOE evaluation purposes and to treat the information obtained in confidence. This requirement for confidential treatment does not apply to information obtained from any source, including the proposer, without restriction. Any notice or restriction placed on the proposal by either DOE or the originator of the proposal shall be conspicuously affixed to any reproduction or abstract thereof and its provision strictly complied with. Upon completion of the evaluation, it is agreed all copies of the proposal and abstracts, if any, shall be returned to the DOE office which initially furnished the proposal for evaluation. Unless authorized by the Contracting Officer, I agree that I shall not contact the originator of the proposal concerning any aspect of its elements.

I understand that making a false or fraudulent certification may subject me to prosecution under Title 18, United States Code, Section 1001 and the Procurement Integrity Act, 41 U.S.C. § 2101-2107 (formerly 41 USC § 423).

NAME:

Printed

Signed

DATE:

ORGANIZATION:
