



Consultant Conflict Of Interest Package

Consultant Employment Disclosure Statement

- 1) Have you (the Consultant) performed, or will you perform work for LANS under any currently active subcontract? If yes, Subcontract # _____ Yes No
- 2) Are you (the Consultant) a federal employee? Yes No
If yes, name of Organization: _____
If yes, have you obtained permission to consult for LANS? Yes No N/A
- 3) Do you (the Consultant) currently have (or have you had in the past) any employment with LANS/LANL? Yes No
If yes, are you (the Consultant) a LANL Fellow or Laboratory Associate? Yes No N/A
- 4) Are you (the Consultant) currently employed by a DOE/NNSA M&O Contractor or LANS Affiliate? If yes, full time or part time? _____ Yes No
- 5) Are you (the Consultant) currently paid full time via a Federal Grant or Contract? Yes No
If yes, please list: _____
- 6) Are you (the Consultant) a Foreign National? Yes No
If you are a Foreign National, have you received a VISA? Yes No N/A

The Consultant Office is **not** responsible for consultant VISA approvals. If you have any questions, please contact the LANL Foreign Visits and Assignments Team of the Office of Counterintelligence at 505-665-1572.

I certify that the above information is true and correct.

Consultant Signature

Date

Printed Name

Organizational Conflict of Interest (OCI) Disclosure Statement

The following information is provided to LANS and/or the U.S. Department of Energy concerning past, present, and currently planned interests or activities (financial, contractual, organizational, or other interests), relating to the work to be performed under the proposed LANS subcontract identified below.

Identifying No. of subcontract or solicitation:	_____
Name of Consultant or Agency:	_____
Address:	_____
City, State, Zip Code:	_____
Telephone Number:	_____
Federal Taxpayer Identification Number:	_____

- 1) Description of services to be rendered:

- 2) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. Please see following pages, for necessary information.

- 3) To the best of my knowledge and belief, an actual or potential conflict of interest or unfair competitive advantage does not exist with respect to the advisory and assistance services to be provided in connection with this subcontract. Any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (2) above.

Signature

Date

Name (Printed)

Title/Organization

Organizational Conflicts of Interest

a) Purpose. The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

b) Scope. The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venture, consultant, or in any similar capacity.

(1)

(i) The Subcontractor shall be ineligible to participate in any capacity in Department of Energy contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract for a period of five years after the completion of this subcontract. Furthermore, unless so directed in writing by LANS, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by LANS, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information.

(i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as Department of Energy plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of LANS it shall not:

(A) Use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) Compete for work for the Department of Energy based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the government or LANS which is based on such information until one year after such information is released or otherwise made available to the public; and,

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department of Energy or LANS.

(ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restriction imposed on such information.

(iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with subparagraphs (b)(2)(i)(A) and (D) of this clause and the patent, rights in data, and security provisions of this subcontract.

(c) Disclosure after award.

(1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to LANS. Such disclosure may include a description of any action which the Subcontract has take or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. LANS may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of LANS or Government.

(2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to LANS, LANS may terminate this subcontract for default.

(d) Lower-tier Subcontracts

(1) The Subcontractor shall include a clause, substantially similar to this clause, including this paragraph, in lower-tier subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR (FAR) Part 13 and involving performance of advisory and assistance services as that term is defined at 48 CFR (FAR) 37.201. The terms 'subcontract,' 'Subcontractor,' and 'LANS' shall be appropriately modified to preserve LANS's and the Government's rights.

(2) Prior to the award under this subcontract of any such lower-tier subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed lower-tier subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate to the satisfaction of the Subcontractor the organizational conflict. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of LANS prior to entering into the lower-tier subcontract.

(e) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, LANS may terminate the subcontract for default, disqualify the Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.

(f) Waiver. Requests for waiver under this clause shall be directed in writing to LANS Contract Administrator and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the university and the Government, the LANS may grant such a waiver in writing.

Organizational Conflict of Interest Disclosure Advisory and Assistance Contracts

- a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to LANS or the Government, or the person's objectivity in performing the subcontract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual subcontracts are negotiated with all firms in the competitive range, it means all such firms. The requirements of this provision apply individually to any of the proposer's identified consultants or lower-tier subcontractors that also furnish advisory and assistance services in performance of this subcontract.
- c) The statement must contain the following:
 - (1) Name of the agency and the number of the solicitation in question.
 - (2) The name, address, telephone number, and federal taxpayer identification number of the apparent successful offeror.
 - (3) A description of the nature of the services rendered by or to be rendered on the instant subcontract.
 - (4) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to LANS or the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (5) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant subcontract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) above.
- (d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.