



Subcontractor/Supplier Conflict of Interest Form

Subcontractor/Supplier Name:

Solicitation/PO Number or Associated Prime Contract Number:

The Subcontractor, by signing this document, certifies that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest as described in the above referenced PO/Solicitation/Associated Prime Contract (herein after collectively referred to as Purchase Order or PO), for the Subcontractor or any of its intended subcontractors, employees, or consultants or its affiliates; and that the Subcontractor has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts.

REQUIRED DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)

- 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 the Government/Buyer, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- b) The Subcontractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the Purchase Order, at the time of execution of this Purchase Order the Subcontractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- c) The Subcontractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Buyer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Subcontractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Buyer in making a determination on this matter. Notwithstanding this notification, the Buyer may terminate the Purchase Order for the convenience of the Buyer if determined to be in the best interest of the Buyer.
- d) Notwithstanding paragraph (c) above, if the Subcontractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this Purchase Order or becomes, or should become, aware of an organizational conflict of interest after award of this Purchase Order and does not make an immediate and full disclosure in writing to the Buyer, the Buyer may terminate this Purchase Order for default.
- e) If the Subcontractor fails to take action required by this requirement or required by the Buyer upon receipt of the Subcontractor's disclosure required by paragraph (c), the Buyer may terminate this Purchase Order for default.
- f) The Buyer/Government's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- g) The Subcontractor shall promptly notify the Buyer, in writing, if it has been tasked to evaluate or advise the Government/Buyer concerning its own products or activities, those of its Subcontractors, those of one of its prime contractors (to which the Subcontractor is also a Subcontractor), or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Buyer/Government's interest.



- h) The Subcontractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs.
- i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this Purchase Order.
- j) Compliance with this requirement is a material requirement of this Purchase Order.

Certification

An organizational conflict of interest may result when factors create an actual or potential conflict of interest with recent or active contracts, or when the nature of the work to be performed creates an actual or potential conflict of interest on a future acquisition. Please certify below:

_____ There ***is not*** an actual, perceived, or potential conflict of interest.

_____ There ***is*** an actual, perceived, or potential conflict. *A mitigation plan has been prepared and is attached for consideration.*

The Subcontractor hereby certifies that to the best of its knowledge the information provided above is true and accurate.

Signature of Authorized Representative

Title of Authorized Representative

Name of Authorized Representative

Date of Signature