

ATTACHMENT J.2.2

**ORGANIZATIONAL CONFLICT OF INTEREST
AND NON-DISCLOSURE OF INFORMATION**

1. "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, 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 Individuals, Corporations, Partnerships, Joint Ventures, and other business enterprises.
2. The Contractor warrants that to the best of its knowledge and belief and except as otherwise set forth in the task order agreement, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph 1.
3. It is recognized that the effort to be performed by the Contractor under this task order agreement may create a potential organizational conflict of interest on the instant task order agreement or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the District Government, the right of the Contractor to participate in future procurement of services that are the subject of any work under this task order agreement shall be limited as described below:
 - 3.1 The Contractor agrees that it shall not release, disclose, or use (in any way that would permit or result in disclosure to any party outside the District Government) any information provided to the Contractor during or as a result of performance of this task order agreement. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
 - 3.2 The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information generated or derived from the Contractor during or as a result of performance of this task order agreement. This prohibition shall not expire after a given period of time.

- 3.3 The prohibitions contained in paragraphs (3.1) and (3.2) shall apply with force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assignee of the Contractor.
4. The Contractor further agrees that, during the performance of this task order agreement and for a period of three years after completion of performance of this task order agreement, the Contractor, any affiliate of the Contractor, any subcontractor, consultant or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor, shall not furnish to the District Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any services which are the subject of the work to be performed under this task order agreement. This exclusion does not apply to any re-competition for those services furnished pursuant to this task order agreement.
5. The Contractor 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 Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the District Government may terminate the task order agreement for the convenience of the District if determined to be in the best interest of the District Government.
6. Notwithstanding paragraph (5) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this task order agreement or becomes, or should become, aware of an organizational conflict of interest after award of this task order agreement and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this task order agreement for default.
7. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the District Government may terminate this task order agreement for default.
8. The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of the GSA contract entitled "DISPUTES."
9. Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the District Government concerning its own products

or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the District's interest.

10. The Contractor shall include this requirement in subcontracts of any tier, which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.
11. 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 task order agreement.
12. Compliance with this requirement is a material requirement of this task order agreement.

Signed: _____
Contractor

Date: _____