



Section 5 : SERVICE AND SUPPLY CONTRACT CLAUSES

532. Conflicts of Interest Warranty and Representation Restriction (Professional Services) (3/25/98)

(a) Seller agrees, except as provided in (b):

(1) No current U.S. Government employee (military or civilian), special employee, or consultant may perform services on behalf of Buyer under this contract. No person may perform services on behalf of Buyer under this contract whom Seller has reason to believe advises the U.S. Government about procurements involving Buyer as a prime or subcontractor;

(2) No person may perform services on behalf of Buyer under this contract who is a U.S. Department of Defense military officer (O-4 [major or lieutenant commander] or above) or civilian official (GS-12 or above) out of service less than two years;

(3) No person may perform services on behalf of Buyer under this contract who within the past two years served as a procurement official with respect to a particular procurement for which Buyer was a competing contractor (as these terms are defined in FAR 3.104-4);

(4) Any person who performs services on behalf of Buyer under this contract who is required to file a DD 1787 will promptly provide a copy of that form to Buyer for forwarding to Employment;

(5) No person who has, within the last five years, been convicted of, or pleaded *nolo contendere* to, a felony related to a U.S. Government prime contract or subcontract, or otherwise been suspended, debarred, or proposed for debarment from receiving contracts from the U.S. Government may perform services on behalf of Buyer under this contract; and

(6) Seller will not represent Buyer before any branch or office of the U.S. Government, before any officer or employee of the U.S. Government, or before any elected U.S. Government official.

(b) Exceptions. If Seller cannot make these warranties and representations for any employee or agent it intends to use on Buyer's behalf, it shall request from Buyer, and promptly have completed and submitted to Buyer, an Buyer Form 4170, "Conflict of Interest Questionnaire," by each such employee or agent. Such employees may not be used in performance of this contract unless Buyer approves their use, and then only in compliance with such restrictions as Buyer may require. If Seller is an individual and cannot make these warranties and representations, Seller will complete an Buyer Form 4170 and, if approved by Buyer for performance under this contract, will comply with any restrictions Buyer may require.

(c) Breach. BREACH OF THIS CLAUSE IS CAUSE FOR IMMEDIATE CANCELLATION OF THIS CONTRACT FOR DEFAULT AND/OR REFUND TO Buyer BY CONTRACTOR OF ALL PAYMENTS RECEIVED OR OWED UNDER THIS CONTRACT FOR THE SERVICES OF ANY INDIVIDUAL WHOSE PERFORMANCE ON Buyer'S BEHALF IS BARRED BY THIS CLAUSE.