



**DEFENSE LOGISTICS AGENCY  
TROOP SUPPORT  
700 ROBBINS AVENUE  
PHILADELPHIA, PENNSYLVANIA 19111-5092**

**BLANKET NON-DISCLOSURE AGREEMENT AND CONFLICT OF INTEREST  
STATEMENT FOR PERFORMANCE OF ASSIGNED DUTIES**

**This NDA is applicable to Government employees only who regularly perform duties related to Government contracts and will have access to CUI (e.g., handling of contract files and proposals, etc.).**

**IMPORTANT:** This agreement concerns a matter within the jurisdiction of a United States Government Agency. Any false, fictitious, or fraudulent statements and/or certifications made in or in relationship to this agreement may be subject to prosecution under 18 U.S.C. § 1001.

**GOVERNMENT EMPLOYEE NAME:**

a. This agreement applies to individuals who regularly perform duties related to government contracts. This agreement applies to your official duties as a  
This agreement is effective until there is a change in your position or assigned duties.

b. This agreement contains the rules of conduct for the acquisitions participated in as part of your official duties. It includes rules of conduct regarding conflicts of interest and the safeguarding of confidential information.

c. 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 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.

d. Your signature on this agreement indicates that you have read this agreement and agree to be bound by its terms.

e. Your signature further indicates your knowledge of applicable portions of 41 U.S.C. Chapter 21 – Prohibitions on Disclosing and Obtaining Procurement Information; Federal Acquisition Regulation, FAR 3.104 regarding unauthorized disclosure of contractor bid and proposal information and source selection information; and 5 C.F.R. 2635 – Standards of Ethical Conducts for Employees of the Executive Branch, regarding applicable standards of conduct (including procedures to prevent the improper disclosure of information).

<p><b>Controlled by:</b>  <b>CUI Category: SOURCE SELECTION</b>  <b>Distribution/Dissemination Control: FED ONLY</b>  <b>POC:</b></p>
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## CONFLICTS OF INTEREST

a. Check the applicable block:

- ☐ I have submitted a current OGE Form 450, Confidential Financial Disclosure Report, as required by the Joint Ethics Regulation (JER).
- ☐ I am not required to submit an OGE Form 450.
- ☐ I have submitted a current OGE Form 278e, Personnel Public Financial Disclosure Report, as required by the JER.
- ☐ I am not required to submit an OGE Form 278e.

## PROTECTING CONFIDENTIAL INFORMATION

By signing this agreement, you agree not to disclose confidential, proprietary, and/or source-selection-sensitive information to any individual or entity, unless that individual or entity is authorized by the Contracting Officer to receive such information. This means that you:

- a. Agree to abide by the terms of FAR Part 3.104;
- b. Will not knowingly disclose, directly or indirectly, proprietary or source selection sensitive information to any individual or entity not participating in source selections covered by this agreement, unless that individual or entity is authorized by Defense Logistics Acquisition Directive (DLAD) 3.104-4 or the Contracting Officer to access such information;
- c. Understand that all communications with offerors or their subcontractors concerning any acquisition must be made by/through the Contracting Officer or his/ her designee. Should any offer or any offeror's subcontractor initiate any contact, you will not make any response other than to refer the person initiating contact to the Contracting Officer and you will report all attempted communications by the offeror's representatives or any other unauthorized person to the Contracting Officer, and advise the official who appointed you to participate in the source selection of such attempts;
- d. Agree not to discuss evaluation or source selection matters (including proprietary proposal information) with any unauthorized individuals (including private sector and Government personnel who have not signed nondisclosure agreements), even after the announcement of the successful contractor(s), unless authorized by the Contracting Officer. Discussion of the evaluation/source selection matters with other source selection members should be conducted in areas designated for secured deliberations; and

e. Acknowledge that disclosure of proprietary information may violate the Trade Secrets Act (18 U.S.C. § 1905) and the Procurement Integrity Act (41 U.S.C. Chapter 21; as implemented in FAR 3.104). If you are found to have violated the Trade Secrets Act or the Procurement Integrity Act, you may be subject to criminal penalties and administrative penalties, including and up to termination of your employment.

## **OTHER STANDARDS OF CONDUCT**

By signing this agreement, you agree to abide by the following additional rules of conduct for any procurement action requiring your participation:

- a. You agree not to communicate with offerors or their subcontractors concerning any acquisition unless you first obtain the approval of the Contracting Officer.
- b. You recognize that your performance of assigned duties related to government contracts may be subject to scrutiny. As such, you agree to conduct yourself in such a way as to not adversely affect the confidence of the public or contractors. You will not use your public office or company position for private gain, and you agree not to engage in any personal business or professional activity, or enter into any financial transaction, that involves or appears to involve the direct or indirect use of non-public information to further a private gain for yourself or others.
- c. You agree to avoid any action, whether or not prohibited, that could result in, or could create, the appearance of or lack of independence or a lack of impartiality.

## **CONTINUING RESPONSIBILITY**

You understand that your obligations under this agreement are of a continuing nature. If anything takes place that would cause a change to any statement or create a violation of any representation or rule of conduct contained in this agreement, you agree to inform the Contracting Officer promptly

I may be involved in the review of various procurements. For all such procurements, I acknowledge I am bound by the terms of this Agreement and applicable legal authorities.

Signature:

Date:

Job Title:

Organization:

RFQ#