

**Procurement Project/Evaluation Team**

**Confidentiality and Conflict of Interest Statement**

Solicitation Number: {---Solicitation Number---}

THIS DOCUMENT HAS BEEN PROVIDED AS A TEMPLATE. PLEASE MODIFY IT TO BEST MEET THE NEEDS OF THE PROCUREMENT PROJECT/EVALUATION TEAM. PLEASE REFER ANY QUESTIONS TO YOUR OAG REPRESENTATIVE. DELETE THESE INSTRUCTIONS BEFORE FINALIZING THIS DOCUMENT.

I, (*print name clearly*), hereby certify that I have provided all required information on this form to the best of my knowledge and agree to the following confidentiality and conflict of interest protocols for the subject project/solicitation. I further certify that I have read and understand the attached Confidentiality and Conflict of Interest Guidelines.

*For the purpose of these Statements, “Supplier” means any business entity/corporation/organization/firm/individual including any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier) that submits an offer/proposal in response to this solicitation. “Supplier” also means “Offeror” or “Bidder.”*

**PART A - CONFIDENTIALITY STATEMENT**

1. I understand that information related to this project/solicitation and all proposals received shall be held in strict confidence.
2. I will not divulge any information pertaining to this project/solicitation or program, including but not limited to specific proposals, the number of proposals received and under review, or any other related documents.
3. I will cease communicating regarding this project/ solicitation, with Suppliers associated with this project/solicitation until Notice of Award is posted for this procurement.
4. I will limit all communication about or pertaining to this solicitation to only those individuals who have signed a Confidentiality and Conflict of Interest Statement for this solicitation/project. I will confirm this with this project’s single point of contact (“**SPOC**”), identified as: {---First Name---} {---Last Name---} at e-mail: {---Email Address---} prior to entering into any such communication.
5. My contact with the Suppliers regarding this project, will adhere to the communications protocol set forth in the RFP, which designates a SPOC for all supplier communication.
6. I agree not to meet with any potential or actual Supplier regarding this project/ solicitation for any reason, without at least one other team member and the consent of the SPOC. I will not discuss the active procurement with a potential or actual Supplier.
7. If contacted by a potential or actual Supplier regarding this project, I will refer the Supplier to the SPOC.
8. If I am contacted by any potential Supplier regarding this project, under the Freedom of Information Act, such requests will be forwarded to the SPOC immediately upon receipt.
9. I have read the provisions of the law identified in [Article 6](https://law.lis.virginia.gov/vacodefull/title2.2/chapter43/article6/) of the Virginia Public Procurement Act, and § [2.2-4342(D)](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4342/) and § [2.2-4359(D)](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4359/) of the *Code of Virginia*.

(a) § [2.2-4342(D)](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4342/): *Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.*

(b) § [2.2-4359(D)](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4359/): *Nothing contained in this section shall be construed to require a public body, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.*

1. I will inform the SPOC of any concerns regarding inappropriate communication or any suspected breach of confidentiality.

*END OF PART A – CONTINUE TO NEXT PAGE, PART B*

**PART B – CONFLICT OF INTEREST STATEMENT**

1. I am not a director, officer, owner, partner, trustee, consultant or employee of any Supplier that has submitted a proposal/offer in response to this solicitation or of any Supplier that has expressed interest in bidding or being a subcontractor for this project.
2. To the best of my knowledge, neither I, nor any member of my immediate family, including spouse, parents, children or siblings, have any direct investment, such as stocks or bonds, in any Supplier that has submitted a proposal/offer in response to this solicitation or any Supplier that has expressed interest in bidding or being a subcontractor for this project.
3. I have not received any income from, and I have not received any promise of income from, any Supplier that has submitted a proposal/offer in response to this solicitation or any Supplier that has expressed interest in bidding or being a subcontractor for this project in the twelve months preceding the date of execution of this Statement.
4. As of the date of execution of this Statement, I am not aware that any Supplier that has submitted a proposal/offer in response to this solicitation or any Supplier that has expressed interest in bidding or being a subcontractor for this project will give me income in the next twenty-four (24) months following the date of execution of this Statement.

OR⎯

I am disclosing the following interests in a Supplier that has submitted a proposal/offer in response to this solicitation or a Supplier that has expressed interest in bidding or being a subcontractor for this project:

1. I agree to inform the SPOC immediately if there is a change in regards to my answers to paragraphs 1 through 4 of this Conflict of Interest Statement.
2. I agree toinform the SPOC of any concerns regarding any suspected breach of this Conflict of Interest Statement by other members of the solicitation/project team.

**BY SIGNING BELOW, I ACKNOWLEDGE THE INFORMATION AND CERTIFICATIONS I HAVE GIVEN IN PART A AND PART B OF THIS STATEMENT:**

Signature:

Agency:

If Consultant, provide name of Company you represent and your role on this team:

E-mail Address:

Date:

*END OF PART B – CONTINUE TO NEXT PAGE, PART C*

*YOU ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE FOLLOWING GUIDELINES AND HAVE SIGNED THIS STATEMENT TO THAT EFFECT.*

**PART C - CONFIDENTIALITY AND CONFLICT OF INTEREST GUIDELINES**

Confidentiality

For purposes of these guidelines, confidential data or information is to be broadly construed and includes:

1. all trade secrets and proprietary information so designated and submitted by Suppliers in their proposals/offers;
2. cost estimates;
3. any and all other data and/or information that discloses any aspect of the substance or detail of a proposal itself or the evaluation/scoring thereof, whether conveyed in writing or orally and any and all information derived therefrom.

Certain documents or section of the proposal responses may be protected from public view under the provision of the Virginia Public Procurement Act pursuant to § [2.2-4342](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4342/) of the *Code of Virginia*. The proprietary/confidential status must be maintained even after the evaluation process is complete.

Trade secrets or proprietary information must have FOIA protections invoked by the Supplier in writing identifying specific data or materials to be protected and state the reasons why protection is necessary. (Entire proposal, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposals.)

All state government procurements for goods and services must be conducted in a fair and impartial manner with avoidance of any improprietyor appearance of impropriety. All state employees having official responsibility for the procurement process shall conduct business above reproach in every respect. All third-party contractors/consultants participating in an IV&V and/or Subject Matter expert capacity in this project/solicitation shall conduct their participation above reproach in every respect.

Each Procurement Project/Evaluation Team Member involved in this project/solicitation must take all reasonable steps to ensure that others do not have unauthorized access to confidential data or information relating to such project/solicitation. Such steps include, but are not limited to, the following:

1. Team members, without exception, should forward to the SPOC any and all inquiries or comments regarding any procurement transaction that are received from any party, either internal or external to VITA. In addition, team members should explain to the party making such inquiry that the reason the inquiry is being forwarded to the SPOC is to ensure that the party receives the most up-to-date and accurate information available regarding the procurement process.
2. The confidential data or any information acquired or accessed in connection with this project/solicitation should not be used except for the purpose of evaluating Suppliers’ proposals/offers. Furthermore, do not release, disseminate or otherwise disclose such data or information to any other party unless authorized by applicable law or required by court order to do so. If so authorized by applicable law or required by court order, notify the SPOC who is responsible for such disclosure.
3. The data and information contained in Suppliers’ proposals/offers and any information derived therefrom (including working papers) shall, at all times, be used, maintained, transported and stored in a secure fashion unless the Procurement Project/Evaluation Team Member is actively using such data or information.
4. The data and information contained in Suppliers’ proposals/offers and any information derived therefrom (including working papers) shall not be left unattended on conference room tables during meeting breaks unless the meeting room is locked and shall not be left unattended in office chairs, under desks or in any other place unless the room is locked.
5. The confidential data and information contained in Suppliers’ proposals/offers, any and all oral discussion or comment relating to the confidential data and information and any information derived therefrom shall be maintained in the strictest confidence and shall not be released, sold, disseminated, transferred or otherwise disclosed by any means to any person, firm, corporation, or third party without the prior written approval of the SPOC.
6. No emails shall be sent to any person(s) regarding the data or information contained in Suppliers’ proposals/offers or any information derived therefrom without the prior written approval of the SPOC.
7. The data and information contained in offerors’ proposals/offers and any information derived therefrom shall be accessed and used only as necessary to evaluate Suppliers’ proposals. The data and information contained in offerors’ proposals and any information derived therefrom shall be used and/or accessed for no other reason and in no other way.
8. The data and information contained in Suppliers’ proposals/offers and any information derived therefrom shall not be reproduced or copied by any means, in whole or in part, without the prior written approval of the SPOC.
9. For any procurement conducted by VITA, the entire procurement file shall be maintained by and kept in the designated VITA Contracts Administration location.
10. Upon request or when the Procurement Project/Evaluation Team Member’s assigned duties associated with this project/solicitation are completed, the team member shall immediately deliver to the SPOC all Suppliers’ proposals/offers along with all copies of any other materials and/or writings received or created in connection with or otherwise relating to this project/solicitation and any information derived therefrom.
11. When a Procurement Project/Evaluation Team Member has reason to believe that any unauthorized person(s) or third party has obtained or been provided access to or used data or information contained in Suppliers’ proposals/offers or any information derived therefrom, such team Member shall notify the SPOC by telephone, email or facsimile transmission within two (2) business hours. In addition, such team Member will provide any and all documentation or other information requested by VITA pertaining to such unauthorized access or use of information or data and cooperate fully with VITA during its investigation of the matter.

Conflict of Interest

Each Procurement Project/Evaluation Team Member should be acquainted with § [2.2-4367](https://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4367/) of the *Code of Virginia*, as well as theState and Local Government Conflict of Interests Act (§ [2.2-3100](https://law.lis.virginia.gov/vacode/title2.2/chapter31/) *et seq.*), the Virginia Governmental Frauds Act (§ [18.2-498.1](https://law.lis.virginia.gov/vacodefull/title18.2/chapter12/article1.1/) *et seq.*), [Article 2](https://law.lis.virginia.gov/vacodefull/title18.2/chapter10/article2/) and [Article 3](https://law.lis.virginia.gov/vacodefull/title18.2/chapter10/article3/) of [Chapter 10](https://law.lis.virginia.gov/vacode/title18.2/chapter10/) of Title 18.2 of the *Code of Virginia*, and [Article 6](https://law.lis.virginia.gov/vacodefull/title2.2/chapter43/article6/) of the Virginia Public Procurement Act. Once the Project Procurement/Evaluation Team Member has read the referenced Virginia Code sections above, if the team Member concludes that a conflict of interest exists in relation to this project/solicitation, the Member must inform theSPOC immediately and excuse themselves as a participant.