

Consultant Certifications and Agreements Regarding Consultant Restrictions (8-98)

1. By execution of this agreement, consultant represents and certifies that he or she has not been convicted or has not pleaded guilty to a federal offense involving fraud, corruption or moral turpitude and is not now listed by any federal agency as debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for federal procurement programs. If consultant is a corporation, partnership or other form of business organization, the representations and certifications shall apply not only to the individual(s) who will be performing the consultant services, but also to the principal officers and owners of the business organization.

The consultant shall provide immediate notice to Lockheed Martin Energy Systems (LMES) in the event of being suspended, debarred, or declared ineligible by any Department or other Federal Agency, or upon receipt of a notice of proposed debarment from any Department or Agency, during the performance of this agreement.

2. By execution of this agreement, consultant hereby certifies that he or she is familiar with and will comply with all federal laws and regulations relating to federal conflict of interest (“Revolving Door”) concerns, particularly of 41 U.S.C. @ 423 (Procurement Integrity) and 18 U.S.C. 207. Consultant further represents and warrants that the services to be performed under this agreement, whether by itself, its employees, or its associates, shall not be in violation of said statutes or regulations.
3. By execution of this agreement, consultant agrees that, unless such effort is specifically called out in the Statement of Work of this agreement, he or she will not engage in any effort on behalf of Lockheed Martin to lobby (i.e., to influence or attempt to influence) Congress, any Federal agency, any Member of Congress, any Federal Officer, or any Federal Agency employee or employee of a Member of Congress.
4. Public Laws 101-121 (Byrd Amendment) places restrictions on activities of consultants in connection with specific contract actions. By execution of this agreement, consultant agrees that, unless such effort is specifically called out in the Statement of Work of this agreement, he or she will not influence or attempt to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding, extension, renewal, or modification of any federal contract for Lockheed Martin.
5. The Office of Federal Procurement Policy Letter 89-1 establishes policy relating to conflict of interest standards for those who provide consulting services to the Government and to its contractors. The stated purpose of the Policy Letter is to identify and eliminate any conflict of interest or “unfair competitive advantage” (as defined in the Policy Letter) which may accrue from information provided to the contractor by a marketing consultant. “Marketing consultant” is defined by the Letter as “any independent contractor who furnishes advice, information, direction, or assistance to any other contractor in support of the preparation or submission of a bid or proposal for a Government contract by such contractor. An independent contractor is not a marketing consultant if he or she would be rendering advisory and assistance services such as:
 - i. Routine engineering and technical services such as installation, operation or maintenance of systems, equipment, software, components, or facilities;
 - ii. Routine legal, actuarial, auditing, and accounting services;
 - iii. Training services

By execution of this agreement, consultant represents and agrees that performance of consulting

work under this agreement does not constitute a conflict of interest and that consultant will not provide any unfair competitive advantage to Lockheed Martin in the performance of such work. Where Lockheed Martin is notified that it is the apparent successful offeror for any federal acquisition, any marketing consultant engaged in connection with that acquisition may be required to further certify to the Government that consultant has provided no unfair competitive advantage to Lockheed Martin with respect to the services rendered or to be rendered in connection with the solicitation, or that any unfair competitive advantage that does or may exist has been disclosed. Consultant agrees to provide that certificate promptly upon request by Lockheed Martin.

6. By execution of this agreement, consultant represents that consultant has and will make full disclosure during the terms of this Agreement of each instance where consultant is currently providing a supplier, customer, or competitor of company services similar to those provided for hereunder or has provided such services during a period of twelve months prior to the date of any certification provided pursuant to FAR 52.209-7 and OFPP Letter 89-1. Consultant further represents that he or she will make disclosure to LMES prior to entering into any such arrangements in the future and will provide current certifications as may be requested by Lockheed Martin in order to facilitate its compliance with applicable laws and regulations.
7. By execution of this agreement, consultant agrees that it shall not attempt to obtain, or receive any information that is security classified or procurement sensitive, directly or indirectly, from the U.S. Government or any other source where it is clear that release is unauthorized or in circumstances where there is reason to believe that such information cannot lawfully be in Lockheed Martin possession. The same prohibitions apply to information of another company that is business confidential or proprietary. For the purpose of this agreement, the term "information" includes documents, video and audio materials, oral transmissions, electronic data, and any other method or means by which information might be conveyed.
8. By execution of this agreement, consultant certifies that, to the best of his or her knowledge and belief, he or she is not prohibited by law from performing such services.