

### **3.1.7-2 Organizational Conflicts of Interest (February 2003)**

(a) By submitting and offer or proposal the offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the TSA Acquisition Management System, "Organizational Conflicts of Interest", or that the Contractor has disclosed all such relevant information.

(b) The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. The disclosure shall include a mitigation plan describing actions the Contractor has taken or proposes to take, to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest might necessitate such disclosure. (c) The TSA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the judgment of the Contracting Officer cannot be avoided, or mitigated.

(d) The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor further agrees to insert provisions which shall conform substantial to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

**(End of clause)**

#### **PRESCRIPTION**

Shall be used in all RFIs/RFPs and contract when the Contracting Officer has reason to believe an organizational conflict of interest could occur.