**APPENDIX E**

**SOURCE SELECTION NON-DISCLOSURE AGREEMENT AND**

**STATEMENT OF FINANCIAL INTEREST**

**FOR (*ACQUISITION TITLE*)**

I understand that I have been assigned to the source selection for (*acquisition title*) and that I am subject to Subsection 27(a) of the Office of Federal Procurement Policy Procurement Integrity Act and the implementing regulations included in Federal Acquisition Regulation (FAR 3.104). I acknowledge and agree to the following:

I agree that I will only use the information I obtain as a result of having been assigned to the source selection for (*acquisition title*) for authorized purposes.

I acknowledge that disclosure of source selection information as defined in FAR 2.101, contractor bid or proposal information as defined in FAR 3.104-1, or other proprietary information without prior written authorization from the Contract Officer could damage the integrity of this procurement and subject me to adverse personnel actions and criminal and civil penalties under the Procurement Integrity Act or other applicable laws.

I agree that if I obtain source selection information, contractor bid or proposal information, or other proprietary information without prior written authorization by the Contracting Officer, I will (i) promptly notify the Contracting Officer; (ii) return all source selection information in the form it was received to the Contracting Officer; (iii) neither copy or retain any copies; and (iv) not disclose the information, except as permitted herein.

I agree to safeguard all materials pertaining to the source selection for (*acquisition title*), including following all directions from the Contracting Officer, and promptly return them to the Contracting Officer upon his or her request or completion of the source selection.

I agree that if I become aware that any source selection information, contractor bid or proposal information, or other proprietary information has been improperly disclosed, I will promptly advise the Contracting Officer. I will provide as much detail as I have about the improper disclosure.

I acknowledge that I may not participate in the source selection for (*acquisition title*) if I am aware that it will have a direct and predictable effect on my financial interest or those persons whose interest are imputed to me under laws, regulations, or contractual obligations.

I agree not to use the source selection information, contractor bid or proposal information, or other proprietary information for my private gain or the private gain of others, either by my direct or indirect action or by giving counsel, recommendations, or suggestions to others.

I agree that I am not aware of any matter which might reduce my ability to participate in the source selection for (*acquisition title*) in an objective, unbiased manner or which might place me in a position of conflict, real, apparent, possible, or potential, between my responsibilities as a participant and other interests.

I agree that if, at any time during my participation in the source selection, I become aware that my participation may result in a real, apparent, possible, or potential conflict of interest, I will immediately report the circumstances to the Contracting Officer in writing and thereafter, until advised by the Contracting Officer to the contrary, cease my participation in the source selection.

I agree that if by virtue of my position I am otherwise required to file either an OGE Form 450 confidential financial disclosure report or OGE Form 278 public financial disclosure a current form is on file or will be submitted prior to my participation in the source selection for (*acquisition title*).

I acknowledge that I am aware of and will comply with all applicable laws, regulations, and standards of conduct related to source selections, acceptance of bribes and gratuities, conflicts of interest, procurement integrity, and post-employment restrictions.

I acknowledge that in accordance with Section 715 of the Consolidated Appropriations Act of 2012 Section 715, these restrictions are consistent with and do not supersede, conflict with, or otherwise alter my obligations, rights, or liabilities created by Executive Order No. 12958; section 7211 of title 5, United States Code (governing disclosures to Congress); section 1034 of title 10, United States Code, as amended by the Military Whistleblower Protection Act (governing disclosure to Congress by members of the military); section 2302(b)(8) of title 5, United States Code, as amended by the Whistleblower Protection Act of 1989 (governing disclosures of illegality, waste, fraud, abuse or public health or safety threats); the Intelligence Identities Protection Act of 1982 (50 U.S.C. 421 et seq.) (governing disclosures that could expose confidential Government agents); and the statutes which protect against disclosure that may compromise the national security, including sections 641, 793, 794, 798, and 952 of title 18, United States Code, and section 4(b) of the Subversive Activities Act of 1950 (50 U.S.C. 783(b)). The definitions, requirements, obligations, rights, sanctions, and liabilities created by said Executive order and listed statutes are incorporated into this agreement and are controlling.

I acknowledge that pursuant to the Whistleblower Protection Enhancement Act of 2012, 5 USC 2302(b) that these provisions are consistent with and do not supersede, conflict with, or otherwise alter my 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 or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, gross waste of funds, 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.

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Signature and Date Bureau and Office

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