

CONFIDENTIALITY AND CONFLICT OF INTEREST AGREEMENT
ICE SERVICES

Project Number: 54-106 KA-6535-03

Project Name: US-54/US-400 – Sedgwick and Butler Counties (the “Project”)

I _____, an employee of _____ (“Consultant”) certify the following:

I. Confidentiality

I shall maintain the confidentiality of all confidential information gained during performance or as a result of providing ICE Services for the Project or gained during my presence in the Kansas Department of Transportation (KDOT) offices. I will also maintain security and control over all documents containing Confidential Information. Confidential Information includes, without limitation:

- proprietary information;
- information designated confidential by the Project team;
- information requests or inquiries of third parties interested in the Construction Project;
- information, information requests, statements of qualifications, and proposals submitted by potential teams for the Project;
- all evaluation materials which I have reviewed or that are in my firm’s possession;
- information regarding project cost estimates, proposal prices, project development plans, or financing plans;
- respondent/proposer qualifications and schedules; and
- any other information that may be considered sensitive to which I and my firm have access.

I shall not divulge Confidential Information regarding the Project without the KDOT Project Manager’s consent. Internal Confidential Information exchange may be conducted as necessary and appropriate to complete the tasks assigned under this Agreement; however, such exchange is limited to individuals who have executed a Confidentiality and Conflict of Interest Agreement or are subject to other confidential requirements (e.g., FHWA staff).

If I am contacted by any member of the public, by the media, or by any representative of the potential consulting firms or construction companies that may be considered for the Project with a request for Confidential Information, I will promptly forward such request to the KDOT Project Manager.

II. Conflict of Interest

I understand that all employees of KDOT and its consultants have a duty of trust to the citizens of the State and are not permitted to make an improper profit from the exercise of their duties and responsibilities or from information, knowledge or skills obtained from the performance of those duties and responsibilities. Employees are expected to avoid even the appearance of a conflict of interest and shall report any apparent conflict of interest on the part of another employee to their supervisor or the KDOT Project Manager.

I acknowledge that conflicts of interest may include, but are not limited to, the below:

- A conflict of interest may exist when employees engage in activities which may financially or otherwise benefit themselves, their relatives, or individuals with whom they are personally or financially involved as a result of knowledge, information, or action taken in an official capacity as employees of KDOT's consultants.
- A conflict of interest may exist where there is no actual benefit to the employee. The mere presence of the opportunity may create the conflict.
- A conflict of interest may arise when an employee engages in an outside activity which, while not necessarily incompatible or inconsistent with official duties, nevertheless is or becomes so extensive that it interferes with the proper and full-time performance of official duties for KDOT. Decisions regarding the existence of a conflict and its remedy are to be made by the KDOT Division of Engineering in consultation with the KDOT Office of Chief Counsel.

Appearance of Conflict of Interest: I will make every reasonable effort to avoid even the appearance of a conflict of interest.

I acknowledge that:

- An appearance of conflict exists when a reasonable person would conclude from the circumstances that the employee's ability to protect the public interest or perform public duties is compromised by personal interests.
- An appearance of conflict could exist even in the absence of a legal conflict of interest.

Impartiality: I agree to disqualify myself from participation in any aspect of the Project in which my impartiality might reasonably be questioned due to my personal or financial relationships with participants in the Project.

Financial or Other Benefit Prohibited: I will not directly or indirectly ask, accept, demand, solicit, seek or receive a financial or other benefit for myself or for others in return for being influenced in the discharge of my official responsibilities. I acknowledge that I may have access to privileged or Confidential Information through my knowledge of official plans and programs which may be of significant interest to the public. This includes information acquired as a part of official duties and responsibilities, information acquired by interaction with fellow employees and information acquired by access to KDOT facilities and operations.

No Financial or Other Benefit for Information: I will not use confidential or privileged information in any manner which would result in financial or other benefit, directly or indirectly for myself, my relatives, or individuals with whom I am personally or financially involved.

I will inform the KDOT Project Manager and offer to recuse myself from any involvement in the selection, award and/or administration of a contract in relation to the Project when I am aware that an actual or apparent conflict of interest exists. I understand that KDOT may determine that such actual or apparent conflict of interest can be appropriately managed and may choose to allow my participation in the Project.

I have disclosed any potential conflicts of interest on the attached Disclosure Statement, or alternatively, I hereby certify that to the best of my knowledge, I do not have a conflict of interest, either

real or apparent, as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, nor of my employer, nor of any prior employer in the past 24 months, partner(s), or joint venturers, in any firm under consideration for an agreement associated with the Project. I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances and rules governing or applicable to KDOT or may otherwise be a violation of the law, including, without limitation, the provisions of the State of Kansas Conflict of Interest statute, K.S.A. § 46 Article 2.

No Disclosure Statement Form Required See Attached Disclosure Statement

Confirmation with respect to Prior employment by KDOT:

I confirm the following (check the one that is applicable):

- I have never been an employee of KDOT;
- I was previously an employee of KDOT but was never involved in the direct negotiation, administration, or management of a contract in which the Consultant was either the primary consultant or sub-consultant;
- I was previously an employee of KDOT and was involved in the direct negotiation, administration, or management of a contract in which the Consultant was either the primary consultant or sub-consultant, but my employment with KDOT ended more than 24 months before I started work on the Project for the Consultant.

Signed: _____

Date: _____

Printed Name: _____



DISCLOSURE STATEMENT

This Disclosure Statement outlines potential conflicts of interest (either real or apparent) as a result of a direct or indirect financial interest on my part or that of any member of my immediate family, or of my employer, partner(s), or joint venturers, in any firm under consideration for an agreement associated with the Project.

Section I of this Disclosure Statement describes the potential conflicts of interest. Section II of this Disclosure Statement describes the management plan for dealing with the potential conflicts of interests as described in Section I of this form.

I acknowledge that KDOT may require revisions to the management plan described in Section II of this form prior to approving it and that KDOT has the right, in its sole discretion, to limit or prohibit my involvement in the Project as a result of the potential conflicts of interest described in Section I of this form.

SECTION I – DESCRIPTION OF POTENTIAL CONFLICTS OF INTEREST

SECTION II – MANAGEMENT PLAN FOR DEALING WITH POTENTIAL CONFLICTS OF INTEREST

Signed: _____

Date: _____

Printed Name: _____

Approved by the Kansas Department of Transportation:

Signed: _____

Date: _____

Printed Name: _____

Title: _____