Vendor Assurance of No Conflict of Interest or Detrimental Effect:

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;

2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;

3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm’s ability to carry out its obligations under any existing contracts between the Firm and the State;

4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this solicitation;

5. During the negotiation and execution of any contract resulting from this solicitation, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

6. In fulfilling obligations under each of its State contracts, including any contract which results from this solicitation, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence
said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this solicitation should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

(Rev. 11-1-16)

**Sexual Harassment Prevention:**

The Firm offering to provide services pursuant to this solicitation, as a Consultant, joint venture consultant, subconsultant, or subcontractor, attests that its performance of the services outlined in this solicitation has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets department of labor’s model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each firm and each person signing on behalf of any firm certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of section two hundred one -g of the labor law.

(Rev. 12/27/18)

Contract/Solicitation Number (D# or C#): _____________________

Firm Name: __________________________________________

Name (Print): ________________________________________

Title: _______________________________________________

Signature: ___________________________________________

Date: _______________________________________________

This form must be signed by an authorized executive or legal representative.