

The Offerer proposing to provide services pursuant to this RFP/Contract, as a contractor, joint venture contractor, subcontractor or consultant, attests that its performance of the services outlined in this RFP/Contract does not and will not create a conflict of interest with nor position the Applicant to breach any other contract currently in force with the State of New York.

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

- The fulfillment of obligations by the Applicant, as proposed in the response, does not violate any existing contracts or agreements between the Applicant and the State;
- The fulfillment of obligations by the Applicant, 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 Applicant has with regard to any existing contracts or agreements between the Applicant and the State;
- The fulfillment of obligations by the Applicant, as proposed in the response, does not and will not compromise the Applicant's ability to carry out its obligations under any existing contracts between the Applicant and the State;
- The fulfillment of any other contractual obligations that the Applicant has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFA;
- During the negotiation and execution of any contract resulting from this RFA, the Applicant 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;
- In fulfilling obligations under each of its State contracts, including any contract which results from this RFA, the Applicant 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;
- No former officer or employee of the State who is now employed by the Applicant, nor any former officer or employee of the Applicant 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
- The Applicant 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.

Applicants responding to this RFP/Contract should note that the State recognizes that conflicts may occur in the future because an Applicant 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.

Name : _____ and Title:

Signature: _____ Date:

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