

### **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The individual or entity offering to provide services pursuant to this solicitation, attests that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the individual or entity to breach any other contract currently in force with the State of New York.

Furthermore, the individual or entity attests that it will not act in any manner that is detrimental to any State project on which the individual or entity is rendering services.

**Specifically, the individual or entity attests that:**

1. Its fulfillment of obligations, as outlined in its proposal, does not violate any existing contracts or agreements between the individual or entity and the State;
2. Its fulfillment of obligations, as outlined in its proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the individual or entity has with regard to any existing contracts or agreements between the Firm and the State;
3. Its fulfillment of obligations, as outlined in its proposal, does not and will not compromise the individual or entity's ability to carry out its obligations under any existing contracts between it and the State;
4. Its fulfillment of any other contractual obligations it 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 individual or entity 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 individual or entity 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 individual or entity, nor any former officer or employee of individual or entity 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 individual or entity 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.

The individual or entity shall disclose below any existing or contemplated relationship with any other person or entity, including any known relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the proposer or former officers and employees of NYSERDA, in connection with proposer's rendering services as proposed. If a conflict does or might exist, please describe how you would eliminate or prevent it. Indicate what procedures will be followed to detect, notify NYSERDA of, and resolve any such conflicts.

The individual or entity must disclose whether it, or to the best of its knowledge, any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Individuals or entities responding to this solicitation should note that the State recognizes that conflicts may occur in the future because an individual or entity 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.

☐ No Disclosure Statement Form Required      ☐ See Attached Disclosure Statement

## **DISCLOSURE STATEMENT**

This Disclosure Statement is provided with respect to my proposal and sets forth potential conflicts of interest, either real or perceived, for myself or any member of my immediate family, partner(s), or joint venture, with the firms that have responded to this solicitation.

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.

### SECTION I – DESCRIPTION OF POTENTIAL CONFLICTS OF INTEREST

### SECTION II – REMEDY FOR DEALING WITH POTENTIAL CONFLICTS OF INTEREST

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_