



Corrections and Community Supervision

KATHY HOCHUL
Governor

ANTHONY J. ANNUCCI
Acting Commissioner

ATTACHMENT 4 Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

As such, the CONTRACTOR will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated Contractor, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Contractor or their Affiliates, in connection with your rendering services enumerated in this Contract. 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 the Agencies of, and resolve any such conflicts.

In addition, the Contractor must disclose whether it, or 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.

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

1. The fulfillment of obligations by the CONTRACTOR, as proposed in the response, does not violate any existing contracts or agreements between the CONTRACTOR and the State;
2. The fulfillment of obligations by the CONTRACTOR, 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 CONTRACTOR has with regard to any existing contracts or agreements between the CONTRACTOR and the State;
3. The fulfillment of the obligations by the CONTRACTOR, as proposed in the response, does not and will not compromise the CONTRACTOR's ability to carry out its obligations under any existing contracts between the CONTRACTOR and the State;
4. The fulfillment of any other contractual obligations that the CONTRACTOR has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation and execution of any contract resulting from this Contract, the CONTRACTOR 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 Contract, the CONTRACTOR 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 recourses from one State project to another;

7. No former officer or employee of the State who is now employed by the CONTRACTOR, nor any former officer or employee of the CONTRACTOR 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 CONTRACTOR 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.

CONTRACTORS responding to this contract should note that the State recognizes that conflicts may occur in the future because a CONTRACTOR 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: _____

Title: _____

Signature: _____

Date: _____

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