



VERDE ELECTRIC CORP



CERTIFICATION REGARDING DISTRIBUTION OF MTA VENDOR CODE OF ETHICS

Bid/Proposal No.:

A37149

Project Description: MTA C&D Design-Build Services for Accessibility Upgrades at 42nd St-Bryant Park & Fifth Avenue Stations

The prospective lower tier participant Verde Electric Corporation (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to C.A.C. Industries, Inc. [prime contractor] in connection with the MTA bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with MTA employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the MTA Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 5th day of March 2025, 2025.

By

Michael Sweeney

Michael Sweeney, Executive Vice President

Signature of Authorized Official

Name and Title of Authorized Official



AVILA CONSULTANTS



CERTIFICATION REGARDING DISTRIBUTION OF MTA VENDOR CODE OF ETHICS

Bid/Proposal No.: A37149

Project Description: Design-Build Services for Accessibility Upgrades at 42nd St-Bryant Park & Fifth Avenue Stations

The prospective lower tier participant AVILA Consultants, Inc. (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to C.A.C. Industries, Inc. [prime contractor] in connection with the MTA bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with MTA employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the MTA Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 20th day of March, 2025.

By *Lucyna Pelc-Maj* Signature of Authorized Official

AVILA Consultants, Inc. Name and Title of Authorized Official



PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT REGARDING MTA VENDOR CODE OF ETHICS

Company: Avila Consultants, Inc.

Bid/Proposal No.: A37149

I, Lucyna Pelc-Maj, acknowledge that I have received and read the Metropolitan Transportation Authority's Vendor Code of Ethics on 03/20/2025 and that I understand it and will comply with this Code in my participation in procurements between C.A.C. Industries, Inc. (Vendor name) and the MTA.

Executed this 20th day of March, 2025.

By Lucyna Pelc-Maj Signature of Employee

Lucyna Pelc-Maj, President Name and Title of Employee



IVY ENGINEERING

Exit
Bryant Park
42 Street &
6 Avenue

Downtown &
Brooklyn





CERTIFICATION REGARDING DISTRIBUTION OF MTA VENDOR CODE OF ETHICS

Bid/Proposal No.:

A37149

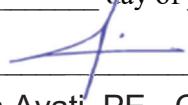
Project Description:

DESIGN-BUILD SERVICES FOR ACCESSIBILITY UPGRADES AT 42ND ST-BRYANT PARK & FIFTH AVENUE STATIONS

The prospective lower tier participant IVY Engineering Group PLLC (subcontractor, subconsultant, or supplier name) hereby certifies, by submission of this bid or proposal to C.A.C. Industries, Inc. [prime contractor] in connection with the MTA bid or proposal number referenced above, to the best of its knowledge and belief, that all officers and personnel who have communicated or may communicate with MTA employees during the course of the procurement and through the completion of performance of the contract have been provided with a copy of the MTA Vendor Code of Ethics prior to each of these employee's participating in the procurement.

Executed this 24 day of February, 2025.

By


Samira Ayati, PE - CEO and President

Signature of Authorized Official

Name and Title of Authorized Official



**PARTICIPATING EMPLOYEE ACKNOWLEDGEMENT
REGARDING MTA VENDOR CODE OF ETHICS**

Company: IVY Engineering Group PLLC

Bid/Proposal No.: A37149

I, Samira Ayati, acknowledge that I have received and read the Metropolitan Transportation Authority's Vendor Code of Ethics on 02/24/2025 and that I understand it and will comply with this Code in my participation in procurements between IVY Engineering Group PLLC (Vendor name) and the MTA.

Executed this 24 day of February, 2025.

By _____ Signature of Employee

Samira Ayati, PE - CEO and President Name and Title of Employee

SCHEDULE M

5 Av-
Bryant
Park

• P4A •

• P4B •

Vendor Assurance of
No Conflict of Interest
or Detrimental Effect



C.A.C. INDUSTRIES, INC.

A. Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Contract No. A37149 as a contractor, joint venture contractor, subcontractor, or consultant, 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 MTA or the State of New York. In this document, the term "State" shall mean the MTA and the state of New York.

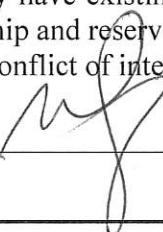
Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

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 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.

9. No appointed or elected official, member or other officer or employee of the city of New York, or of the State, or MTA or its subsidiaries or affiliates: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/contract.
10. Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
11. In the event Contractor has no prior knowledge of a conflict of interest as set forth in paragraphs 9 or 10 above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer, the Procurement Point of Contact for the contract and the MTA project manager. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer or the MTA project manager in regard to remedying the situation.

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.

Signature: _____ 

Name: Michael A. Capasso

Company Name: C.A.C. Industries, Inc.

Title: President

Date: 03/05/2025

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

B. Statement of Non-Collusion as Required by Section 2878 of the Public Authorities Law

If for any reason the following statement is not accurate and complete as of the time this form is signed, the bidder or proposer must identify the provision and explain the reason in detail on a separate sheet.

Please check this box if a separate sheet is attached:

Absent such an attached explanation, the bidder or proposer certifies that the following statements are complete and accurate. If at any time the bidder or proposer becomes aware that a representation in this Schedule is no longer complete and accurate, the bidder or proposer shall promptly inform the Chief Procurement Officer, the Procurement Point of Contact for the contract identified above, and the MTA project manager for the contract.

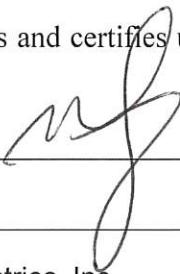
In the following statement, the term bidder includes both bidders and proposers and the term bid includes both bids and proposals.

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1)(a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.



The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

The bidder or proposer affirms and certifies under penalty of perjury that the statement above is true.

Signature: 

Name: Michael A. Capasso

Company Name: C.A.C. Industries, Inc.

Title: President

Date: 03/05/2025

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



AECOM USA, INC.

Exit Bryant Park
42 Street &
6 Avenue

Downtown &
Brooklyn

B D
F M

A. Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Contract No. A37149 as a contractor, joint venture contractor, subcontractor, or consultant, 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 MTA or the State of New York. In this document, the term "State" shall mean the MTA and 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:

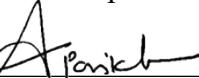
1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception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

9. No appointed or elected official, member or other officer or employee of the city of New York, or of the State, or MTA or its subsidiaries or affiliates: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/contract.
10. Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
11. In the event Contractor has no prior knowledge of a conflict of interest as set forth in paragraphs 9 or 10 above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer, the Procurement Point of Contact for the contract and the MTA project manager. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer or the MTA project manager in regard to remedying the situation.

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.

Signature: 

Name: Anil Parikh, PE

Company Name: AECOM USA, Inc.

Title: Vice President

Date: 3/12/2025

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

B. Statement of Non-Collusion as Required by Section 2878 of the Public Authorities Law

If for any reason the following statement is not accurate and complete as of the time this form is signed, the bidder or proposer must identify the provision and explain the reason in detail on a separate sheet.

Please check this box if a separate sheet is attached:

Absent such an attached explanation, the bidder or proposer certifies that the following statements are complete and accurate. If at any time the bidder or proposer becomes aware that a representation in this Schedule is no longer complete and accurate, the bidder or proposer shall promptly inform the Chief Procurement Officer, the Procurement Point of Contact for the contract identified above, and the MTA project manager for the contract.

In the following statement, the term bidder includes both bidders and proposers and the term bid includes both bids and proposals.

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1)(a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

The bidder or proposer affirms and certifies under penalty of perjury that the statement above is true.

Signature: 

Name: **Anil Parikh, PE**

Company Name: **AECOM USA, Inc.**

Title: **Vice President**

Date: **3/12/2025**

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

MID-AMERICAN ELEVATOR

Exit Bryant Park
42 Street &
6 Avenue

Downtown &
Brooklyn

B D
F M



A. Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Contract No. A37149 as a contractor, joint venture contractor, subcontractor, or consultant, 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 MTA or the State of New York. In this document, the term "State" shall mean the MTA and 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 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.

9. No appointed or elected official, member or other officer or employee of the city of New York, or of the State, or MTA or its subsidiaries or affiliates: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/contract.
10. Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
11. In the event Contractor has no prior knowledge of a conflict of interest as set forth in paragraphs 9 or 10 above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer, the Procurement Point of Contact for the contract and the MTA project manager. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer or the MTA project manager in regard to remedying the situation.

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.

Signature: Michael Cullen Bailey Digitally signed by Michael Cullen Bailey
Date: 2025.02.17 11:54:43 -06'00'

Name: M. Cullen Bailey

Company Name: Mid-American Elevator Co., Inc.

Title: President

Date: 02/17/2025

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

B. Statement of Non-Collusion as Required by Section 2878 of the Public Authorities Law

If for any reason the following statement is not accurate and complete as of the time this form is signed, the bidder or proposer must identify the provision and explain the reason in detail on a separate sheet.

Please check this box if a separate sheet is attached:

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- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1)(a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

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The bidder or proposer affirms and certifies under penalty of perjury that the statement above is true.

Signature: Michael Cullen Bailey Digitally signed by Michael Cullen Bailey
Date: 2025.02.17 11:54:53 -06'00'

Name: M. Cullen Bailey

Company Name: Mid-American Elevator Co., Inc.

Title: President

Date: 02/17/2025

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

A photograph of a subway station platform. In the foreground, two workers wearing hard hats and safety vests stand near a white metal barrier. One worker is looking at a phone. In the background, there's a large green circular graphic. Above the workers, a red sign says "Exit" and "Bryant Park 42 Street & 6 Avenue". To the right, a green sign says "Downtown & Brooklyn" with symbols for B, D, F, and M trains. A yellow arrow points down. The platform has grey tiled walls and a white ceiling with pipes.

MODERN ELEVATOR INSTALLATIONS



A. Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Contract No.A37149 as a contractor, joint venture contractor, subcontractor, or consultant, 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 MTA or the State of New York. In this document, the term "State" shall mean the MTA and the state of New York.

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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 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
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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.

9. No appointed or elected official, member or other officer or employee of the city of New York, or of the State, or MTA or its subsidiaries or affiliates: i) is interested, directly or indirectly, in any manner whatsoever in or in the performance of the contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof; or ii) has been or will be offered or given any tangible or intangible consideration in connection with this bid/proposal/contract.
10. Contractor covenants that neither Contractor nor, to the best of Contractor's knowledge after diligent inquiry, any director, officer, owner or employee of Contractor or any person or entity with a 10% or more interest in Contractor has any interest nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the faithful performance of the Contract hereunder.
11. In the event Contractor has no prior knowledge of a conflict of interest as set forth in paragraphs 9 or 10 above and hereafter acquires information which indicates that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Authority's Chief Procurement Officer, the Procurement Point of Contact for the contract and the MTA project manager. Contractor shall thereafter cooperate with the Authority's review and investigation of such information, and comply with any instructions it receives from the Chief Procurement Officer or the MTA project manager in regard to remedying the situation.

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.

Signature:

Name:

Nikki Brown

Company Name:

Modern Elevator Installations Incorporated

Title:

VP, Administration

Date:

February 21, 2025

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



B. Statement of Non-Collusion as Required by Section 2878 of the Public Authorities Law

If for any reason the following statement is not accurate and complete as of the time this form is signed, the bidder or proposer must identify the provision and explain the reason in detail on a separate sheet.

Please check this box if a separate sheet is attached:

Absent such an attached explanation, the bidder or proposer certifies that the following statements are complete and accurate. If at any time the bidder or proposer becomes aware that a representation in this Schedule is no longer complete and accurate, the bidder or proposer shall promptly inform the Chief Procurement Officer, the Procurement Point of Contact for the contract identified above, and the MTA project manager for the contract.

In the following statement, the term bidder includes both bidders and proposers and the term bid includes both bids and proposals.

- (1) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
 - i. The prices in this bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
- (2) A bid shall not be considered for award nor shall any award be made where (1)(a), (b), and (c) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1) (a), (b), and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Chief Procurement Officer of the Authority, or designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph 1(a) herein.

The bidder or proposer affirms and certifies under penalty of perjury that the statement above is true.

Signature:



Name:

Nikki Brown

Company Name:

Modern Elevator Installations Incorporated

Title:

VP, Administration

Date:

February 21, 2025

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