

PLEASE PRINT ON GRANTEE LETTERHEAD

Grants Administration  
DASNY  
515 Broadway  
Albany, New York 12207

RE: *Higher Education Capital Match Program Competitive Round Grant ("HECap-CR")*  
*Guzman Hall Renovation*  
*Project ID: #24287*

Dear Grants Administration:

Enclosed please find the following documents in connection with the HECap-CR Grant awarded to our organization:

1. Status of Project
2. Updated Budget and Timeline
3. Evidence of Committed Funding Sources
4. Construction Contracts with Appendix B: Standard Clauses for Higher Education Capital Matching Grant Program Contracts tabbed.
5. Exhibit F1: HECap MWBE Utilization Plan and/or Exhibit F2: MWBE Waiver Request
5. Proof of Workers' Compensation Coverage
6. Proof of Disability Benefits Coverage
7. Completed and signed W-9 with correct Legal Organization Name and Tax ID number filled in
8. Evidence of Site Control
9. Articles of Incorporation or Charter
10. Completed Grantee Certification signed by two authorized officers

If any further information is needed or if you have any questions, please give [Grantee Contact Person] a call at ( ) \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Enclosures

## **APPENDIX B**

### **STANDARD CLAUSES FOR HIGHER EDUCATION CAPITAL MATCHING GRANT PROGRAM CONTRACTS**

The parties, the Contractor and the College, to the attached agreement (the “Contract”) acknowledge that the performance of their obligations under the Contract must comply with the requirements of Part U of chapter 63 of the Laws of 2005, as amended, including, by reference, the applicable provisions of Article 9 of the State Finance Law, Article 15-A of the Executive Law and Articles 8, 9 and 10 of the Labor Law. In order to insure such compliance, the Contractor and the College hereby agree to be bound by all such requirements. The following clauses, which are intended to either explain such requirements or to add additional requirements, are hereby made part of the Contract. The numbered clauses which follow are not intended to be a complete listing of the requirements referenced above:

1. **GOVERNING LAW.** The Contract shall be governed by the laws of the State of New York.
2. **APPROVAL BY THE STATE.** In accordance with Part U of Chapter 63 of the Laws of 2005, as amended, the Contract is subject to the approval of the Comptroller of the State of New York, and, as to form, by the Attorney General of the State of New York.
3. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, the Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the College and any attempts to assign the Contract without the College’s written consent are null and void.
4. **RECORDS.** The Contractor and the College shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under the Contract (hereinafter, collectively, “the Records”). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, shall have access to the Records during normal business hours at an office of the Contractor or at the College within the State of New York or, if no such office is available, at a mutually agreeable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
5. **INDEMNIFICATION.** Neither the HECap Board, DASNY, nor the State of New York shall in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify and hold harmless the HECap Board, DASNY, and the State and their respective agents, officers, employees and directors (collectively, the “Indemnitees”) from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by the HECap Board to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the

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**Standard Clauses For Higher Education Capital Matching Grant Contract**

proceeds of which were used to fund the Grant (the “Bonds”) to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

6. **CONFLICTING TERMS.** In the event of a conflict between the terms of the Contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix B, the terms of Appendix A: Standard Clauses for NYS Contracts (attached), shall control.
7. **WAGE AND HOURS PROVISIONS.** In accordance with Part U of Chapter 63 of the Laws of 2005, as amended, the Contractor and the College agree to comply with the requirements of Articles 8, 9 and 10 of the New York State Labor Law. Neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
8. **MINORITY AND WOMEN OWNED BUSINESS REQUIREMENTS.** In accordance with Part U of Chapter 63 of the Laws of 2005, as amended, the Contractor and the College agree to comply with the requirements of Article 15-A of the New York Executive Law.

**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the

Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-



a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the

agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by



any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.



**GRANTEE CERTIFICATION**  
**Mount Saint Mary College**  
Guzman Hall Renovation  
Project ID: #24287

WE HEREBY WARRANT, REPRESENT AND CERTIFY TO DASNY that:

- The Mount Saint Mary College has applied for a Higher Education Capital Match Program Competitive Round Grant (“HECap-CR”) Grant in the amount of \$1,042,414. This Grant will be used for the Guzman Hall Renovation. We understand that the Grant funds may be used only for certain community improvement purposes as set forth in the enabling legislation and that the Grant Disbursement Agreement to be executed in connection with this Grant contains a provision that states that Grant funds may not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. We have been informed that this provision exists to ensure compliance with Federal and State law. Therefore, as Authorized Officers of the Mount Saint Mary College, we hereby certify the following in connection with the project to be financed by the Grant:
  - no religious purpose shall be advanced or promoted by the project or program funded by the Grant;
  - the project or program will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of services or the use of facilities or furnishings assisted in any way by public funds;
  - the project or program shall be open to all without regard to religion; and
  - the Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
    - the project or program is publicly funded;
    - the project or program is open to all, regardless of religious affiliation; and
    - the project or program beneficiaries are not limited to any particular sect or group.
  - the Grantee shall exercise care to make sure the facilities and/or services to be supported in whole or in part by grant proceeds are available and accessible to all members of the public by ensuring project location(s) and/or service areas are in proximity to public transportation; sufficient parking; and by choosing project location(s) and/or service areas that do not restrict use to a certain subset of the population defined by religion;
- We understand that the State of New York, DASNY and other entities that may be involved in the Grant process are relying on the above information in making the determination whether to award a HECap-CR Grant to the Mount Saint Mary College.
- We have the authority to submit this certification on behalf of the Mount Saint Mary College.
- By signing these documents, I certify that I am an authorized officer for the Grantee.

**Please sign and return these documents to DASNY at [HECapRFPCoordinator@dasny.org](mailto:HECapRFPCoordinator@dasny.org). Please return them from the Grantee’s organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee’s designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.**

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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Title

# Mount Saint Mary College Community Engagement and Wellness Center

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*2020 Regional Grants Program*

*Grant #: FY20R7028*

## *Mount Saint Mary College*

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Dr. Jason Norman Adsit  
330 Powell Avenue  
Newburgh, NY 12550

O: 845-569-3100  
M: 845-670-3185

## *Dr. Jason Norman Adsit*

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330 Powell Ave.  
Newburgh, NY 12550

jason.adsit@msmc.edu  
O: 845-569-3202  
M: 845-670-3185

## FollowUp Form

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*Mother Cabrini Health Foundation, Inc.*

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## Grant Agreement (the "Agreement")

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**Organization's Legal Name (the "Grantee")\***

Mount Saint Mary College

**Grant Number**

FY20R7028

**Grant Amount**

\$425,000.00

**Project Name**

Mount Saint Mary College Community Engagement and Wellness Center

**Grant Period Start**

January 1, 2021

**Grant Period End**

December 31, 2021



Mother Cabrini Health Foundation, Inc. (the “Foundation”) has approved a grant (the “Grant”) to the Grantee in the amount set forth above. The Grant may be used solely for the grant purpose described in Section 1 below and in the Grantee’s Grant application, subject to such changes and addenda as requested or required by the Foundation to date (the “Proposal”). The term of the Grant is twelve (12) months, with one (1) interim report (including an interim progress report and an interim expenditure report), and a final report (including a final expenditure report) due on the dates set forth in Sections 11 and 12 hereof.

### **Grant Award Terms**

#### **1. Use of Funds.**

Grantee agrees that it will use Grant funds solely in furtherance of the following purpose (“Grant Purpose”) to support the charitable program and activities detailed in the Proposal:

Grant Purpose:

Provide funding to establish a new Community Engagement and Wellness Center which would offer basic healthcare and other related programs to low-income residents of Newburgh while simultaneously providing students with hands-on real life experience.

Grantee shall use Grant funds only for allowable costs as agreed upon by the Foundation in accordance with the budget attached hereto as Exhibit A and the terms and conditions of this Agreement.

#### **2. Timing of Payment.**

Grantee will receive the full amount of the Grant following the Foundation’s receipt of a counter-signed Agreement.

#### **3. Catholic Tenets and Teachings.**

Grantee agrees to use the Grant funds in compliance with the ethical principles, tenets, and teachings of the Roman Catholic Faith including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops, and other applicable guidelines promulgated by the United States Conference of Catholic Bishops, as directed by the Foundation.

#### **4. Permissible Activities.**

Grantee acknowledges and agrees to the following requirements on the use of Grant funds:

- The Grant will only be used for programs and activities that are within the scope of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).
- No part of the Grant shall be used to supplant existing government funding, although Grant funds may be used to augment services funded by government sources.
- The Grant shall not result in private inurement or personal benefit of any kind.
- No part of the Grant shall be used to fulfill a personal or corporate pledge of financial support.
- No part of the Grant shall be used in exchange for payment for tickets to benefit events, auction items or membership.
- No part of the Grant shall be used to: (i) carry on propaganda, or otherwise to attempt to influence any legislation; or (ii) influence the outcome of any specific election or to participate or intervene in any political campaign on behalf of, or in opposition to, any candidate for public office.

- Grant funds shall be used in accordance with all applicable local, state or federal laws, regulations, rules and ordinances. Without limiting the foregoing, no part of the Grant shall be used for the purpose of influencing any actions or decisions or bribing of any government official, or otherwise in violation of the Foreign Corrupt Practices Act or similar law.

#### **5. Changes to Proposal.**

Grantee agrees to promptly notify the Foundation in writing of any proposed modifications to its Proposal, including as to the purpose, character, or method of operation of the Proposal. Any such changes to the Proposal must be approved in writing by the Foundation prior to their implementation. With regard to budgetary line-items, Grantee must request prior written approval by the Foundation of any proposed reallocation of a budgetary line-item that reduces or increases the line item by 10% or \$10,000, whichever is greater, based on the approved itemized budget provided in Exhibit A hereto.

#### **6. Reimbursement.**

Grantee represents that it has not sought nor has it obtained reimbursement from any source, including any government agency or insurance company, for the amounts for which it is seeking Grant funds hereunder. Grantee further represents that it has not sought nor has it obtained any duplicative funding for the Grant Purpose from any other source, including any individual, foundation, corporation or government agency, for the amounts for which it is seeking Grant funds hereunder. Grantee will promptly notify the Foundation if it receives any such reimbursement or duplicative funding, and agrees that it will either return the applicable Grant funds to the Foundation or redirect an equivalent amount to another charitable purpose pre-approved in writing by the Foundation.

#### **7. Re-Granting**

Grantee shall not re-grant any Grant funds to other organizations without prior written approval of the Foundation. If such written approval has been provided by the Foundation, Grantee agrees to take all necessary steps satisfactory to the Foundation to ensure that the sub-grantee will be subject to the terms and conditions of this Agreement, including the requirements related to adherence with the ethical principles, tenets, and teachings of the Roman Catholic Faith and the Ethical and Religious Directives for Catholic Health Care Services published by the United States Conference of Catholic Bishops.

#### **8. Notice of Key Developments.**

Grantee shall notify the Foundation in a timely manner of changes in key personnel, significant difficulties in making use of the Grant funds in accordance with the Proposal, the inability to expend the Grant funds within the Grant term, or material changes to its overall financial position or solvency. Grantee agrees that it will notify the Foundation immediately of any actual or threatened change in its tax exempt status under Section 501(c)(3) of the Internal Revenue Code (the "Code").

#### **9. Records and Licenses.**

Grantee shall maintain all financial records and all records pertaining to the use of the Grant, including receipts and records of Grant expenditures, and make such records available to the Foundation upon request. Grantee also agrees to maintain documentation of current licensure for all professionally licensed staff, as applicable, and to make such records available to the Foundation upon request.

#### **10. Evaluation.**

Grantee agrees to permit the Foundation and/or its authorized representatives to conduct an evaluation of the Grantee and the progress of the Grant, which may require in-person or virtual site visits by the Foundation's representatives to observe Grantee's program procedures and operations as well as discussions with Grantee's personnel.

**11. Interim Report.**

Using the templates to be provided by the Foundation, Grantee shall submit an interim progress report to the Foundation detailing the progress made in accomplishing the Grant Purpose and an interim expenditure report detailing the expenditure of Grant funds. The interim reports shall be due by August 15, 2021 and cover the period from January 1, 2021 – June 30, 2021. Grantee agrees to provide the Foundation with such additional information concerning the Grant as may be requested by the Foundation.

**12. Final Report.**

Using the template to be provided by the Foundation, Grantee shall submit a final report to the Foundation concerning the Grantee's use of the Grant, along with a final expenditure report for the entire Grant period. The final report, including the final expenditure report, will detail the accomplishments achieved during the entire Grant period, any significant circumstances or problems encountered by the Grantee in administering the Grant, and efforts made to resolve them. The final report, including the final expenditure report, is due by February 15, 2022 and will cover the entire Grant period from January 1, 2021 – December 31, 2021. Grantee agrees to provide the Foundation with such additional information concerning the Grant as may be requested by the Foundation.

**13. Nondiscrimination.**

Grantee shall ensure that no person will, regardless of race, color, religion, national origin, sex, age or disability, be excluded from participation in, be denied benefits of, or be subjected to unlawful discrimination under any program or activity funded by the Foundation.

**14. Compliance with Laws.**

Grantee shall comply with all applicable local, state and Federal laws and regulations during the term of the Grant, as well as the terms and conditions set forth herein.

**15. Publicity.**

Grantee agrees to obtain written approval from the Foundation prior to using or referencing the name or emblem of the Foundation, including issuing any press releases or otherwise making any public statement referring to the Grant or the Foundation or using the Foundation's name, logo or emblem. Any approved publicity regarding the Grant or the Foundation must include an acknowledgement that the project was supported by a "Grant of the Mother Cabrini Health Foundation." Approved public announcements and releases about the Grant must be coordinated with the Foundation. To coordinate any such proposed announcements, please contact [communications@cabrinihealth.org](mailto:communications@cabrinihealth.org).

**16. Recapture of Funds.**

Grantee agrees to comply with the terms and conditions of this Agreement. If Grantee fails to comply with the terms and conditions set forth herein, including by using any portion of the Grant for anything other than the Grant Purpose, or if there is a change in Grantee's organizational structure or financial position which the Foundation determines in its sole discretion impedes Grantee's ability to carry out the Grant Purpose, the Foundation reserves the right to require immediate repayment of any expended or unexpended Grant funds.

**17. Grantee Representations.**

Grantee represents (i) that it is either a domestic public charity as described in section 509(a)(1) or (2) of the Code, a Type I or Type II supporting organization as described in section 509(a)(3) of the Code, or an exempt operating foundation as described in section 4940(d)(2) of the Code; (ii) that it maintains documentation from the Internal Revenue Service demonstrating its tax-exempt status under the Code, which Grantee agrees to provide to the Foundation at the Foundation's request; and (iii) the Grant will not result in private inurement or personal benefit of any kind.

**Other Terms and Conditions**

**18. Additional Support.**

By making this Grant, Grantee acknowledges that (i) the Foundation assumes no obligation to provide any other or additional support to Grantee, and (ii) this Grant does not establish, nor shall it be construed as establishing, a precedent for any future support of Grantee.

**19. No Agency or Other Relationship.**

This Agreement does not create, nor shall it be construed as creating, an agency, partnership, employment relationship, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and Grantee shall not make any such representation to anyone. Neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

**20. Indemnification.**

Grantee agrees to indemnify and hold harmless the Foundation, its officers, directors, members, agents, representatives, employees, volunteers and its invitees with respect to all damages, liabilities, costs, claims and causes of action (including without limitation, all expenses and settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions), arising from or in connection with the Grant, including, but not limited to, the breach by Grantee of any of its obligations and responsibilities under this Agreement, the failure to comply with any applicable law, regulation, rule or ordinance, or the use by Grantee or any other individual or entity of any services, materials, supplies, equipment or technology provided by, through or in connection with the Grant.

The Foundation shall have no liability whatsoever for the acts, omissions to act, or negligence of Grantee, its agents, representatives, or employees, or any other individual or entity in connection with the Grant. This indemnification/hold harmless clause must be included in all re-grants or subcontracts entered into to fulfill the purposes of the Grant in accordance with the terms of this Agreement.

**21. Applicable Law.**

This Grant Agreement will be construed and governed by the laws of the State of New York.

**22. Amendments.**

This Agreement may be modified only by written agreement of the Foundation and Grantee.

**23. Arbitration.**

If the parties are unable to resolve any disputes, controversies, or claims arising out of or relating to this Agreement, such disputes, controversies, or claims shall be settled by binding arbitration according to the rules of JAMS. Such arbitration shall take place in a location selected by the Foundation. All parties shall have the right to discovery and the arbitrators shall be selected pursuant to the rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration.

**24. Notice.**

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (i) when delivered personally; (ii) when sent by email, with email confirmation of receipt by the receiving party; (iii) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (iv) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address

set forth below (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

**To Foundation:**

Mother Cabrini Health Foundation, Inc.  
777 Third Avenue  
23rd Floor  
New York, NY 10017  
Attn: Chief Programs and Grants Officer  
Email: [grantawardletters@cabrinihealth.org](mailto:grantawardletters@cabrinihealth.org)

**To Grantee:**

Dr. Jason Norman Adsit  
Mount Saint Mary College  
845-569-3202  
330 Powell Ave.  
Newburgh, NY 12550 United States

**25. Counterparts.**

This Agreement may be executed in two counterparts, which together shall constitute one and the same instrument.

**26. Entire Agreement.**

This Agreement constitutes the entire agreement and understanding of the Foundation and Grantee and supersedes all prior discussions, agreements and understandings.

**Mother Cabrini Health Foundation, Inc.**



Name: Rev. Msgr. Gregory Mustaciolo  
Title: Chief Executive Officer  
Date: December 10, 2020

**GRANTEE AUTHORIZED SIGNATURE.**

Agreed and Accepted by the following individual who certifies that he or she has the authority to bind and commit the Grantee to the terms and conditions of this Agreement:

**Name\***

Jason N Adsit

**Title\***

President

**Date\***

12/15/2020

## File Attachment Summary

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### *Applicant File Uploads*

*No files were uploaded*