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# **REQUEST FOR APPLICATIONS**

**Nonprofit Infrastructure Capital Investment Program**

**RFA Release Date: October 28, 2015**

**RFA Due Date: December 23, 2015 By 4:00 PM**

**Designated Contact(s)**  
**Agency: Dormitory Authority of the State of New York**  
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## **Nonprofit Infrastructure Capital Investment Program** **Grants Gateway # PBC01-NICIP-2015**

### **Request for Applications**

#### **Timetable of Key Events:**

<u>Event:</u>	<u>Date:</u>
Request for Applications Release	October 28, 2015
Deadline to Submit Questions	November 10, 2015
Answers Posted By	December 2, 2015
Applications Due	December 23, 2015
Award(s) Announced By	February 26, 2016

#### **Eligibility:**

Nonprofit Organizations are eligible to apply for a Nonprofit Infrastructure Capital Investment Program (NICIP) grant if they meet ALL of the following criteria:

- They are registered with Grants Gateway and are Prequalified at the time and date that the application is due. Applicants are strongly encouraged to review their document vaults prior to the application deadline to ensure that their documents are up to date.
- They are a human services organization as further defined in Section 2.11 of this RFA.
- They provide direct services in New York State to individuals and families residing in New York State as further defined in Section 2.11 of this RFA.
- They currently receive funding from New York State in the form of a State contract, State authorized payment, or State payment rate as further defined in Section 2.11 of this RFA.
- They have annual revenue, as reported on line 12 of their most recently filed IRS form 990 as included in their prequalification application, of at least \$100,000.

See Section Two of this RFA for a more detailed description of eligibility criteria.

#### **Inquiries:**

All inquiries regarding this RFA should be directed to the RFA Coordinator at the Dormitory Authority of the State of New York (DASNY) at the following email address: NICIP@DASNY.org. No other State employee is authorized to provide information regarding this RFA between the date of its release and the application due date.

#### **Prequalification:**

All Applicants must be registered with Grants Gateway and be Prequalified at the time and date that the application is due. If you are not Prequalified at that time and date, your application will not be considered. For more information about Grants Gateway and Prequalification, please visit the Grants Gateway website (<http://www.grantsreform.ny.gov/Grantees>) or contact the Grants Reform Team at: [grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov). The Grants Reform help desk/hotline can be reached at (518) 474-5595.

**PLEASE DO NOT DELAY IN BEGINNING AND COMPLETING THE PREQUALIFICATION PROCESS. THE STATE RESERVES 5 DAYS TO REVIEW SUBMITTED PREQUALIFICATION APPLICATIONS. PREQUALIFICATION APPLICATIONS SUBMITTED TO THE STATE FOR REVIEW LESS THAN 5 DAYS PRIOR TO THE RFA DUE DATE AND TIME MAY NOT BE CONSIDERED. APPLICANTS SHOULD NOT ASSUME THAT THEIR PREQUALIFICATION INFORMATION WILL BE REVIEWED IF THEY DO NOT ADHERE TO THIS TIMEFRAME.**

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## **NOTE: PREQUALIFICATION REQUIREMENT**

Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require nonprofits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the [Grants Reform Website](#).

***Applications received from nonprofit Applicants that are not Prequalified in the Grants Gateway on the application due date and time listed at the beginning of the RFA cannot be evaluated. All Applicants must be Prequalified in the Grants Gateway at the time and date the application is due. If you are not Prequalified at that time and date, your application will not be considered. Applicants are strongly encouraged to keep their document vaults updated to ensure that they maintain Prequalified status. For more information about Grants Gateway and Prequalification, please visit the Grants Gateway website (<http://www.grantsreform.ny.gov/Grantees>) or contact the Grants Reform Team at: [grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov)) The Grants Reform help desk/hotline can be reached at (518) 474-5595.***

If you are already Prequalified, please check the status of your document vault to ensure that none of your documents expire prior to the application due date. Expired documents will lead to the loss of Prequalification status. Please do not delay in beginning and completing the prequalification process. The State reserves 5 days to review submitted Prequalification applications. Prequalification applications submitted to the State for review less than 5 days prior to the RFA due date and time may not be considered. Applicants should not assume that their Prequalification information will be reviewed if they do not adhere to this timeframe.

Detailed information about Grants Gateway and Prequalification is available in Section 2.12, Contract Readiness, of this RFA.

## **Section One: INTRODUCTION**

### **1.10 Background**

The \$50 million Nonprofit Infrastructure Capital Investment Program (NICIP) -- included in the 2015-16 Enacted Budget -- was created to support the work of the State's nonprofit partners. Nonprofit organizations provide critical services to millions of New Yorkers each year on behalf of the State and local governments. Using nonprofit organizations to provide these services results in a cost-effective delivery system that helps meet the needs of New Yorkers, including many of the State's most vulnerable populations. Many of the services that nonprofits provide on behalf of the State result in long-term cost avoidance and savings by intervening to help avoid crisis situations.

### **1.20 Purpose of Funding**

The Nonprofit Infrastructure Capital Investment Program will make targeted investments throughout the State in capital projects that will improve or maintain the quality, efficiency, accessibility, and reach of nonprofit human services organizations that provide direct services to New Yorkers through State contracts, State-authorized payments, and/or State payment rates.

See Section 2.11, Eligible Entities, for more information about State contracts, State-authorized payments, and State payment rates.

### **1.30 Available Funding and Funding Levels**

A total of \$50 million is available for NICIP; of that total amount, \$30 million will be reserved for projects that involve construction (renovations or expansions of program space, accessibility renovations, or energy efficiency modifications); and \$10 million will be reserved for projects related to technology. The remaining \$10 million of the available funding will be placed into a Base Pool that will be used to fund projects from either category. The total number of grants awarded will depend upon the number of

applications received at each Maximum Total Funding per Grant Funding Level and the score awarded to each application based upon responsiveness to the criteria set for in this RFA. Projects must have at least a minimum average score of 70 out of 100 points in order to be funded.

Once the highest scoring applications at each Grant Funding Level have been awarded (without exceeding the Maximum Total Funding for that Grant Funding Level) any residual funds remaining at each Grant Funding Level shall be added to the Base Pool and used to make additional NICIP awards (the "Base Pool").

The Nonprofit Infrastructure Capital Investment Program will be administered by the Dormitory Authority of the State of New York (DASNY).

The amount of funding available to Applicants depends on the Applicant's annual revenue, as reported on line 12 of their most recently filed IRS form 990 as included in their prequalification application, and the type of project they are proposing. Grants will range in size from a minimum of \$50,000 for the smaller nonprofit human services organizations to a maximum of \$1 million for the larger nonprofit human services organizations.

See below for more details about funding amounts by category and size of the organization. In addition to the parameters outlined below, the amount of funding requested cannot exceed 50 percent of a nonprofit organization's annual revenue as reported on line 12 of its most recently filed IRS form 990 as included in its prequalification application.

**Grant Allocation Table**

CATEGORY	CATEGORY ALLOCATION	LEVELS OF NONPROFIT SIZE (based on annual revenue reported in the most recently filed IRS form 990)	GRANT FUNDING LEVEL	MAXIMUM TOTAL FUNDING PER GRANT FUNDING LEVEL	MAXIMUM NUMBER OF GRANTS
<b>Construction</b>	\$30 million	Level C1: \$100,000 - \$2 million	\$50,000 - \$250,000	\$8 million	160
		Level C2: More than \$2 million - \$5 million	\$100,000 - \$500,000	\$10 million	100
		Level C3: More than \$5 million	\$150,000 - \$1 million	\$12 million	80
<b>Technology</b>	\$10 million	Level T1: \$100,000 - \$2 million	\$50,000 - \$100,000	\$2.5 million	50
		Level T2: More than \$2 million - \$5 million	\$50,000 - \$250,000	\$2.5 million	50
		Level T3: More than \$5 million	\$100,000 - \$1 million	\$5 million	50
<b>Base Pool</b>	\$10 million	Level 1: \$100,000 - \$2 million	Depends on type of project (same as above)	\$10 million	200
		Level 2: More than \$2 million - \$5 million			
		Level 3: More than \$5 million			

Applications will be scored on a scale of 0 to 100, and must receive a minimum average score of 70 out of 100 in order to be funded. The applications with the highest scores at each Grant Funding Level will be awarded a NICIP grant, up to the Maximum Total Funding per Grant Funding Level.

Once the highest scoring applications at each Grant Funding Level have been awarded (without exceeding the Maximum Total Funding for that Grant Funding Level) any residual funds remaining at each Grant Funding Level shall be added to the Base Pool and used to make additional NICIP awards (the "Base Pool"). Grants from the Base Pool shall be awarded to those applications receiving the next highest scores across all Grant Funding Levels; provided, however, a grant may be awarded to an Applicant from an underrepresented geographic region so long as the Applicant receives a minimum average score of 70 out of 100, in order to achieve regional diversity across the State.

The enabling statute requires that funding is made available throughout the State. For purposes of this grant program, regional boundaries are coterminous with the Regional Economic Development Council regions (available here: <http://regionalcouncils.ny.gov/map>). In order to achieve the statewide distribution of funding, no more than 40% of the funding will be allocated to any one region of the State. Please note that the 40% figure applies to both the construction and technology categories, as well as awards made out of the Base Pool. That is, both by individual category and in the aggregate, no one region of the State may exceed 40% of the available funding. If a single region of the State has been allocated 40% of funding in any category based on straight scoring, remaining funding will be awarded to the next top-scoring Applicant from another region of the State, so long as each Applicant has received a minimum average score of 70 out of 100.

#### **1.40 Term of Grant Disbursement Agreement (GDA)**

The GDA between the Grantee and DASNY will terminate three years from the date of DASNY's execution of the GDA unless DASNY, in its sole discretion, chooses to extend the term of the GDA.

### **Section Two: APPLICATION REQUIREMENTS**

#### **2.10 Eligibility**

##### **2.11 Eligible Entities**

Organizations are eligible to apply for a NICIP grant if they meet ALL of the following criteria:

- They are registered with Grants Gateway and are Prequalified at the time and date that the application is due. Applicants are strongly encouraged to review their document vaults prior to the application deadline to ensure that their documents are up to date.
- They are a human services organization as further defined below.
- They provide direct services in New York State to individuals and families residing in New York State as further defined below.
- They currently receive funding from New York State in the form of a State contract, State authorized payment, or State payment rate as further defined below.
- They have annual revenue, as reported on line 12 of their most recently filed IRS form 990 as included in their prequalification application, of at least \$100,000.

For purposes of NICIP:

- "Human services organization" shall mean a nonprofit organization that provides programs and services in New York State that protect the health and well-being of individuals and families residing in New York State.
- "Direct services" shall mean prevention, intervention, and/or habilitative services that a nonprofit organization provides directly to a consumer or group of consumers.

- “State contract” shall mean the nonprofit entity currently has a contract or grant contract with one or more State agencies for the purposes of providing direct services to a consumer or group of consumers. For purposes of this RFA, this means the nonprofit entity had a contract that began, ended or spanned the 2015-16 State fiscal year (April 1, 2015 – March 31, 2016).
- “State-authorized payment” shall refer to those payments of funds that are not State funds but which are distributed or disbursed upon a New York State agency’s approval or by another governmental unit within New York State upon such approval, including but not limited to the federal and county portions of Medicaid program payments approved by the State agency. For purposes of this RFA, this means the nonprofit entity had received such payments during the 2015-16 State fiscal year (April 1, 2015 – March 31, 2016).
- “State payment rate” shall mean payments from the State or other governmental entity to a nonprofit organization based on a fixed or maximum rate of payment that is established or approved by a New York State agency. For purposes of this RFA, this means the nonprofit entity had such a payment rate for services provided during the 2015-16 State fiscal year (April 1, 2015 – March 31, 2016).

For the purposes of this RFA the following organizations are deemed not to be human services organizations offering direct services and are not eligible to apply for a NICIP grant:

- Colleges and universities
- Elementary and secondary schools
- Hospitals and diagnostic and treatment centers authorized under Article 28 of the New York State Public Health Law
- Fire departments
- Libraries
- Organizations whose primary function is fundraising
- Organizations whose primary function is lobbying or advocacy
- Organizations whose primary function is volunteer recruitment and placement
- Membership or umbrella organizations
- Organizations that are eligible to receive funding through the Delivery System Reform Incentive Payment Program (DSRIP), the Health Care Efficiency and Affordability Law for New Yorkers (HEAL NY), or the Capital Restructuring Financing Program (CRFP)

## 2.12 Contract Readiness

Prior to submitting an application for funding, Applicants are responsible for various verifications that validate their capacity and organizational authority to receive public funding and operate as a nonprofit corporation in the State of New York, or both. These verifications include Prequalification in the **New York State Grants Gateway System**. Pursuant to the New York State Division of Budget Bulletin H-1032, dated June 7, 2013, New York State has instituted key reform initiatives to the grant contract process which require nonprofits to register in the Grants Gateway and complete the Vendor Prequalification process in order for applications to be evaluated. Information on these initiatives can be found on the Grants Reform Website.

All Applicants must be Prequalified in the Grants Gateway at the time and date that the application is due. Applications received from nonprofit Applicants that have not registered and are not Prequalified in the Grants Gateway by the application due date and time listed at the beginning of the RFA cannot be evaluated. If you are not Prequalified at that time and date, your application will not be considered. **Such applications will be disqualified from further consideration.**

Below is a summary of the steps that must be completed to meet registration and Prequalification requirements. The Vendor Prequalification Manual on the Grants Reform Website details the requirements and an online tutorial is available to further explain the process.

**PLEASE NOTE** that the information in this RFA regarding Prequalification is not intended to be exhaustive, and Applicants should visit the Grants Gateway website (<http://www.grantsreform.ny.gov/Grantees>) or contact the Grants Gateway Team ([grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov)) for more information about Grants Gateway and Prequalification. *The Grants Reform help desk/hotline can be reached at (518) 474-5595.*

**1) Register for the Grants Gateway**

- On the Grants Reform Website, download a copy of the Registration Form for Administrator. A signed, notarized original form must be sent to the NYS Grants Reform Team at the address provided in the instructions. You will be provided with a Username and Password allowing you to access the Grants Gateway.
- If you have previously registered and do not know your Username please email [grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov). If you do not know your Password please click the Forgot Password link from the main log in page and follow the prompts.

**2) Complete your Prequalification Application.**

- Log in to the Grants Gateway. **If this is your first time logging in**, you will be prompted to change your password at the bottom of your Profile page. Enter a new password and click SAVE.
- Click the *Organization(s)* link at the top of the page and complete the required fields including selecting the State agency you have the most grants with. This page should be completed in its entirety before you SAVE. A *Document Vault* link will become available near the top of the page. Click this link to access the main Document Vault page.
- Answer the questions in the *Required Forms* and upload *Required Documents*. This constitutes your Prequalification application. Optional Documents are not required unless specified in this Request for applications.
- Specific questions about the Prequalification process should be referred to your agency representative or to the Grants Reform Team at [grantsreform@its.ny.gov](mailto:grantsreform@its.ny.gov). The Grants Reform help desk/hotline can be reached at (518) 474-5595.

**3) Submit Your Prequalification Application**

- After completing your Prequalification application, click the **Submit Document Vault** link located below the Required Documents Section to submit your Prequalification application for State agency review. Once submitted the status of the Document Vault will change to *In Review*.
- If your Prequalification reviewer has questions or requests changes you will receive email notification from the Gateway system.
- Once your Prequalification application has been approved, you will receive a Gateway notification that you are now Prequalified to do business with New York State.

Once you are Prequalified, please check the status of your document vault on a regular basis to ensure that none of your documents expire prior to the application due date. Expired documents will lead to the loss of Prequalification status.



**Applicants are strongly encouraged to begin the pre-qualification process as soon as possible in order to participate in this grant opportunity.** Please do not delay in beginning and completing the prequalification process. The State reserves 5 days to review submitted Prequalification applications. Prequalification applications submitted to the State for review less than 5 days prior to the RFA due date and time may not be considered. Applicants should not assume that their Prequalification information will be reviewed if they do not adhere to this timeframe.

If you are not yet registered with Grants Gateway, there are many resources available to help you understand how to register and become Prequalified:

- [The NYS Grants Reform Website](#)
- [Prequalify to Apply for New York State Grants](#)
- [New York State Prequalification System for Grants Contract Vendors: A Resource Manual and Users Guide for Not-for-Profit Vendors](#)

The Grants Reform Team offers regular live webinars for anyone who is interested in additional information about Grants Gateway, the Prequalification process, or submitting online applications. Learn more including times and dates for these webinars: <http://grantsreform.ny.gov/training-calendar>. Any additional technical training related to this application will also be posted to the training calendar.

You can also contact the Grants Reform Team for additional assistance:

- Phone: (518) 474-5595
- Email: [GrantsReform@its.ny.gov](mailto:GrantsReform@its.ny.gov)

### **2.13 Eligible Costs**

Consistent with the enabling statute, the NICIP grant will fund capital projects in the following areas:

- Technology upgrades that improve electronic records, data analysis, or confidentiality;
- Renovations or expansions of space used for direct program services;
- Modifications to make spaces more sustainable and energy efficient resulting in overall cost and energy savings; and
- Accessibility renovations.

It is anticipated that all grants pursuant to this program will be funded solely from proceeds of State-supported bonds. These Bonds will constitute “State-supported debt” for purposes of the State Finance Law. The State Finance Law provides that State-supported debt may only be incurred for a “capital work or purpose” which is defined to mean any project involving:

- (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
- (ii) the major repair or renovation of a fixed asset or assets which materially extends its useful life or materially improves or increases its capacity; or
- (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

Therefore, only those expenditures for a project that constitute a “capital work or purpose,” as defined above, with the exception of acquisition of real property, will be eligible to be funded with a grant. If the Bonds are issued on a tax-exempt basis, the use of grant funds must also comply with applicable Federal tax law. DASNY and its bond and tax counsel will make the final determination as to whether or not a project can be funded with bond proceeds. Any expenses must be directly related to the NICIP eligible project.

For purposes of this grant program, acquisition of real property is NOT an eligible cost.

The Nonprofit Infrastructure Capital Investment Program grants may be used to renovate or equip leased real property so long as the term of the lease is for a term extending at least 7 years from the date of application. For grants used for construction to make capital improvements, the useful life of these projects should be at least 7 years. Where grant funds are requested for the purpose of accessibility or energy efficiency projects or other capital improvements, Applicants are strongly encouraged to work with their landlords in order to secure long-term leases. For grants to install or upgrade technology, the useful life of these technology projects should be at least 3 years, and Applicants are strongly encouraged to propose technology projects with a longer useful life, such as integrated systems.

*Examples of **eligible** technology upgrades include:*

- Implementing information management systems (such as the Homeless Management Information System) that would eliminate the use of multiple databases among organizations or that would make a nonprofit's system more compatible with State systems
- Purchase of servers and computers

*Examples of **eligible** renovations or expansions include:*

- Repairing or replacing aging roofs, installing HVAC systems, or addressing structural deficiencies
- Health and safety renovations, such as installing an alarm or sprinkler system, fixing a deteriorating façade, or other code compliance projects

*Examples of **eligible** sustainability/energy efficiency modifications include:*

- Installing energy-efficient windows throughout a residential facility

*Examples of **eligible** accessibility renovations include:*

- Renovating restrooms in a building where direct services are provided in order to make them wheelchair accessible
- Installing wheelchair ramps at a building or site operated by a nonprofit where direct services are provided

## **2.14 Ineligible Costs**

Grant funding cannot be used for costs that are not capital in nature. Ineligible expenses include, but are not limited to:

- Personnel costs;
- Supplies and non-capital equipment;
- Utilities;
- General operating costs;
- Working capital, including pay down of liabilities;
- Loans, including loans into an investment account in connection with a tax credit structure, and other debt obligations, including annual debt service and/or debt retirement;
- Routine training and maintenance costs related to implementation of information technology;
- Lease payments;
- Leased equipment;
- Capital improvements if the lease for the leased real property is shorter than the probable useful life of the capital improvement; and
- Other non-capital costs as determined by DASNY and DASNY's bond and tax counsel.

For purposes of this grant program, the acquisition of real property is an ineligible cost.

Please be advised that software and licenses generally are not eligible for funding unless they are part of a new IT system with customized software. Even then, in certain instances, only partial funding may be available.

Grant funding must not provide more than a tangential benefit to a non-Applicant entity. For example, if a nonprofit organization shares a building with other businesses or organizations, the nonprofit organization cannot apply to replace the roof of the entire building.

Grant funding cannot be used for repairs or upgrades to publicly-owned buildings.

*Examples of **ineligible** technology upgrades include:*

- Purchasing software to assist with payroll or human resources

*Examples of **ineligible** renovations or expansions include:*

- Purchasing new furniture for employee offices
- Painting the interior or exterior of a building (Note: Some of these expenses could be allowable in the context of a larger renovation. For example, if client meeting space were renovated or expanded, it could be painted as part of that larger renovation or expansion project.)

*Examples of **ineligible** sustainability/energy efficiency modifications include:*

- Installing solar panels at a location that is used only for administrative purposes and is not used to provide direct services
- Purchasing energy efficient lighting

*Examples of **ineligible** accessibility renovations include:*

- Ongoing or routine maintenance of existing accessibility components of a facility

## **2.15 Site Control**

The Nonprofit Infrastructure Capital Investment Program grants may be used to renovate or equip owned or leased real property so long as it is owned by the nonprofit organization or the term of the nonprofit organization's lease extends at least 7 years from the date of application.

Site control is required to prove that the Applicant has sufficient authorization and control to undertake the project at the project location. In order to determine that the Applicant owns, leases, or otherwise has control over the site or sites where the project will be located, Applicants will be asked to provide a copy of the deed, lease, or other indicia of site control. If you own the property, you will need to provide the deed. If the project will be undertaken on leased real property, you will need to provide the lease. If the NICIP project will be located on leased real property, the term of the lease must extend at least 7 years from the date of your application is submitted and the Applicant must have the support of the property owner for any capital improvement.

The Applicant must be able to demonstrate site control of all properties included in an application. If an application includes multiple leased properties, the Applicant must show that the terms for all leases extend at least 7 years from the date of application and the useful life of the improvements, renovations, expansions, or assets is at least 7 years.

## **2.16 Equipment Inventory Tracking**

If the project includes removable equipment or furnishings including but not limited to, computer hardware, the GDA will require awardees to develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.

## **2.17 Geographic Eligibility**

The enabling statute requires that NICIP funding is made available throughout the State. For purposes of this grant program, regional boundaries are coterminous with the Regional Economic Development Council regions (available here: <http://regionalcouncils.ny.gov/map>).

Applications will be scored on a scale of 0 to 100, and must receive a minimum average score of 70 out of 100 in order to be funded. Grants will be awarded to applications that have the highest overall average final score; however, a grant may be awarded to an Applicant from an underrepresented geographic region so long as the Applicant has received a minimum average score of 70 out of 100, in order to achieve regional diversity across the State.

In order to achieve the statewide distribution of funding, no more than 40% of the funding will be allocated to any one region of the State. Please note that the 40% figure applies to both the construction and technology categories, as well as awards made out of the Base Pool. That is, both by individual category and in the aggregate, no one region of the State may exceed 40% of the available funding. If a single region of the State has been allocated 40% of funding in any category based on straight scoring, remaining funding will be awarded to the next top-scoring Applicant from another region of the State, so long as each Applicant has received a minimum average score of 70 out of 100.

If an Applicant has locations in multiple regions throughout the State, the region assigned for purposes of this grant will coincide with the site location (if the project involves a single site) or the location of the Applicant's administrative headquarters (if the project involves sites in multiple regions).

## **2.18 Primary Benefit to Applicant**

Grant funding must be used for the primary benefit of the Applicant, and the project funded with the grant may not provide more than a tangential benefit to a non-Applicant entity. Therefore, improvements to leased real property will be evaluated carefully to determine whether the landlord or the Applicant will be the primary beneficiary of the expenditure of grant funds. If at any point in the process, in DASNY's sole discretion, it determines that there is more than a tangential benefit to any non-Applicant entity, the application or grant will not be processed further.

## **2.19 Allowable Number of Applications**

Nonprofit organizations may submit one application for a NICIP grant. However, one application can cover a single-purpose or multi-purpose project at a single site or a single-purpose project at multiple sites. For example, an Applicant could submit one application to fix multiple infrastructure issues at a single site (replace all windows, install a new roof, create accessible entryways, and add a security system at a single address); an Applicant could also submit one application to address one infrastructure issue at several sites (install energy efficient windows at ten program locations or upgrade an IT system that serves twenty locations). An Applicant cannot submit one application to install new windows at Site A, replace bathroom fixtures at Site B, and upgrade outdated technology at Site C. As noted above, nonprofit organizations may submit one application for a NICIP grant. If more than one application is submitted, only the first application submitted will be reviewed and scored.

## **2.20 Project Budget and Committed Financial Resources**

Please note that there is no match requirement, and that the grant may fund the entire cost of the project. Applicants are advised that grants will be awarded to Applicants that can demonstrate that the project is fully funded and can be completed with the grant funds and/or other committed funding. Therefore, if the estimated cost of a project (as documented in an estimate prepared by a design or construction professional) exceeds the amount of the grant, the Applicant must provide evidence of sufficient committed funding resources necessary to complete the project as described.

As part of the application, the Capital Based Budget form in the Grants Gateway must be completed. In the Project Readiness Section of the application, the Applicant will be asked to explain and justify the projected costs included in the budget. The Applicant will be asked to provide cost estimates and upload supporting documentation for those estimates for the following categories of expenses as well as narratives that explain how the Applicant arrived at the cost estimates:

- Scoping and Pre-Development
- Design
- Construction
- Other

The “Other” category in the Capital Based Budget form should be used to distinguish among three types of IT-related costs, in the order below. When entering this information, please enter whole dollar amounts.

- a. IT Equipment – Hardware \_\_\_\_\_
- b. IT Equipment – Customized Software \_\_\_\_\_
- c. IT Equipment – Licenses \_\_\_\_\_

Include additional lines as needed in the “Other” category to describe non-IT related costs not already specified. Any information provided in the Capital Based Budget form should match the information provided in the “Required Information” Section of the application. Please note that software and licenses generally are not eligible for funding unless they are part of a new IT system and involve customization. Even then, in certain instances only partial funding may be available.

The Applicant will also be asked to explain how the amount of funding requested is reasonable in relation to the size of your organization, the size and scope and type of the human services that the Applicant provides, the scope of the project the Applicant plans to undertake, the number of people who will be served or benefit from the proposed project and the location of the project.

If the cost of the total project exceeds the proposed grant amount, Applicants should include documentation to verify that there are sufficient funds to complete the project. This may include, but is not limited to, any or all of the following:

- Bank account and investment account statements
- Donor pledges, agreements and receipts
- Grant award letters, agreements and contracts
- Loan agreements, commitment letters, terms and conditions
- Bond documents
- Personal service contracts
- Bills of sale and paid invoices evidencing payment for an eligible cost

Please note that pledges, award letters with unsatisfied contingencies, grant applications, pending loan applications, and other non-final commitments do not constitute secured sources of funding.

## **2.30 Application Materials**

### **2.31 General Information**

In addition to basic background information, the application will consist of the following sections:

- Required Information:
  - Documentation that your organization receives funding from New York State through State approved payments and/or State contracts and/or State payment rates
  - Information about which State agency licenses, certifies or otherwise has oversight for your organization and provides the majority of your State funding
  - Documentation of site control

- For organizations that do not own the real property that will be improved with funding from this grant and/or are co-located with other non-Applicant entities, a description of how the Applicant, and not the Applicant's landlord or other non-Applicant entities, will be the primary beneficiary of any funds awarded through this grant
  - Information about the type and size of the grant for which you are applying and the size of your organization
  - Additional information for technology-related grants
- Pass/Fail Questions
- An Executive Summary of your organization and proposed project
- Program specific questions, which include the following sections:
  - Demonstration of Need
  - Project Readiness
  - Project Impact
- Capital Based Budget form

## 2.40 Submission Instructions

All application materials for NICIP must be submitted through Grants Gateway. Applications submitted outside of the Grants Gateway system will not be reviewed.

General guidelines for navigating the Grants Gateway system:

- Log into Grants Gateway as a Grantee, Grantee Contract Signatory or Grantee System Administrator.
- Click the "View Opportunities" button.
- From the "search by funding agency" drop-down menu, select Dormitory Authority of the State of New York. Click "search."
- Locate Nonprofit Infrastructure Capital Investment Program and click on the blue link.
- Click the "Apply for Opportunity" button.
- From the FORMS MENU, complete the forms described in the instructions. Sections from the Forms Menu do not have to be completed in any particular order. Certain forms may be left blank if they do not apply to your application. There will be a "global warning" error if you try to submit an application without completing required forms.
- You must SAVE YOUR WORK before moving onto a new screen.
- If you do not complete the application in one session, it will be in your "tasks" box labeled "application in process." Another way to find that an application is in process is to click the "applications" tab at the top of the screen.
- Please note: though those logged in as Grantees may work on the application, only someone logged in as a Grantee Contract Signatory or a Grantee System Administrator can submit the application to the State. When you are ready, click the Status Changes tab, and click the "apply status" button under "application submitted."

Other helpful information:

- There is a Grantee Application Tutorial Video available. After logging into Grants Gateway, click the "training materials" tab at the top of the screen.
- A Grants Gateway help desk is available from Monday to Friday, 8am to 8pm
  - Phone: 1-800-820-1890
  - Email: [helpdesk@agatesoftware.com](mailto:helpdesk@agatesoftware.com)

The Grants Reform Team offers regular live webinars for anyone who is interested in additional information about Grants Gateway, the Prequalification process, or submitting online applications. Learn more including times and dates for these webinars: <http://grantsreform.ny.gov/training-calendar>. Any additional technical training related to this application will also be posted to the training calendar.

## **2.50 Submission Deadlines**

The due date and time for the submission of NICIP into the Grants Gateway is: by **4:00 PM on December 23, 2015**. DASNY will not consider applications that are submitted after that time.

Applications can be submitted only through the Grants Gateway System. Applications submitted via email, postal delivery, or facsimile will not be accepted.

## **2.60 Inquiries/Questions**

From the issuance of this RFA until awards are announced, any questions related to the RFA and NICIP must be directed to the RFA Coordinator. Applicants are not permitted to have contact with other personnel within New York State government regarding this RFA from the time of issuance until awards have been announced. All inquiries regarding this RFA should be addressed to:

RFA Coordinator  
Email: [NICIP@DASNY.org](mailto:NICIP@DASNY.org)  
Subject: NICIP RFA

All questions must be submitted to the RFA Coordinator by email by **4:00 PM on November 10, 2015** (Subject line: NICIP RFA). Please specify the Section of the RFA to which your question relates. Answers to all questions of a substantive nature will be posted to the DASNY website ([www.dasny.org](http://www.dasny.org)) by **December 2, 2015** and also can be found in this Grant Opportunity in the Grants Gateway.

There will not be a Bidder's Conference for this RFA.

## **Section Three: EVALUATION**

### **3.10 Evaluation Criteria**

#### **3.11 Number of Awards and Grant Funding Levels**

A total of \$50 million is available for NICIP; of that total amount, \$30 million will be reserved for projects that involve construction (renovations or expansions of program space, accessibility renovations, or energy efficiency modifications); and \$10 million will be reserved for projects related to technology. The remaining \$10 million of the available funding will be placed into a Base Pool that will be used to fund projects from either category. The total number of grants awarded will depend upon the number of applications received at each Maximum Total Funding per Grant Funding Level and the score awarded to each application based upon responsiveness to the criteria set for in this RFA. Projects must have at least a minimum average score of 70 out of 100 points in order to be funded.

Once the highest scoring applications at each Grant Funding Level have been awarded (without exceeding the Maximum Total Funding for that Grant Funding Level) any residual funds remaining at each Grant Funding Level shall be added to the Base Pool and used to make additional NICIP awards (the "Base Pool").

The amount of funding available to individual Applicants depends on the Applicant's annual revenue and the type of project they wish to fund. Grants will range in size from a minimum of \$50,000 for the smaller nonprofit human services organizations to a maximum of \$1 million for the larger nonprofit human services organizations. See Section 1.30 of this RFA "Available Funding and Funding Levels" for specific information.

### 3.12 Required Information

Applications will be reviewed to determine whether all information from the “Required Information” Section has been provided. The score of each application will be reflective of the degree of compliance with these requirements.

### 3.13 Pass/Fail Criteria

In order to be considered for funding under NICIP, the Applicant must be Prequalified at the time and date the application is due and must be able to answer “yes” to all the following questions and provide documentation for each answer:

1. Is your organization a human services organization? For purposes of this grant, a “human services organization” is a nonprofit organization that provides programs and services in New York State that protects the health and well-being of individuals residing in New York State and is not on the list of types of ineligible organizations in Section 2.11 of the RFA. Your answer should be supported by and consistent with the information provided in your response to Questions #1 and #2.  
☐ Yes ☐ No
2. Does your organization provide direct services? For purposes of this grant, “direct services” shall mean prevention, intervention and/or habilitative services that a nonprofit organization provides directly to a consumer or group of consumers. Your answer should be supported by and consistent with the information provided in your response to Questions #1 and #2.  
☐ Yes ☐ No
3. Does your organization currently receive funding from New York State in the form of a State contract, State authorized payment, or State payment rate as defined in Section 2.11 of the RFA? Your answer should be supported by and consistent with the information provided in your response to Question #1.  
☐ Yes ☐ No
4. Is your organization applying for funding for a project that falls into one of the following categories?
  - Technology upgrades that improve electronic records, data analysis, or confidentiality;
  - Renovations or expansions of space used for direct program services;
  - Modifications to make spaces more sustainable and energy efficient resulting in overall cost and energy savings;
  - Accessibility renovations.☐ Yes ☐ No
5. Is your organization’s annual revenue, as reported on line 12 of your most recently filed IRS form 990 as included in the prequalification application, at least \$100,000?  
☐ Yes ☐ No
6. Is the project at a single site or does the project achieve a single purpose at multiple sites? (see Section 2.19 of the RFA)  
☐ Yes ☐ No
7. Have you provided documentation demonstrating site control (see Section 2.15 of the RFA) and if it is a lease, does it extend for at least seven years from the date of application for this grant?  
☐ Yes ☐ No
8. Does the amount you are requesting fall within the allowable range based on the size of your organization and the type of grant for which you are applying? (See Section 1.30 of the RFA)  
☐ Yes ☐ No



9. Do you attest that you did not begin work on your proposed project, and no equipment related to the project was purchased, prior to April 1, 2015?
- ☐ Yes ☐ No

### **3.14 Program Specific Questions**

Applicants will be required to respond to a number of questions in the following areas:

- Demonstration of Need
- Project Readiness
- Project Impact

Responses to these questions will be the basis for the Applicant's score.

### **3.20 Evaluation Process**

DASNY will oversee the application evaluation process. Applications will first be reviewed based on the "Pass/Fail" criteria set forth in Section 3.13 of this RFA and also reviewed to determine whether all required information has been provided. All applications that meet all of the Pass/Fail criteria will then be scored by the review teams. The review teams will include representatives from one or more State agencies, including but not limited to representatives from the Office of Children and Family Services, the Office of Temporary and Disability Assistance, the Office for People with Developmental Disabilities and the Office of Mental Health.

Applications will be evaluated based on the following criteria:

- Demonstration of Need
- Project Readiness
- Project Impact

Applications will be scored on a scale of 0 to 100, and must receive a minimum average score of 70 out of 100 in order to be funded. Grants will be awarded to applications that have the highest overall average final score; however, a grant may be awarded to an Applicant from an underrepresented geographic region so long as the Applicant has received a minimum average score of 70 out of 100, in order to achieve regional diversity across the State.

The applications with the highest scores at each Grant Funding Level shall be awarded a NICIP grant, up to the Maximum Total Funding per Grant Funding Level.

Once the highest scoring applications at each Grant Funding Level have been awarded (without exceeding the Maximum Total Funding for that Grant Funding Level) any residual funds remaining at each Grant Funding Level shall be added to the Base Pool and used to make additional NICIP awards (the "Base Pool"). Grants from the Base Pool shall be awarded to those applications receiving the next highest scores across all Grant Funding Levels; provided, however, a grant may be awarded to an Applicant from an underrepresented geographic region so long as the Applicant receives a minimum average score of 70 out of 100, in order to achieve regional diversity across the State.

If two or more applications have the same highest average score, the nonprofit human services organization(s) with the highest average score on the Project Impact Section will be awarded funding. If a tie still remains, the organization(s) with the highest average score on the Project Readiness Section will be awarded funding. If a tie still remains, the organization(s) with the highest average score on the Project Need Section will be awarded funding. If a tie still remains, the organization with the greatest percentage of State funding compared to its total revenue will be awarded funding.

## **Section Four: AWARDS AND GRANT DISBURSEMENT AGREEMENTS**

### **4.10 Award Announcement**

Once all applications have been reviewed and scored, DASNY will create a master list of grant awards, with award amounts to the nearest dollar, and notify organizations that have received awards.

### **4.20 Prerequisites to Grant Disbursement Agreement**

Once all award recipients have been notified, DASNY will undertake a financial, environmental (if applicable), bond and tax counsel review. DASNY will also determine whether required regulatory approvals have been obtained.

#### **4.21 Financial Review**

DASNY will conduct a financial review in connection with each application in order to verify that sufficient funds have been secured in the amount necessary to complete the NICIP project, and that such funds meet all applicable criteria set forth in this RFA. As set forth in Section 2.20 of this RFA, the full project amount must be secured.

#### **4.22 State Environmental Quality Review**

For those projects requiring an environmental review pursuant to the State Environmental Quality Review Act (SEQRA), provide either the Findings Statement or the Negative Declaration prepared by the SEQRA Lead Agency in connection with the project. If no SEQR review has been undertaken in connection with a construction project that is currently underway or has not started, DASNY will undertake the necessary review if a NICIP grant is awarded to the Applicant.

Please provide evidence of completion if a ULURP review or Section 14.09 of the Historic Preservation Act review was completed in connection with the NICIP project.

#### **4.23 Certification**

All Grantees must be able to certify that funds will not be used to finance a program or project that will in any way promote or facilitate religious worship, instruction or proselytizing. Grantees will be asked to certify, at a minimum, the following in connection with the project to be financed by the Grant:

- 1) No religious purpose shall be advanced or promoted by the project or program funded by the Grant;
- 2) 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;
- 3) The project or program shall be open to all without regard to religion; and
- 4) The Grantee shall take affirmative steps to ensure that information is widely disseminated with respect to the following aspects of the project or program:
  - a. The project or program is publicly funded;
  - b. The project or program is open to all, regardless of religious affiliation; and
  - c. The project or program beneficiaries are not limited to any particular sect or group.

#### **4.30 Grant Disbursement Agreement**

##### **4.31 Grant Disbursement Agreement Process**

DASNY will forward a Grant Disbursement Agreement (“GDA”) to nonprofit organizations that have received awards once the aforementioned reviews, as applicable, have been completed. The GDA is the contract between the nonprofit organization and DASNY.

DASNY will review the GDA for completeness and accuracy upon receipt from the organization, which will include verification that the budget has not changed (or that a valid rationale is given for the change and the change does not materially affect the approved project, timeline or budget), the exhibits are properly completed, an appropriate opinion of counsel has been provided as required by Exhibit B of the GDA, and no other issues have arisen that would affect the status of the grant. Once this review is complete, DASNY will arrange for the execution of the GDA.

The GDA will become effective upon execution of the GDA by both the Applicant and DASNY. The GDA will be dated the date of the execution of the GDA by DASNY.

##### **4.32 Requisition of Funds**

Once the GDA is fully executed, the organization may begin to requisition funds using the forms included as exhibits to the GDA. The organization must forward requisitions directly to DASNY’s Accounts Payable Unit.

DASNY will perform an audit with respect to each requisition received from the nonprofit organization, which will include, but shall not be limited to, verification that proper documentation has been received.

The Nonprofit Infrastructure Capital Investment Program will provide reimbursement only up to the amount of funding set forth in the GDA. If a project goes over budget, it will be the responsibility of the nonprofit organization to cover additional expenses. If allowable costs for the project are less than the amount awarded (i.e. “under budget”), any unused funding will revert to the State; it cannot be used for additional purchases, renovations, or any other expense related to the nonprofit organization.

##### **4.33 Term of Grant Disbursement Agreement**

The GDA between the Grantee and DASNY will terminate three years from the date of DASNY’s execution of the GDA unless DASNY, in its sole discretion, chooses to extend the term of the GDA.

##### **4.40 Reporting Requirements**

Any organization that receives funding through NICIP will be required to submit periodic reports on project activities.

##### **4.50 Rights Reserved**

DASNY reserves the right to:

- Reject any or all applications received in response to this RFA.
- Reject any application submitted by an Applicant which is not in compliance with all State requirements.
- Exclude ineligible expenses from the grant amount requested.

Should additional NICIP funding become available, DASNY reserves the right to consider applications submitted in response to this RFA that were not initially funded. Updated information will be requested as deemed necessary by DASNY. The Dormitory Authority of the State of New York also reserves the right to solicit and accept new applications if additional funding becomes available.

#### **4.60 Limits on Administrative Expenses and Executive Compensation**

Applicants are required to comply with the limitations on administrative expenses and executive compensation contained within Governor Cuomo's Executive Order #38 and any applicable regulations related thereto.

#### **APPENDICES:**

Appendix 1...NICIP Application Questions

Appendix 2...Map of NYS Regional Economic Development Council Regions

Appendix 3...Sample Grant Disbursement Agreement with Grantee Questionnaire

It is the responsibility of each Applicant to see that applications are submitted through Grants Gateway by **4:00 pm on December 23, 2015**. DASNY will not consider applications that are submitted after that time.

## **Appendix 1**

### **NONPROFIT INFRASTRUCTURE CAPITAL INVESTMENT PROGRAM (NICIP)**

#### **Application Questions**

#### **General Information**

1. Organization Name
2. Organization Address (including county)
3. Address of Proposed Project Site (including county)
4. Application Contact at Organization (name, title, phone and email)
5. Identify New York State Regional Economic Development Council Region

#### **Required Information**

1. Please explain how, and upload documentation demonstrating, you currently receive funding from New York State in the form of a State contract, State authorized payment or State payment rate (See Section 2.11 for definitions of these terms). The documentation could be in the form of a State contract number(s), Medicaid provider identification number or payment receipts. If you receive State funding through your county or other governmental entity, please specify which county and agency and provide a copy of a contract, letter from the county, or other documentation to establish that the funding you receive originated with New York State.
2. If your nonprofit organization has a contract(s) or is licensed/certified with a specific State agency, identify the agencies and describe for what specific programs.  
  
2a. Also, which State agency provides the majority of your funding or the funding for the program(s) for which you are seeking a NICIP grant?
3. Please upload documentation demonstrating that you have sufficient site control of the real property where the project will be located and you have authorization to undertake a capital project. If you own the property, please include the deed. If the project will be undertaken on leased property, please upload the lease. Please note that the lease must extend at least seven years beyond the date that your application is submitted. Additionally, if you wish to make capital improvements to real property that you do not own, please include a letter of support from your landlord or property owner.
4. If the property that you wish to improve with funding from this grant is leased and/or is co-located with other non-Applicant entities, please describe how your organization, and not your landlord or other non-Applicant entities, will be the primary beneficiary of any funds awarded through this application process. Grant funding must be used for the primary benefit of the Applicant, and the project

funded with the grant may not provide more than a tangential benefit to a non-Applicant entity. If this does not apply to you, enter not applicable.

5. Please provide the following information related to the size of your organization and the grant for which you are applying (see Section 1.30 of the RFA for the allowable grant amounts based on the type of grant and the size of the organization)

5a. Are you applying for a construction grant?

☐ Yes ☐ No

5b. Are you applying for a technology grant?

☐ Yes ☐ No

5c. What is your annual revenue as reported on line 12 of your most recently filed IRS 990 form as included in your prequalification application?

5d. What is the amount of funding for which you are applying?

5e. What is the total cost of the project that you are proposing?

6. If you are applying for a technology related grant, please provide the following breakdown as to how much you are requesting for each sub-category. This information is needed to assess the allowability of IT-related costs that may be paid with State-supported debt and must also be provided in the Capital Based Budget form of the application (see Section 2.20 of the RFA). Please note that software and licenses generally are not eligible for funding unless they are part of a new IT system and involve customization. Even then, in certain instances, only partial funding may be available. When entering this information, please enter in whole dollar amounts. If you are not applying for a technology related grant, please enter "0" on each of these lines.

6a. IT Equipment – Hardware \_\_\_\_\_

6b. IT Equipment – Customized Software \_\_\_\_\_

6c. IT Equipment – Licenses \_\_\_\_\_

### **Pass/Fail Criteria**

In order to be considered for funding under NICIP, the Applicant must be Prequalified and must be able to answer "yes" to the following questions.

7. Is your organization a human services organization? For purposes of this grant, a "human services organization" is a nonprofit organization that provides programs and services in New York State that protects the health and well-being of individuals residing in New York State and is not on the list of types of ineligible organizations in Section 2.11 of the RFA. Your answer should be supported by

and consistent with the information provided in your response to Questions #1 and #2.

☐ Yes ☐ No

8. Does your organization provide direct services? For purposes of this grant, “direct services” shall mean prevention, intervention and/or habilitative services that a nonprofit organization provides directly to a consumer or group of consumers. Your answer should be supported by and consistent with the information provided in your response to Questions #1 and #2.

☐ Yes ☐ No

9. Does your organization currently receive funding from New York State in the form of a State contract, State authorized payment, or State payment rate as defined in Section 2.11 of the RFA? Your answer should be supported by and consistent with the information provided in your response to Question #1.

☐ Yes ☐ No

10. Is your organization applying for funding for a project that falls into one of the following categories?

- Technology upgrades that improve electronic records, data analysis, or confidentiality;
- Renovations or expansions of space used for direct program services;
- Modifications to make spaces more sustainable and energy efficient resulting in overall cost and energy savings;
- Accessibility renovations.

☐ Yes ☐ No

11. Is your organization’s annual revenue, as reported on line 12 of your most recently filed IRS 990 form as included in your prequalification application, at least \$100,000?

☐ Yes ☐ No

12. Is the project at a single site or does the project achieve a single purpose at multiple sites? (See Section 2.19 of the RFA)

☐ Yes ☐ No

13. Have you provided documentation demonstrating site control (See Section 2.15 of the RFA) and if it is a lease, does it extend for at least seven years from the date of application for this grant?

☐ Yes ☐ No

14. Does the amount you are requesting fall within the allowable range based on the size of your organization and the type of grant for which you are applying? (See Section 1.30 of the RFA)

☐ Yes ☐ No

15. Do you attest that you did not begin work on your proposed project, and no equipment related to the project was purchased, prior to April 1, 2015?
- ☐ Yes ☐ No

**16. Executive Summary: *This section will highlight the work of your organization, the grant for which you are applying, and provide information about the population(s) you serve. This Executive Summary should be suitable for dissemination to the public. (No response required to #16, provide responses to questions 16a-16b)***

16a. Provide a brief overview (150 words or less) of your organization, what you do, and your goals for using Nonprofit Infrastructure Capital Investment Program (NICIP) funding. Include a brief description of the project, the total cost of the project that you are proposing, and the amount of funding you are requesting through the NICIP.

16b. Provide a brief description (150 words or less) of the services that your organization provides and the communities for which you provide these services. Indicate which services would be directly impacted if you receive NICIP funding and where (specific location) and for which program(s) you plan to use NICIP funding.

### **Program Specific Questions**

**17. DEMONSTRATION OF NEED: *This section will establish why you are seeking NICIP funds (No response required to #17, provide responses to questions 18-23)***

18. Provide information about the populations and communities that you serve. (5 points)

18a. Provide a detailed description of the populations and communities that are served by your organization. Provide as much specific demographic information as possible, including, but not limited to, age group, special needs such as disability status, and concentration of poverty in your community and for those you serve.

18b. How long have you been serving these populations and communities and what outcomes you have achieved?

18c. Provide the number of clients who receive human services from your organization annually.

18d. Provide an estimate of how many of these clients would be impacted by the project that you are proposing.



19. Describe why your services are critical for the population(s) that you serve. Describe what would happen if your organization was not able to provide these services to your clients. Were it not for your organization, what alternatives would your clients have to receive similar services? What other similar services are available in your area? (5 points)
20. Describe your organization's existing space, equipment, or systems that are used to provide services to your clients, and why they need to be repaired, replaced, enhanced, or expanded. Be as specific as possible and include information about when the service space was built; when it was last updated, renovated, or otherwise improved (for technology projects, please include the last time that the equipment or system was updated); and how the most recent updates, renovations, improvements, or purchases were funded. (4 points)
21. Describe how your organization's existing space, equipment, or systems used to provide services to your clients, impacts your clients and the services that they receive. (5 points)
22. How dependent is your organization on State funding? Please provide the following information. (1 point)
- 22a. What is your annual revenue (reported on line 12 of your most recently filed IRS 990 form as included in your prequalification application)?
- 22b. How much of the total funding is derived from New York State in the form of State contracts, State-authorized payments, and/or State payment rates?
- 22c. What percentage is the State revenue of your total revenue? (To calculate this, please take the number provided from question (5b) divided by the number provided in question (5a) of this question to calculate this percentage.
23. Provide a detailed description of the project that you wish to undertake with the NICIP grant, why your proposed project is necessary to serve your target population, and how the project will improve or maintain the quality, efficiency, and accessibility of services. (10 points)
- 24. PROJECT READINESS: *This section will allow you to provide a detailed description of the infrastructure project that you are proposing, including a budget and management plan for the project. (No response required to #24, provide responses to questions 25-28c)***
25. Provide cost estimates and describe how you will undertake and complete the project. Based on the Capital Based Budget form you completed in the Grants Gateway, describe how your cost estimates were developed and why the costs you have outlined are reasonable for the work to be done. You should upload all supporting documentation for your cost estimates. Include details such as any

purchases that would need to be made, services that would need to be contracted, and permits, approvals or permission that would need to be secured or have already been secured. If the total cost of the project exceeds the amount of funding being requested, describe how and upload documentation that you have secured sufficient funding to complete the project. (20 points)

26. Explain why the amount of funding requested is reasonable in relation to the size of your organization, the size, scope and type of the human services you provide, the scope of the project you wish to undertake, the number of people who will be served or benefit from the proposed project, and the location of the project. (4 points)

27. Provide a brief description (150 words or less) of how the project will be managed, including the titles of staff who will oversee key aspects of the program and what experience they have in this type of project management. (1 point)

28. Please provide information related to project readiness in terms of the project timeline. (10 points)

28a. What is your projected start date for the proposed project?

28b. What is your projected end date for the proposed project?

28c. Provide a timeline for project completion. This should include when key project milestones will be achieved, and how much funding will be needed at each stage of project completion.

**29. PROJECT IMPACT: *This section will give you the opportunity to make the case for why your proposed project should be considered “high impact” and how it will have a positive effect on the clients you serve. One of the goals of the NICIP is to create the greatest positive impact on individuals and communities. (No response required to #29, provide responses to questions 30-33)***

30. Describe how the proposed project will address the infrastructure needs that you identified in the Demonstration of Need section of this application. (8 points)

31. How will you evaluate the success of your proposed project? Please discuss qualitative and/or quantitative measures that will be used to demonstrate improvements in the quality, efficiency, and/or accessibility of services once the project is complete. (5 points)

32. Please describe both the short-term and long-term benefits that you expect to achieve as a result of this project. Provide as much detail as possible about the project and how it will have a positive impact on the clients you serve. For example, this might include, but is not limited to, a robust narrative describing

and demonstrating how a nonprofit organization would use the NICIP funding to: upgrade heating/cooling systems in their buildings to better regulate the temperature to both save money and make services be more comfortable/accessible to young children, the elderly, and others sensitive to temperature; or use the NICIP funding to make any repairs on an aging building so that the organization can continue providing services from the current location in a community that would not otherwise be served. If the project will allow you to expand your services to reach a new population, please explain why it is important for your organization to serve this new population. (20 points)

33. Identify and describe how you will mitigate any service delivery impacts that might occur during the project construction and implementation. (2 points)

## Appendix 2

### New York State

### Regional Economic Development Councils



Regional Economic Development Council	Counties
Western New York	Allegany, Cattaraugus, Chautauqua, Erie, Niagara
Finger Lakes	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
Southern Tier	Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins
Central New York	Cayuga, Cortland, Madison, Onondaga, Oswego
Mohawk Valley	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
North Country	Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
Capital Region	Albany, Columbia, Greene, Saratoga, Schenectady, Rensselaer, Warren, Washington
Mid-Hudson	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
New York City	Bronx, Kings, New York, Richmond, Queens
Long Island	Nassau, Suffolk

### Appendix 3

This **GRANT DISBURSEMENT AGREEMENT** includes  
all exhibits and attachments hereto and is made on the terms and by the parties listed below  
and relates to the Project described below:

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**DORMITORY AUTHORITY OF THE STATE OF  
NEW YORK ("DASNY"):**

515 Broadway  
Albany, New York 12207  
Contact: Sara Richards, Esq.  
Phone: (518) 257-3177  
Fax: (518) 257-3475  
E-mail: grants@dasny.org

---

**THE GRANTEE:**

«LegalOrganizationName»  
«GranteeAddress1»  
«GranteeAddress2»  
«GranteeCity», «GranteeState»  
«GranteeZip5»  
Contact: «ContactSalutation».  
«ContactFirstName»  
«ContactMiddleName».  
«ContactLastName»  
Phone: «ContactTelephone»  
Fax: «ContactFaxNumber»

---

**THE PROJECT:**

«ProjectDesc»

---

**PROJECT LOCATION:**

«ProjectLocation»

**GRANT AMOUNT:**

\$«GrantAmt»

**FUNDING SOURCE:**

«GrantTypeDesc» ("«GrantTypeName»")

---

For Office Use Only:

**PRELIMINARY APPLICATION OR PROJECT  
INFORMATION SHEET DATE:**

**DATE GRANT SENT TO GRANTEE:**

**DATE AGREEMENT SIGNED BY GRANTEE:**

**DATE AGREEMENT SIGNED BY DASNY:**

**EXPIRATION DATE OF THIS AGREEMENT:**

**PROJECT ID #:** «ProjectID»

**FMS#:**

**GranteeID:** «GranteeID»

**GrantID:** «GrantID»

## TERMS AND CONDITIONS

### 1. The Project

The Project description, including tasks and a timeline with respect thereto, is set forth in Exhibit A. The Grantee will perform the tasks on the schedule and as described in Exhibit A to this Agreement.

### 2. Project Budget and Use of Funds

- a) The Grantee will undertake the Project in accordance with the overall Project budget, which includes the Grant funds, as set forth in Exhibit A to this Agreement. The Grant will be applied only to Eligible Expenses, which are separately identified as described in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:
  - (i) the acquisition, construction, demolition, or replacement of a fixed asset or assets;
  - (ii) the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or
  - (iii) the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.
- c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

### 3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

### 4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

- (a) DASNY has received a description of the Project, budget and timeline in the form of Exhibit A, and an opinion of Grantee's counsel, in substantially the form appended to this Agreement as Exhibit B; and
- (b) The requirements of the «GrantTypeName» Program have been met; and
- (c) The monies required to fund the Grant have been received by DASNY; and
- (d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.
- (e) The Grantee certifies that it is in compliance with the provisions of the «GrantTypeName» and this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.
- (f) Not-for-profit organizations are required to register and prequalify on the New York State Grants Gateway ([www.grantreform.ny.gov](http://www.grantreform.ny.gov)) in order to receive Grant funds. The Grantee's Document Vault must be in prequalification status prior to any disbursements of the grant funds.

## 5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

- (a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

(b) Payment on Invoice:

- (1) DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of (i) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments; (ii) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and (iii) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

(2) The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph (b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

(3) The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

(4) Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

(5) DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(f).

(c) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee hereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

(d) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

(e) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

#### Non Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.



7. No Liability of DASNY or the State

DASNY shall not 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 DASNY, 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 DASNY 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 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.

8. Warranties and Covenants

The Grantee warrants and covenants that:

- (a) The Grant shall be used solely for Eligible Expenses in accordance with the terms and conditions of this Agreement.
- (b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.
- (c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the «GrantTypeName» Program.
- (d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.
- (e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.
- (f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.
- (g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.
- (h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

- (i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes removable equipment or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, Grantee will develop, implement and maintain an inventory system for tracking such removable equipment and furnishings.
- (j) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.
- (k) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's document vault on the New York State Grants Reform Gateway ([www.grantsreform.ny.gov](http://www.grantsreform.ny.gov)).
- (l) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.
- (m) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.
- (n) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.
- (o) The Grant shall not be used in any manner for any of the following purposes:
- (i) political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
  - (ii) religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement;
  - (iii) payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or

the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

- (iv) payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.
- (p) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (q) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.
- (r) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's document vault in the New York State's Grants Reform Gateway completed by the Grantee in connection with the Project and the Grant, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the

Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

- (s) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;
- (t) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.
- (u) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

#### 9. Default and Remedies

- (a) Each of the following shall constitute a default by the Grantee under this Agreement:
  - (i) Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.
  - (ii) Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.
  - (iii) The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.
  - (iv) The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be

adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

- (v) An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.
  - (vi) The Grantee abandons the Project prior to its completion.
  - (vii) The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.
  - (viii) Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.
- (b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.
- (c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

#### 10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

#### 11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

#### 12. Survival of Provisions

The provisions of Sections 3, 7, 8(n), 8(o) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the «GrantTypeName» Program to DASNY.

«LegalOrganizationName»

«ProjectDesc»

Project ID «ProjectID»

This agreement is entered into as of the latest date written below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

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

\_\_\_\_\_  
(Printed Name)

Date:

GRANTEE: «LEGALORGANIZATIONNAME»

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name and title)

Date:

## GRANT DISBURSEMENT AGREEMENT

### EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

DRAFT - NOT FOR SIGNATURE



# EXHIBIT A: Project Budget

«LegalOrganizationName»

«ProjectDesc»

Project ID «ProjectID»

USE OF FUNDS	TIMELINE		SOURCES					TOTAL
	Anticipated Dates		DASNY Share	In-Kind/Equity Sponsor		Other Sources		
TASKS*	Start	End	Amount	Source Name	Amount	Entity Name	Amount	
	Total Project Cost							

- \* Please note that the tasks set forth in this column must be those for which reimbursement or payment on invoice will be sought. Please ensure that the task list is complete and includes all the tasks for which you will be submitting requisitions. The failure to do so may delay payment.

## EXHIBIT B: Opinion of Counsel

[Letterhead of Counsel to the Grantee]

[Date]

DASNY  
515 Broadway  
Albany, New York 12207

Attn: Michael E. Cusack., General Counsel

Re: «GrantTypeDesc» («GrantTypeName») Grant  
«ProjectDesc»  
Project ID «ProjectID»

Ladies and Gentlemen:

I have acted as counsel to «LegalOrganizationName» (the “Grantee”) in connection with the Project referenced above. In so acting, I have reviewed certain Grant Disbursement Agreement between you and the Grantee, executed by the Grantee on [*Insert date Agreement executed by Grantee*] (the “Agreement”) and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York [or, is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York] and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; and
2. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

Very truly yours,

EXHIBIT C: Grantee Questionnaire

DRAFT - NOT FOR SIGNATURE



**DASNY**

**Grant Programs**

**Grantee Questionnaire**

**THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION**

If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please attach a signed and notarized Affidavit of No Change Form along with your most recent copy of the previously submitted Grantee Questionnaire. The Form is attached to the back of this document.

**SECTION I: GENERAL INFORMATION**

1. GRANTEE (LEGALLY INC. NAME): \_\_\_\_\_
2. FEDERAL EMPLOYER ID NO. (FEIN): \_\_\_\_\_
3. D/B/A – DOING BUSINESS AS (IF APPLICABLE): \_\_\_\_\_  
COUNTY FILED: \_\_\_\_\_
4. WEBSITE ADDRESS (IF APPLICABLE): \_\_\_\_\_
5. BUSINESS E-MAIL ADDRESS: \_\_\_\_\_
6. PRINCIPAL PLACE OF BUSINESS ADDRESS: \_\_\_\_\_
7. TELEPHONE NUMBER: \_\_\_\_\_ 7. FAX NUMBER: \_\_\_\_\_
8. DOES THE GRANTEE USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR D/B/A OTHER THAN WHAT IS LISTED IN QUESTIONS 1-4 ABOVE?  
☐ YES ☐ NO

If **yes**, provide the name(s), FEIN(s) and d/b/a(s) and the address for each such entity on a separate piece of paper and attach to this questionnaire.

9. AUTHORIZED CONTACT:  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_
10. HOW MANY YEARS HAS THIS GRANTEE BEEN IN BUSINESS? \_\_\_\_\_

Grantee FEIN: \_\_\_\_\_

11. TYPE OF BUSINESS (PLEASE CHECK APPROPRIATE BOX):

- a) ☐ BUSINESS CORPORATION
- b) ☐ PUBLIC RESEARCH INSTITUTION
- c) ☐ ACADEMIC RESEARCH INSTITUTION
- d) ☐ NOT-FOR-PROFIT RESEARCH INSTITUTION
- e) ☐ NOT-FOR-PROFIT CORPORATION CREATED ON BEHALF OF  
A PUBLIC, NOT-FOR-PROFIT PRIVATE OR ACADEMIC RESEARCH INSTITUTION
- f) ☐ NOT-FOR-PROFIT CORPORATION CHARITIES REGISTRATION NUMBER: \_\_\_\_\_
- g) ☐ LOCAL DEVELOPMENT CORPORATION OR INDUSTRIAL DEVELOPMENT AGENCY
- h) ☐ MUNICIPALITY
- i) ☐ UNIVERSITY/EDUCATIONAL ORGANIZATION
- j) ☐ OTHER – SPECIFY \_\_\_\_\_

12. PLEASE INDICATE WHETHER YOU BELIEVE THAT ANY OF THE INFORMATION SUPPLIED HEREIN IS  
CONFIDENTIAL AND SHOULD BE EXEMPT FROM DISCLOSURE UNDER THE FREEDOM OF INFORMATION LAW:  
☐ YES ☐ NO

IF YOU CHECKED "YES" YOU MUST IDENTIFY THE INFORMATION YOU FEEL IS CONFIDENTIAL BY  
PLACING AN ASTERISK IN FRONT OF THE APPROPRIATE QUESTION NUMBER(S) AND YOU ARE  
REQUESTED TO ATTACH AN ADDITIONAL SHEET(S) UPON WHICH THE BASIS FOR SUCH CLAIM(S) IS  
EXPLAINED.

YOU MAY ALSO REQUEST THAT THE CONFIDENTIAL DOCUMENTATION BE REVIEWED AND RETURNED  
TO YOU AND NOT RETAINED BY THE AUTHORITY. PLEASE BE ADVISED, HOWEVER, THAT THE  
AUTHORITY MUST COMPLY IN ALL RESPECTS WITH THE FREEDOM OF INFORMATION LAW.

## SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

### A. DEFINITIONS

AS USED HEREIN IN THIS *GRANT PROGRAMS* GRANTEE QUESTIONNAIRE:

1. "AFFILIATE" MEANS ANY PERSON OR ENTITY THAT DIRECTLY OR INDIRECTLY CONTROLS OR IS CONTROLLED BY OR IS UNDER COMMON CONTROL OR OWNERSHIP WITH THE GRANTEE.
2. "GRANTEE" MEANS THE PARTY OR PARTIES RECEIVING FUNDS PURSUANT TO THE TERMS OF A GRANT DISBURSEMENT AGREEMENT ("GDA") TO BE ENTERED INTO BETWEEN THE GRANTEE AND DASNY OR THEIR EMPLOYEES AND AFFILIATES.
3. "GRANT-FUNDED PROJECT" MEANS THE WORK THAT WILL BE FULLY OR PARTIALLY PAID FOR WITH THE PROCEEDS OF THE GRANT, AS DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND THE GDA, AND INCLUDES, BUT IS NOT LIMITED TO, ARCHITECTURAL, ENGINEERING AND OTHER PRELIMINARY PLANNING COSTS, CONSTRUCTION, FURNISHINGS AND EQUIPMENT.
4. "RELATED PARTY" MEANS: (I) THE PARTY'S SPOUSE, (II) NATURAL OR ADOPTED DESCENDANTS OR STEP-CHILDREN OF THE PARTY OR OF THE SPOUSE, (III) ANY NATURAL OR ADOPTED PARENT OR STEP-PARENT OR ANY NATURAL, ADOPTED, OR STEP-SIBLING OF THE PARTY OR OF THE SPOUSE, (IV) THE SON-IN-LAW, DAUGHTER-IN-LAW, BROTHER-IN-LAW, SISTER-IN-LAW, FATHER-IN-LAW OR MOTHER-IN-LAW OF THE PARTY OR OF THE SPOUSE, (V) ANY PERSON SHARING THE HOME OF ANY OF THE PARTY OR OF THE SPOUSE, (VI) ANY PERSON WHO HAS BEEN A STAFF MEMBER, EMPLOYEE, DIRECTOR, OFFICER OR AGENT OF THE PARTY WITHIN TWO (2) YEARS OF THE DATE OF THIS GRANTEE QUESTIONNAIRE, AND (VII) AFFILIATES OR SUBCONTRACTORS OF THE PARTY.
5. "SPONSORING MEMBER(S)" MEANS THE ASSEMBLY MEMBER OR STATE SENATOR WHO SPONSORED, ARRANGED FOR AND/OR PROCURED THE GRANT. IN ADDITION, "SPONSORING MEMBER(S)" SHALL INCLUDE THE GOVERNOR WHEN APPROPRIATE AS LISTED HEREIN.

### B. GRANT AWARD

1. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES PAID ANY THIRD PARTY OR AGENT, EITHER DIRECTLY OR INDIRECTLY, TO AID IN THE SECURING OF THIS GRANT? ☐ Yes ☐ No

IF ANSWER IS "YES", PLEASE EXPLAIN:

2. HAS THE GRANTEE OR ANY OF THE GRANTEE'S RELATED PARTIES AGREED TO SELECT SPECIFIC CONSULTANTS, CONTRACTORS, SUPPLIERS OR VENDORS TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT-FUNDED PROJECT AS A CONDITION OF RECEIVING THE GRANT? ☐ Yes ☐ No

IF ANSWER IS "YES", PLEASE EXPLAIN:

3. WILL ALL CONSULTANTS, CONTRACTORS, SUPPLIERS AND VENDORS SELECTED TO PROVIDE GOODS OR SERVICES IN CONNECTION WITH THE GRANT FUNDED PROJECT BE CHOSEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTERESTS POLICY, OR IF CONSULTANTS, SUPPLIERS AND VENDORS RETAINED IN CONNECTION WITH THE GRANT FUNDED PROJECT HAVE ALREADY BEEN SELECTED, WAS THE SELECTION UNDERTAKEN IN ACCORDANCE WITH THE GRANTEE'S CONFLICT OF INTEREST POLICY? ☐ Yes ☐ No

IF GRANTEE'S GOVERNING BOARD HAS NOT ADOPTED A CONFLICT OF INTERESTS POLICY, PLEASE STATE NONE. \_\_\_\_\_.

IF ANSWER IS "NO", PLEASE EXPLAIN:

4. DOES THE SPONSORING MEMBER(S) OR ANY RELATED PARTIES TO SPONSORING MEMBER(S) HAVE ANY FINANCIAL INTEREST, DIRECT OR INDIRECT, IN THE GRANTEE OR IN ANY OF THE GRANTEE'S EQUITY OWNERS, OR WILL THE SPONSORING MEMBERS OR ANY RELATED PARTIES TO SPONSORING MEMBERS RECEIVE ANY FINANCIAL BENEFIT, EITHER DIRECTLY OR INDIRECTLY, FROM THE PROJECT FUNDED IN WHOLE OR IN PART WITH GRANT PROCEEDS? ☐ YES ☐ NO

IF THE ANSWER IS "YES", PLEASE PROVIDE DETAILS IN SEPARATE APPENDIX ATTACHED TO THIS CERTIFICATION.

### **SECTION III: DUE DILIGENCE QUESTIONS**

1. DOES THE GRANTEE POSSESS ALL CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS ISSUED BY ANY LOCAL, STATE, OR FEDERAL GOVERNMENTAL ENTITY IN CONNECTION WITH THE PROJECT, GRANTEE'S SERVICES, OPERATIONS, BUSINESS, OR ABILITY TO CONDUCT ITS ACTIVITIES? PLEASE NOTE THIS DOES NOT INCLUDE CONSTRUCTION RELATED ACTIVITIES SUCH AS BUILDING PERMITS AND CERTIFICATES OF OCCUPANCY.

☐ YES ☐ NO

IF THE ANSWER IS "NO", PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATIONS THAT ARE REQUIRED AND THE DATE(S) THAT SUCH CERTIFICATIONS, LICENSES, PERMITS, APPROVALS, OR OTHER AUTHORIZATION IS EXPECTED.

2. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL CONTRACTS THE GRANTEE HAS ENTERED INTO WITH ANY NEW YORK STATE AGENCY, PUBLIC AUTHORITY, OR OTHER QUASI-STATE ENTITY, IN THE PAST FIVE (5) YEARS. PLEASE LIST THE NAME, ADDRESS AND CONTACT PERSON FOR THE CONTRACTING ENTITY, AS WELL AS THE CONTRACT EFFECTIVE DATES. ALSO PROVIDE STATE CONTRACT IDENTIFICATION NUMBER, IF KNOWN. ☐ N/A

3. ON A SEPARATE DOCUMENT ATTACHED HERETO, LIST ALL GRANTS RECEIVED FROM FEDERAL, STATE, AND LOCAL ENTITIES TO FUND ALL OR A PORTION OF ANY COMPONENT OF THE PROJECT WITHIN THE PAST 5 YEARS. ☐ N/A

4. WITHIN THE PAST FIVE (5) YEARS, HAS THE GRANTEE, ANY PRINCIPAL, OWNER, DIRECTOR, OFFICER, MAJOR STOCKHOLDER (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), RELATED COMPANY OR AFFILIATE BEEN THE SUBJECT OF ANY OF THE FOLLOWING:

(a) A JUDGMENT OR CONVICTION FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT LAW? ☐ YES ☐ NO

(b) BEEN SUSPENDED, DEBARRED OR TERMINATED BY A LOCAL, STATE OR FEDERAL AUTHORITY IN CONNECTION WITH A CONTRACT OR CONTRACTING PROCESS? ☐ YES ☐ NO

(c) BEEN DENIED AN AWARD OF A LOCAL, STATE OR FEDERAL GOVERNMENT CONTRACT, HAD A CONTRACT SUSPENDED OR HAD A CONTRACT TERMINATED FOR NON-RESPONSIBILITY? ☐ YES ☐ NO

(d) HAD A LOCAL, STATE, OR FEDERAL GOVERNMENT CONTRACT SUSPENDED OR TERMINATED FOR CAUSE PRIOR TO THE COMPLETION OF THE TERM OF THE CONTRACT? ☐ YES ☐ NO

(e) A CRIMINAL INVESTIGATION OR INDICTMENT FOR ANY BUSINESS RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL GOVERNMENT? ☐ YES ☐ NO

(f) AN INVESTIGATION FOR A CIVIL VIOLATION FOR ANY BUSINESS RELATED CONDUCT BY ANY FEDERAL, STATE OR LOCAL AGENCY? ☐ YES ☐ NO

- (g) AN UNSATISFIED JUDGMENT, INJUNCTION OR LIEN FOR ANY BUSINESS RELATED CONDUCT OBTAINED BY ANY FEDERAL STATE OR LOCAL GOVERNMENT AGENCY INCLUDING, BUT NOT LIMITED TO, JUDGMENTS BASED ON TAXES OWED AND FINES AND PENALTIES ASSESSED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENT AGENCY? ☐ YES ☐ NO
- (h) A GRANT OF IMMUNITY FOR ANY BUSINESS-RELATED CONDUCT CONSTITUTING A CRIME UNDER FEDERAL, STATE OR LOCAL LAW INCLUDING, BUT NOT LIMITED TO ANY CRIME RELATED TO TRUTHFULNESS AND/OR BUSINESS CONDUCT? ☐ YES ☐ NO
- (i) AN ADMINISTRATIVE PROCEEDING OR CIVIL ACTION SEEKING SPECIFIC PERFORMANCE OR RESTITUTION IN CONNECTION WITH ANY FEDERAL, STATE OR LOCAL CONTRACT OR LEASE? ☐ YES ☐ NO
- (j) THE WITHDRAWAL, TERMINATION OR SUSPENSION OF ANY GRANT OR OTHER FINANCIAL SUPPORT BY ANY FEDERAL, STATE, OR LOCAL AGENCY, ORGANIZATION OR FOUNDATION? ☐ YES ☐ NO
- (k) A SUSPENSION OR REVOCATION OF ANY BUSINESS OR PROFESSIONAL LICENSE HELD BY THE GRANTEE, A CURRENT OR FORMER PRINCIPAL, DIRECTOR, OR OFFICER OF THE GRANTEE, OR ANY MEMBER OF THE ANY CURRENT OR FORMER STAFF OF THE GRANTEE? ☐ YES ☐ NO
- (l) A SANCTION IMPOSED AS A RESULT OF JUDICIAL OR ADMINISTRATIVE PROCEEDINGS RELATIVE TO ANY BUSINESS OR PROFESSIONAL LICENSE? ☐ YES ☐ NO
- (m) A CONSENT ORDER WITH THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, OR A FEDERAL, STATE OR LOCAL GOVERNMENT ENFORCEMENT DETERMINATION INVOLVING A VIOLATION OF FEDERAL, STATE OR LOCAL LAWS? ☐ YES ☐ NO
- (n) A CITATION, NOTICE, VIOLATION ORDER, PENDING ADMINISTRATIVE HEARING OR PROCEEDING OR DETERMINATION FOR VIOLATIONS OF:
- FEDERAL, STATE OR LOCAL HEALTH LAWS, RULES OR REGULATIONS ☐ YES ☐ NO
  - UNEMPLOYMENT INSURANCE OR WORKERS' COMPENSATION ☐ YES ☐ NO
  - COVERAGE OR CLAIM REQUIREMENTS ☐ YES ☐ NO
  - ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT) ☐ YES ☐ NO
  - FEDERAL, STATE OR LOCAL HUMAN RIGHTS LAWS ☐ YES ☐ NO
  - FEDERAL INS (IMMIGRATION AND NATURALIZATION SERVICE) AND ALLIANCE LAWS, SHERMAN ACT OR OTHER FEDERAL ANTI-TRUST LAWS ☐ YES ☐ NO
  - A FEDERAL, STATE, OR LOCAL DETERMINATION OF A WILLFUL VIOLATION OF ANY PUBLIC WORKS OR LABOR LAW OR REGULATION? ☐ YES ☐ NO
  - AN OCCUPATIONAL SAFETY AND HEALTH ACT CITATION AND NOTIFICATION OF PENALTY CONTAINING A VIOLATION CLASSIFIED AS SERIOUS OR WILLFUL? ☐ YES ☐ NO

FOR EACH YES ANSWER TO QUESTIONS 4 A-N, PROVIDE DETAILS ON ADDITIONAL SHEETS REGARDING THE FINDING, INCLUDING BUT NOT LIMITED TO CAUSE, CURRENT STATUS, RESOLUTION, ETC.



5. DURING THE PAST THREE (3) YEARS, HAS THE GRANTEE FAILED TO:

- (a-1) FILE ANY RETURNS, INCLUDING, IF APPLICABLE, FEDERAL FORM 990, WITH ANY FEDERAL, STATE OR LOCAL GOVERNMENT ENTITY? ☐ YES ☐ NO

IF YES, IDENTIFY THE RETURN THAT WAS NOT FILED, THE TYPE OF FORM, THE YEAR(S) IN WHICH THE REQUIRED RETURN WAS NOT FILED, AND THE REASON WHY THE RETURN WAS NOT FILED: \_\_\_\_\_

- (a-2) PAY ANY APPLICABLE FEDERAL, STATE, OR LOCAL GOVERNMENT TAXES? ☐ YES ☐ NO

IF YES, IDENTIFY THE TAXING JURISDICTION, TYPE OF TAX, LIABILITY YEAR(S) AND TAX LIABILITY AMOUNT THE GRANTEE FAILED TO PAY AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

- (b) FILE RETURNS OR PAY NEW YORK STATE UNEMPLOYMENT INSURANCE? ☐ YES ☐ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE/PAY THE INSURANCE AND THE CURRENT STATUS OF THE LIABILITY: \_\_\_\_\_

- (c) FILE DOCUMENTATION REQUESTED BY ANY REGULATING ENTITY SET FORTH IN SECTION III, QUESTION 1 ABOVE, WITH THE ATTORNEY GENERAL OF THE STATE OF NEW YORK OR WITH ANY OTHER LOCAL, STATE, OR FEDERAL ENTITY THAT HAS MADE A FORMAL REQUEST FOR INFORMATION? ☐ YES ☐ NO

IF YES, INDICATE THE YEARS THE GRANTEE FAILED TO FILE THE REQUESTED INFORMATION AND THE CURRENT STATUS OF THE MATTER: \_\_\_\_\_

6. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE GRANTEE, RELATED ORGANIZATIONS, ENTITIES OR ITS AFFILIATES, REGARDLESS OF THE DATE OF FILING? ☐ YES ☐ NO

IF YES, INDICATE IF THIS IS APPLICABLE TO THE SUBMITTING GRANTEE OR ONE OF ITS AFFILIATES:

IF IT IS AN AFFILIATE, RELATED ORGANIZATION OR ENTITY, INCLUDE THE AFFILIATE'S NAME AND FEIN: \_\_\_\_\_

PROVIDE THE COURT NAME, ADDRESS AND DOCKET NUMBER: \_\_\_\_\_

INDICATE IF THE PROCEEDINGS HAVE BEEN INITIATED, REMAIN PENDING OR HAVE BEEN CLOSED: \_\_\_\_\_

IF CLOSED, PROVIDE THE DATE CLOSED: \_\_\_\_\_

7. DOES GRANTEE HAVE THE FINANCIAL RESOURCES (IN EXCESS OF THE GRANT) TO FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET? ☐ YES ☐ NO ☐ N/A, PROJECT IS FULLY FUNDED BY GRANT.

IF YES, PLEASE SET FORTH ON A SEPARATE DOCUMENT ATTACHED HERETO THE SOURCE(S) OF THE ADDITIONAL FUNDS NECESSARY TO COMPLETE THE PROJECT, THE TIMING OF THE AVAILABILITY OF THE FUNDING, AND A CONTACT PERSON FOR EACH SOURCE. PLEASE BE ADVISED THAT DASNY MAY CONTACT ONE OR MORE OF THE LISTED SOURCES TO VERIFY FUNDING AVAILABILITY.

IF NO, INDICATE HOW THE GRANTEE WILL FULFILL THE REQUIREMENTS OF THE PROJECT DESCRIBED IN THE PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET AND THE TERMS OF THE GRANT DISBURSEMENT AGREEMENT.

## CERTIFICATION

THE GRANTEE CERTIFIES THAT ALL FUNDS THAT WILL BE EXPENDED PURSUANT TO THE TERMS OF THE GDA TO BE ENTERED INTO BETWEEN DASNY AND THE GRANTEE ARE TO BE USED SOLELY AND DIRECTLY FOR THE PUBLIC PURPOSE OR PUBLIC PURPOSES DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET AND GDA. THE GRANTEE FURTHER CERTIFIES THAT ALL SUCH FUNDS WILL BE USED SOLELY IN THE MANNER DESCRIBED IN THE PRELIMINARY APPLICATION, PROJECT INFORMATION SHEET, AND GDA. THE GRANTEE FURTHER CERTIFIES THAT IT WILL UTILIZE THE REAL PROPERTY, EQUIPMENT, FURNISHINGS, AND OTHER CAPITAL COSTS PAID FOR WITH GRANT PROCEEDS UNTIL SUCH TIME AS THE GRANTEE REASONABLY DETERMINES THAT SUCH REAL PROPERTY, EQUIPMENT, FURNISHINGS AND OTHER CAPITAL COSTS ARE NO LONGER REASONABLY NECESSARY OR USEFUL TO FURTHER THE PUBLIC PURPOSE FOR WHICH THE GRANT WAS MADE.

THE UNDERSIGNED RECOGNIZES THAT THIS QUESTIONNAIRE IS SUBMITTED FOR THE EXPRESS PURPOSE OF INDUCING DASNY TO MAKE PAYMENT TO THE GRANTEE FOR SERVICES RENDERED BY THE UNDERSIGNED AND THAT DASNY MAY IN ITS DISCRETION, BY MEANS WHICH IT MAY CHOOSE, DETERMINE THE TRUTH AND ACCURACY OF ALL STATEMENTS MADE HEREIN. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT INTENTIONAL SUBMISSION OF FALSE OR MISLEADING INFORMATION MAY CONSTITUTE A FELONY UNDER PENAL LAW SECTION 210.40 OR A MISDEMEANOR UNDER PENAL LAW SECTION 210.35 OR SECTION 210.45, AND MAY ALSO BE PUNISHABLE BY A FINE OF UP TO \$10,000 OR IMPRISONMENT OF UP TO FIVE YEARS UNDER 18 U.S.C. SECTION 1001; AND STATES THAT THE INFORMATION SUBMITTED IN THIS QUESTIONNAIRE AND ANY ATTACHED PAGES IS TRUE, ACCURATE AND COMPLETE.

THE UNDERSIGNED ALSO CERTIFIES THAT S/HE HAS NOT ENTERED THE CONTENT OF THE QUESTIONS IN THE QUESTIONNAIRE IN ANY MANNER; HAS READ AND UNDERSTANDS ALL OF THE ITEMS CONTAINED IN THE QUESTIONNAIRE AND ANY ATTACHED PAGES; HAS SUPPLIED FULL AND COMPLETE RESPONSES TO EACH ITEM THEREIN TO THE BEST OF HIS/HER KNOWLEDGE, INFORMATION AND BELIEF; IS KNOWLEDGEABLE ABOUT THE SUBMITTING GRANTEE'S BUSINESS AND OPERATIONS; UNDERSTANDS THAT DASNY WILL RELY ON THE INFORMATION SUPPLIED IN THIS QUESTIONNAIRE WHEN ENTERING INTO A CONTRACT WITH THE GRANTEE; AND IS UNDER DUTY TO NOTIFY DASNY OF ANY MATERIAL CHANGES TO THE GRANTEE'S RESPONSES HEREIN UNTIL SUCH TIME AS THE GRANT PROCEEDS HAVE BEEN FULLY PAID OUT TO GRANTEE.

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

\_\_\_\_\_  
Signature of Chair of the Board of Grantee  
(or other Authorized Officer)

\_\_\_\_\_  
Printed Name of Authorized Officer

\_\_\_\_\_  
Print Name of Chair of the Board of Grantee  
(or other Authorized Officer)

\_\_\_\_\_  
Title of Authorized Officer

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 201\_\_.

Sworn to before me this \_\_\_\_ day  
of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

## AFFIDAVIT OF NO CHANGE

Note: If you have previously submitted a Grantee Questionnaire in the past six (6) months and there are no changes since your last submission, please sign and notarize this Affidavit of No Change Form and submit it along with your most recent copy of the previously submitted Grantee Questionnaire.

If you have never filled out a Grantee Questionnaire you do not have to complete this form.

**DASNY**

GRANTEE:

The undersigned, being duly sworn, deposes and says:

1. I am an officer of \_\_\_\_\_

\_\_\_\_\_ hereinafter the "Grantee"),  
which is currently entering in a Grant Disbursement Agreement with DASNY.

2. Grantee previously submitted a DASNY Grantee Questionnaire within the past six  
months notarized by the Grantee on \_\_\_\_\_ in connection with the  
\_\_\_\_\_ (Grant Program) for  
\_\_\_\_\_ (Project).

3. Attached is an accurate and true copy of such previously submitted DASNY Grantee  
Questionnaire.

4. I hereby certify that there has been no material change in the information pertaining to  
the Grantee Questionnaire:

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

Sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
Notary Public

## EXHIBIT D: Disbursement Terms

«LegalOrganizationName»

«ProjectDesc»

Project ID «ProjectID»

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

### Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the budget in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement or by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation do NOT qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved project location(s) and/or items received at the approved project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

## EXHIBIT E: Payment Requisition Form and Dual Certification

«LegalOrganizationName»

«ProjectDesc»

Project ID «ProjectID»

### For Office Use Only:

FMS#: \_\_\_\_\_

GranteeID: «GranteeID»

GrantID: «GrantID»

Payment Request # \_\_\_\_\_

For work completed between \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### THIS REQUEST:

A: TASK #*	B: DASNY SHARE*	C: THIS REQUEST	D: TOTAL REQUESTED PRIOR TO THIS REQUEST	E: B-C-D BALANCE
TOTAL:				

- \* Please note that the task numbers and DASNY Share amounts set forth in columns A and B respectively must correspond to the tasks and DASNY Share amounts set forth in Exhibit A. When submitting a requisition for payment, please remember that DASNY can reimburse you for capital expenditures made by and invoiced to the Grantee set forth on the cover page of this Agreement only. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of a «GrantTypeDesc» facility.

DASNY may not reimburse Grantees or make payments on invoice for costs including, but not limited to, the following: working capital, rent, utilities, salaries, supplies and other administrative expenses.

## EXHIBIT E: Payment Requisition Form and Dual Certification

### DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the «LegalOrganizationName», for Project # «ProjectID».

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request # \_\_\_\_\_ attached hereto in the amount of \$ \_\_\_\_\_ for which «LegalOrganizationName», is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and «LegalOrganizationName» (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of «LegalOrganizationName». The tasks have been completed in the manner outlined in the Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**
  - ☐ Readable copies of both front and back of canceled checks.
  - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
  - ☐ Copies of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
  - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
  - ☐ Other:

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

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

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

**EXHIBIT E-I: Payment Requisition Cover Letter**  
**ON GRANTEE'S LETTERHEAD**

Date \_\_\_\_\_

Attention: Accounts Payable - Grants  
DASNY  
515 Broadway  
Albany, New York 12207

Re: «GrantTypeDesc» («GrantTypeName») Grant  
«ProjectDesc»  
Project No. «ProjectID»

To Whom it May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
<b>OR</b>		
2)	<input type="checkbox"/>	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____
<b>OR</b>		
3)	<input type="checkbox"/>	We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a <b>segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.</b> The wire instructions for this account are as follows: BANK NAME: _____ ACCOUNT #: _____ ACCOUNT NAME: _____ ABA #: _____

If any further information is needed, please contact me at ( ) \_\_\_\_\_.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

## EXHIBIT E-2: Payment Requisition Back-up Summary

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and subtotaled by task #. Please use additional sheets if necessary.

Task #:  Task Description:

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for Task:			(Transfer to Exhibit E)

Task #:  Task Description:

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)

Task #:  Task Description:

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested for task:			(Transfer to Exhibit E)



## EXHIBIT F

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

- 1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:
  - a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
  - b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.
- 2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project, and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.
- 3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.
- 4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

### NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

#### Affirmative Action

Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

**Affirmative Action Officer (“AAO”)**

Shall mean DASNY’s Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

**Contracting Party**

Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of \$1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

**Minority Business Enterprise (“MBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a least fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing; (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

**Minority Group Member**

Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

**Minority and Women-Owned Business Enterprise Participation**

Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

- (a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;
- (b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women’s trade associations;
- (c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;
- (d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;
- (e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;
- (f) Encouraging the formation of join ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and
- (g) The Contracting Party shall remit payment in a timely fashion.

**Women-owned Business Enterprise (“WBE”)**

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

DRAFT - NOT FOR SIGNATURE