



Grant Request for Proposals – Racehorse Aftercare

Request for Proposal

The Minnesota Racing Commission is soliciting proposals from possible grantees for grant funds for facilities that provide racehorse aftercare. The deadline for grant applications is May 1, 2025; however, any organization that intends to submit a grant application must notify the Commission of its intent to do so by April 15, 2025.

Definition of Aftercare:

Aftercare is the care, retraining, and rehoming of a racehorse once the horse leaves the racetrack. An aftercare organization is an organization whose mission is provide rehabilitation, retraining, sanctuary and/or adoption of a racehorse. The organization adopts out horses using a set of criteria to ensure the best possible home is chosen for the transitioning racehorse, performs a background check of the individual, boarding facility (if applicable), and references. The organization has a rehoming policy succession plan, disaster preparedness plan, and other policies.

Definition of Eligibility: An applicant must provide aftercare for eligible horses. Eligible horses are defined as Thoroughbred, Standardbred, and Quarter Horses who are Minnesota-bred and Minnesota-raced race horses of any breed, age, or status, as well as broodmares enrolled in the Minnesota Breeders' Trust.

Grant Overview

Thank you for your interest in applying for racehorse aftercare funds provided by the Minnesota Racing Commission (MRC). The MRC is dedicated to preserving and protecting the quality of life of racehorses once their racing careers have ended and assisting with finding a safe and productive post-racing career. The MRC allocates all racing-related to money from fines to a special revenue fund dedicated exclusively to the aftercare of a retired racehorse. There is also some funding available from the Advanced Deposit Wagering (ADW) Breeders Fund fees account. The limited funds available dictate that the MRC reserve these funds for horses that have participated at racetracks in Minnesota or horses registered in the Minnesota Bred Breeders Fund program.

Funding Availability

The MRC will award grants in a total dollar amount of up to \$160,000, and up to a maximum of up to ten applicants, to fund racehorse aftercare. Limited funds will be set aside for special circumstances relating to equine injury for medical care and treatment and used as determined by the Minnesota Racing Commission Chief Veterinarian. The grants requested will only be considered for organizations with a need for at least \$5,000, but the amount granted can be more based on the applicant's qualifications and stated use of the funds. The amount of grants awarded by the MRC will depend on the number of applications received and the qualifications of the applicants.

Funding will be allocated by a competitive process. Qualifying applications will be reviewed by the MRC Racehorse Aftercare Committee and industry specialists with knowledge as it pertains to aftercare. The Grantees' applications will be evaluated to make sure that they meet the minimum requirements listed below and then scored according to the point scale outlined in "Selection Criteria and Weight", section below. The MRC expects to announce selected grantees in July, 2025. If selected, a grantee may only incur eligible expenditures after the grant contract agreement is fully executed and the grant has reached its effective date.



Minimum Requirements:

Applicants must meet the minimum requirements to be fully considered for an MRC racehorse aftercare grant. Applicants must:

- Be a current 501(c)(3) charitable organization or in the process of forming a 501(c)(3) organization and has provided information on the organization's governing board.
- Be currently accepting into your care and re-homing, rehabilitating, or retraining Thoroughbred, Quarter Horses or Standardbreds that have trained or raced at an MRC licensed racetrack within the last 3 years or broodmares registered in the Minnesota Bred Breeders Fund program.
- Provide official identifying information on the horses in your care that have been re-homed, rehabilitated, or retrained including: registered name, tattoo, microchip number, or other identifying features, date taken into your organization's care and exit date if applicable.
- Provide a detailed spreadsheet on how funds will be used, such as feed, bedding, veterinary care, farrier work, fencing, and facilities.
- Complete the attached application and providing all items on the checklist (Exhibit A)

These requirements must be met by every applicant in order to be considered.

Priorities

The primary goal of this funding is to provide Minnesota's racehorses a future after the end of their racing career and to support the organizations ensuring that transition. Priority will be given to aftercare organizations located within the State of Minnesota and organizations that are rehoming horses that have recently (within the last three years) raced or trained at a track in Minnesota or broodmares registered in the Minnesota Bred Breeders Fund program.

It is the policy of the State of Minnesota to ensure fairness, precision, equity and consistency in competitive grant awards. This includes implementing diversity and inclusion in grant-making. [Policy 08-02](#), establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities.

This grant will serve:

- Not-for-profit providers of Racehorse Aftercare organizations of retired Minnesota racing or training horses or broodmares.

Grant outcomes will:

- Make rehoming and repurposing retired racehorses more economically viable for non-profits.
- Encourage more organizations to participate in racehorse aftercare.
- Raise awareness in all communities about Minnesota Racing and equine athletes.
- Provide diverse populations access to experiences with retired racehorses
- Provide needed goods and services for Racehorse aftercare organizations such as feed, bedding, veterinary care, farrier work, fencing, and facilities improvement.

Eligibility: All applicants should meet the "Minimum Requirements", as defined above, in the section titled "Minimum Requirements".

Competitive Priorities

Grant applicants with recently raced or trained Minnesota horses or broodmares that are actively retraining, rehabilitating or rehoming them will receive preference.

**Collaboration**

No multi-organization collaboration is allowed.

Selection Criteria and Weight

The MRC is in need of services to assist in the adoption, repurposing and retirement of horses that have raced in Minnesota. The MRC is authorized to use funds from the ADW Breeders Fund Fees account (G05ADWB) and the Fines, adopt retire and repurpose fund (GO5RARR) under Minn. Stat. §240.131 subd. 7(b) and Minn. Stat. § 240.22. The MRC is empowered to enter into these grants under the same provisions and is committed to diversity in grant making.



Table of points:

Only those responses found to have met the minimum requirements defined above, will be scored, as follows:

The MRC Racehorse Aftercare committee will review each application on a 100-point scale.

The factors and weighting on which responses will be evaluated are:

1. Existing Organizational Infrastructure **30 points**
 - Conditional Use Permit showing maximum number of horses on acreage.
 - Indoor and outdoor shelter for horses
 - Fenced paddock and pasture adequate for number of horses
 - Fresh water sources
 - Feeding program
 - Isolation area
 - Applicant's ability to administer the grant.
 - Officers and Staff
 - Geographic Location
 - Financial management capacity – accounting, timekeeping, funds management
2. Current Horse Inventory **15 points**
 - Completion of horse inventory sheet
 - Number of Minnesota horses in the Breeder's Fund Program
 - Number of Minnesota raced or trained horses
 - Number of adoptable/retrainable horses
 - Number of non-adoptable horses
 - Number of recovering horses
3. Horse History **15 points**
 - Number of horses rehomed in last 3 years clearly identifying those rehomed in the past 12 months.
 - Grantee's need and program sustainability
4. Professional Services **5 points**
 - Veterinarians
 - Farriers
5. Equine Care Policies **15 points**
 - Deworming policy
 - Disaster Preparedness plan or policy
 - Euthanasia or deceased horse policy
 - Farrier/foot care policy
 - Isolation policy
 - Return to Organization policy
 - Stallion Castration
 - Succession Policy
 - Vaccination policy
6. Cost Detail **10 points**
 - Specific plans for funds received.
 - Amount of funds requested as standalone and percent of total budget.
 - Project approach
7. Marketing and Outreach **10 points**
100 points
8. Preference Points for diverse applicants **12 points** (in addition to 100 available)



Financial Review Process

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher.

In order to comply with [Policy 08-06](#), Financial Review of Nongovernmental Organizations, please submit one of the following documents with your application, based on the following criteria:

- a. Grant applicants with annual income of under \$50,000, or who have not been in existence long enough to have a completed IRS Form 990 or audit should submit their most recent board-reviewed financial statements.
- b. Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 should submit their most recent IRS Form 990.
- c. Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Questions:

- d. Questions may be submitted by email to Lynette Podritz at Lynette.podritz@state.mn.us.
- e. [All questions received along with answers will be posted within two business days on the Minnesota Racing Commission website.](#)
- f. Please submit questions no later than 2:00 p.m. Central Time, on April 15, 2025.

Application Content

Applicants must submit the following for the application to be considered complete:

- g. Exhibit A Annual Request for Racehorse Aftercare Funds with required attachments:
 - i. IRS Exemption Letter
 - ii. IRS form 990 (if applicable)
 - iii. Conditional Use Permit
 - iv. Organizational mission & vision statements
 - v. Current photos of the barns, stalls, outdoor shelters, paddocks and pastures,
 - vi. Facility lease/or board agreement (if applicable)
 - vii. Succession plan
 - viii. Annual Report (if available)
 - ix. List of Board Members and Officers with affiliations
 - x. List by year for the past three years of the horses taken into the Organization with horses taken in the past 12 months clearly identified.
 - xi. List by year for past 3 years of names of horses re-homed/adopted, returned, permanently retired to the Organization and euthanized or died. Horses in the past 12 months should be clearly identified.
 - xii. Completed Horse Inventory Form
 - xiii. Castration policy
 - xiv. Disaster preparedness plan or policy
 - xv. Deworming policy
 - xvi. Euthanasia or deceased horse policy
 - xvii. Farrier care policy
 - xviii. Isolation policy
 - xix. Return of Horse to Organization policy
 - xx. Vaccination policy
- h. Exhibit B Racehorse Aftercare Affidavit of non-collusion



- i. *If the grant applicant is a nongovernmental organizations, please submit the applicable financial statements as required in [Policy 08-06](#)
- j. [Review of organizations website and social media content.](#)

Please do not submit any other materials. Unrequested materials will not be reviewed.

Application Submission:

All applications must be received no later than 2:00 p.m. Central Time, on May 1, 2025. Late applications will not be considered. The applicant will incur all costs incurred in applying to this RFP.

Applications may be submitted electronically by email to the email address listed below:

Minnesota Racing Commission
 Email: Lynette.podritz@state.mn.us

Review Process and Timeline

The review committee will evaluate all eligible and complete applications received by the deadline. The Racing Commission will review all committee recommendations and is responsible for award decisions. *The award decisions of the Minnesota Racing Commission are final and not subject to appeal.*

Questions due no later than 2:00 pm Central Time	4-15-2025
Deadline to notify Commission of intent to apply	4-15-2025
Applications due no later than 2:00 pm Central time	5-1-2025
Committee begins review of applications	6-1-2025
Committee recommendations submitted to commission for review	6-30-2025
Selected grantees announced; grant agreement negotiations begin	7-21-2025
Work plans approved and grant begins	8-01-2025

Conflicts of Interest

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per [Minn. Stat. §16B.98 Subd. 2-3](#) and [08-01 Conflict of Interest in State Grant-Making Policy effective date 1/1/21.](#)

Organizational conflicts of interest occur when:

- k. a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the agency due to competing duties or loyalties
- l. a grantee’s or applicant’s objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to, revising the grant work plan or grantee duties to mitigate the risk, requesting the grant applicant to submit an organizational conflict of interest mitigation plan, disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.



Public Data

Per [Minn. Stat. § 13.599](#)

- m. Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- n. All remaining data in proposal responses (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.
- o. All data created or maintained by the MRC as part of the evaluation process (except trade secret data as defined and classified in [§13.37](#)) will be public data after the evaluation process is completed. For the purposes of this grant, when all grant contract agreements have been fully executed.

Grant Provisions

The grant funds must be used consistently with the purpose of these grants. This includes but is not limited to expenses such as: feed, bedding, veterinary care, farrier work, fencing, and improvement to the facilities of Racehorse Aftercare non-profit organizations. Expenses must be consistent with Minn. Stat. §240.131 subd. 7(b). and Minn. Stat. § 240.22

Ineligible expenses include but are not limited to:

- p. Fundraising
- q. Taxes, except sales tax on goods and services
- r. Lobbyists, political contributions
- s. Bad debts, late payment fees, finance charges, or contingency funds
- t. Parking or traffic violations
- u. Out of state transportation and travel expenses. Minnesota will be considered the home state for determining whether travel is out of state.

Accountability and Reporting

The grantee will provide written documentation at the end of the grant period on how awarded grant funds were used.

Grant Payments

Per [Policy 08-08](#) reimbursement is the preferred method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless MRC has given the grantee a written extension.



Grant Monitoring

[Minn. Stat. §16B.97](#) and [Policy 08-10](#) Grant Monitoring require the following:

- v. One monitoring visit during the grant period on all state grants of \$50,000 and higher
- w. Annual monitoring visits during the grant period on all grants of \$250,000 and higher
- x. Conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants of \$50,000 and higher. For this purpose, the grantee must make expense receipts, employee timesheets, invoices, and any other supporting documents available upon request by the State.

The monitoring schedule will be: There will be a single visit from MRC staff after providing the grantee at least 24 hours' notice in writing. If the MRC staff deems additional visits are necessary after the first visit, they may do so with at least 24 hours written notice. Written notices may be delivered electronically.

Grantee Bidding Requirements

Any grant-funded services and/or materials that are expected to cost:

- i. \$100,000 or more must undergo a formal notice and bidding process.
- ii. Between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids, or may be awarded to a targeted vendor.
- iii. Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids.

For grant-funded projects that include construction work of \$25,000 or more, prevailing wage rules apply per; [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>



Audits

Per [Minn. Stat. §16B.98](#) Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. [Minn. Stat. §363A.02](#). The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part [5000.3500](#)

- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Voter Registration Requirement:

The grantee will comply with [Minn. Stat. §201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

Contact Information: For more information about this RFP, contact:

Minnesota Racing Commission

Email: lynette.podritz@state.mn.us

Fax: 651-925-3953



Attachments

- y. Exhibit A Racehorse Aftercare Grant Application Project Description
- z. Exhibit B Racehorse Aftercare Grant Affidavit of non-collusion
- aa. Exhibit C Grant contract agreement template for Racehorse Aftercare Grant



Annual Request for Racehorse Aftercare Funds

Date of Application: _____

Section 1: Organization Information

Name of Organization	Legal name, if different
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Physical Address	City, State, Zip	Employer Identification Number (EIN)
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Phone	Fax	Website
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Name of President/ Exec Dir.	Title	Phone	E-mail
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Name of contact person regarding this application	Title	Phone	E-mail
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Name of contact person regarding this application (who will act as the Grantee Authorized Representative)	Phone	E-mail
Title		

Is your organization an IRS 501(c)(3) not-for-profit? Yes No

If yes please include your organization's IRS exemption letter

Do any state, federal or other accrediting bodies accredit your organization? If yes provide details _____ Yes _____ No

Please attach your organization's vision and mission statements.

Total number of full-time employees:

Total number of part-time employees:

Total number of Board Members:

Total Number of Volunteers:



RACING COMMISSION

Annual Request for Racehorse Aftercare Funds

Section 2: Budget

Total annual organization budget: \$

Dollar amount requested : \$

Dollar amount requested as a percentage of total budget %

Current Year Estimated Expenditures: \$

Previous Year Actual Expenditures: \$

List your organization's major sources of funding, both current and past by year for the last 5 years or less (if applicable):

List each grant you received within the past 24 months, including amount, purpose, and granting agency:



Annual Request for Racehorse Aftercare Funds

Section 3: Proposal Information

Narrative: (Include the funding amount you are requesting)

Please describe the purpose of the funding request, including a specific description of how funds will be used and how many horses will be helped by the funds. Include details such as photos and estimated costs of any items being purchased with the funds. Please attach additional page(s) as needed.

Section 4: Equine Information

Please complete the horse inventory spreadsheet and answer the questions below.

Total number of horses currently cared for at your organization:

Number of horses (by breed) taken in by your organization in the last **three (3) years**.

Total number of Minnesota-**raced or trained** horses:

Number of Minnesota horses in the Breeder's Fund Program:

Current number of **adoptable/suitable for retraining** horses:

Current number of **permanent resident/non-adoptable**:

Current number of **recovering** horses:

Clearly identify those taken in within the past 12 months.

Thoroughbred: **Quarter Horse:** **Standardbred:** **Other:**

Number re-homed/adopted in the past 3 years, clearly identifying those in the past 12 months.



Annual Request for Racehorse Aftercare Funds

Number of horses retrained (this means trained under saddle or in harness) in the 12 months:

Number returned to you in the past 12 months:

Number permanently retired to the organization in the past 12 months:

Number euthanized or died in the past 12 months:



RACING COMMISSION **Annual Request for Racehorse Aftercare Funds**

Breed specific questions:

Standardbreds

1. What are the types of injuries and or behavioral issues seen in retiring Standardbreds this year?
2. Have you applied for any grants or financial support from organizations supporting the Standardbred breed such as the Standardbred Transition Alliance and Support Our Standardbreds?
3. Please detail the specific programs and/or marketing efforts for Standardbreds in your program.

Quarter Horses

1. What are the types of injuries and or behavioral issues seen in retiring Quarter Horses this year?
2. What disciplines does your organization retrain racing Quarter Horses for?
3. Please detail the specific programs and/or marketing efforts for Quarter Horses in your program.



**Section 5: Facility
Information**

Property Description:

Please include a description of the property and include **CURRENT** photos of the facility used for the horses listed in the funding request. Please also include answers to the following questions in your response. **Please include this information as an attachment.**

What is the maximum capacity of horses allowed on the property per the conditional use permit (if applicable)?

What is the total available acreage to which horses have access? Please include acreage for horse use only, not total acreage.

Describe number and type of paddocks/pastures/holding enclosures (size and material used):

Do you (check all that apply): Own Facility Lease Facility Use Foster Homes

- **If leasing, provide a copy of the lease and/or boarding agreement.**

If you utilize foster homes, how many homes do you have?

Where are the foster homes located? Include the complete address and provide this information as an attachment.



RACING COMMISSION

Annual Request for Racehorse Aftercare Funds

Describe the available sources of shelter for horses at the facility:

Describe the available sources of fresh water for horses at the facility:

Describe your feeding program (hay, pasture, grain etc.):

Section 6: Equine Care

Do you have written plans for the following and if yes, please attach where applicable

Castration plan yes no

Condition Use Permit yes no

Deworming yes no

Disaster Preparedness (e.g.. fire, loose horse, tornado) yes no

Euthanasia or death of a horse in your care yes no

Farrier or foot care yes no

Isolation of newly arrived or ill horses yes no

Return to organization policy yes no

Succession plan (in case of death or unforeseen circumstances whereby the organization can no longer operate?) yes no

Vaccination policy yes no



Annual Request for Racehorse Aftercare Funds

Please list the names and contact information for the following:

Veterinarians that treat horses at your facility:

Name: _____ Phone: _____ Email: _____

Malpractice Insurance Current? Yes No

Name: _____ Phone: _____ Email: _____

Malpractice Insurance Current? Yes No

Farriers that provide services at your facility:

Name: _____ Phone: _____

Name: _____ Phone: _____

Section 7: Attachments

Please ensure you have attached the following requested items:

- *If the grant applicant is a nongovernmental organizations, please submit the applicable financial statements as required in [Policy 08-06](#)
- IRS Exemption Letter
- Organization vision and mission statements
- Annual Report (if available)
- List of Board Members and Officers with Affiliations

- Current photos of the facility
- Facility lease/or board agreement (if applicable)
- Locations of foster homes (if, applicable)

- Policies for castration, disaster preparedness, deworming, euthanasia or death of a horse, farrier care, isolation of newly arrived or sick horses, return to facility, succession and vaccination.

- List, including the names, of horses re-homed/adopted, returned, permanently retired to the Organization and euthanized over the past 3 years. Horses within the past 12 months should be specifically identified.
- List of horses taken in by the Organization within the past 3 years with



RACING COMMISSION Annual Request for Racehorse Aftercare Funds

horses arriving within the past 12 months specifically identified.

- Horse inventory sheet

Section 8: Outreach

Please provide your website address:

If you have social media such as Facebook, Twitter, Instagram, LinkedIn, Tiktok, or others, please list their handles:

Please detail your organization's communication efforts such as flyers, brochures, text messages, or email blasts.

Please provide your organization's calendar of events and events plan.

Do you offer any community outreach and/or education programs? If so, please explain.

Annual Request for Racehorse Aftercare Funds

Section 9: Authorization

I hereby verify that the information provided is accurate to the best of my knowledge.

Printed Name and title President or Exec. Director:

Signature:

Date:

Exhibit B

Affidavit of Non-collusion

State of Minnesota Request for Proposals

Instructions: Please return your completed form as part of the Response submittal.

I swear (or affirm) under the penalty of perjury:

- 1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation).
2. That the attached proposal submitted in response to the Annual Request for Racehorse Aftercare Request for Proposal has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit fair and open competition.
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals.
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Authorized Signature

Responder's firm name: Click here to enter text.

Print authorized representative name: Click here to enter text. Title: Click here to enter text.

Authorized signature: Date (mm/dd/yyyy): Click here to enter a date.

Notary Public

Subscribed and sworn to before me this:

day of

Notary Public signature

Commission expires (mm/dd/yyyy)

Exhibit C

STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Minnesota Racing Commission. ("STATE") and [GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS] ("GRANTEE").

Recitals

1. Under Minn. Stat. Minn. Stat. § 240.22 and §240.131 subd. 7(b) the State is empowered to enter into this grant contract agreement.
2. The State is in need of racehorse adoption, retirement and repurposing by providing funds to non-profit organizations who agree to provide these benefits to Minnesota racehorses and are otherwise qualified.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 **Effective date:**

[SPELL OUT FULL DATE (e.g., July 1, 2020)], Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 **Expiration date:**

[SPELL OUT FULL DATE (e.g., June 30, 2020)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

- a. Use the funds provided by the State solely for the humane support of racehorse adoption, retirement or repurposing as specifically described in the Annual Request for Funds, which is attached hereto and incorporated into this agreement by reference.
- b. Permit the State or its designees to audit, inspect and review its facilities, operations, or records upon request; and
- c. Provide a detailed report to the State prior to the Expiration date describing how the funds were used to benefit racehorses.

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be paid \$XX,000 upon providing an invoice following final execution of this agreement by all parties.

(b) Unexpended Funds

Grantee must promptly return to the MRC any unexpended funds that have not been accounted for in the final report to the MRC due at expiration of this agreement.

(c) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$ 0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(d) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$XX,000.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

[EXAMPLE: "Upon completion of the services," OR IF THERE ARE SPECIFIC DELIVERABLES, LIST HOW MUCH WILL BE PAID FOR EACH DELIVERABLE. THE STATE DOES NOT PAY MERELY FOR THE PASSAGE OF TIME.]

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:
- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL], or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

10.3 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

- (a) "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.
- (b) "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.
- (c) "Works" means all inventions, improvements, discoveries (whether or not patentable), databases,

computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

- 10.4 **Ownership.** The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.
- 10.5 **Pre-existing Intellectual Property.** Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.
- 10.6 **Obligations.**
- (a) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.
- (b) **Representation.** The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- (c) **Indemnification.** Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature.
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee
e
State's Authorized Representative



