



**MINNESOTA GOVERNOR'S COUNCIL  
ON DEVELOPMENTAL DISABILITIES**

MINNESOTA DEPARTMENT OF ADMINISTRATION

**REQUEST FOR PROPOSALS for  
REPLICATION OF THE  
PARTNERS IN POLICYMAKING® PROGRAM  
AND ALL RELATED ACTIVITIES**

- Date Posted: December 13, 2022
- Responses must be received not later than **5:00 p.m., CST, Tuesday January 17, 2023.**
- Late responses will not be considered
- Also available at the Council's web site: <https://mn.gov/mnddc/council/rfp-grants.html>

**Diversity and Inclusion in Grant-making**

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.

**SPECIAL NOTICE:** This is a request for proposal. It does not obligate the State of Minnesota to award a contract or complete the proposed program, and the State reserves the right to cancel this solicitation if it is considered in its best interest.

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## Solicitation Attachments

- Attachment A: Responder Declarations
- Attachment B: Exceptions to State's Terms and Conditions
- Attachment C: Workforce Certification Form
- Attachment D: Resume(s)
- Attachment E: References Form Template
- Attachment F: Sample Budget Form
- Attachment G: IRS Form 990 or audit report

## Sample Contract

- Exhibit A: Grant Contract Terms

## SECTION 1 – INSTRUCTIONS TO RESPONDERS

Steps for Completing Your Response	Follow the steps below to complete your response to this Solicitation: Step 1: Read the solicitation documents and ask questions, if any Step 2: Write your response Step 3: Submit your response
Incomplete Submittals	A response must be submitted along with any required additional documents. Incomplete responses that materially deviate from the required format and content may be rejected.

### STEP 1 – READ THE SOLICITATION DOCUMENT & ASK QUESTIONS, IF ANY

How to Ask Questions	<p>The contact person for questions or to request an alternate format is:</p> <p>Paul Nevin Minnesota Governor’s Council on Developmental Disabilities <a href="mailto:paul.nevin@state.mn.us">paul.nevin@state.mn.us</a></p> <p>Questions should be emailed to the contact by January 3, 2023. Answers to Questions will be sent to Responders and posted on the Council’s web site: <a href="https://mn.gov/mnddc/council/rfp-grants.html">https://mn.gov/mnddc/council/rfp-grants.html</a>.</p> <p>Other personnel are not authorized to answer questions regarding this Solicitation.</p>
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### STEP 2 – WRITE YOUR RESPONSE

The Proposal Content section is in Section 4. Prepare a written response and supply all requested content. Responses should address the requested information and documents detailed in Section 4. DO NOT INCLUDE Non-Public, Trade Secret data (as defined by Minn. Stat. § 13.37).

**Review, sign, and include the Responder Declarations with your response.**

### STEP 3 –SUBMIT YOUR RESPONSE

Where to Send Your Response	<p>Submit your response to:</p> <p><b>Minnesota Governor’s Council on Developmental Disabilities</b> <a href="mailto:paul.nevin@state.mn.us">paul.nevin@state.mn.us</a></p> <p>Proposals must be received not later than <b>5:00 p.m., Central Time, January 16, 2023.</b></p> <p><b>Late responses will not be considered.</b></p>
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## SECTION 2 – SUMMARY OF SCOPE

### 1. Solicitation Overview and Goals.

This Request for Proposal (RFP) is for Leadership Development - the delivery of Partners in Policymaking® (Partners), a trademarked and copyrighted leadership training program designed for adults with disabilities and parents of children with developmental disabilities, and related activities. The Partners program teaches leadership skills and the process for developing positive partnerships with elected officials and other policymakers who make policy decisions about the services and supports used by people with disabilities and their families.

Funding is provided to the State of Minnesota as authorized under the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (DD Act)(P.L. 106-402). These federal funds are allocated by the Governor's Council on Developmental Disabilities (GCDD).

The current Five Year State Plan for the Minnesota Governor's Council on Developmental Disabilities (GCDD) has been submitted to the Administration for Community Living (ACL), US Department of Health and Human Services for FFYs 2022-2026. The Plan includes the following Goal Statements for Leadership Development:

“Support and promote the development of leadership skills for families of children with developmental disabilities and adults with disabilities as advocates, spokespersons, and members of the larger disability rights movement.

Educate people about rights, self-determination, engagement in public policy advocacy, and learning best practices in the areas of education, technology, housing, employment, and other aspects of community participation.

Provide face to face training, online learning, blended learning, and graduate workshops as a means of reaching people and strengthening personal leadership skills.”

Partners is a competency-based and value-based leadership training program designed for adults with disabilities and parents of children with developmental disabilities. Over an eight-month time period, one weekend session each month and 128 hours of classroom learning, Partners teaches leadership skills, provides best practices information in specific topic areas in the developmental disabilities field, and helps participants develop productive partnerships with elected officials and other policymakers to influence positive public policies and systems change.

The Partners program was created in 1987 by the GCDD. Since that time, the Minnesota Partners program has been funded on an annual basis and most states in the United States have offered Partners or some type of leadership training program, although not necessarily on a regular basis. Partners is also being replicated internationally.

A total of \$210,000 is available for replicating the Partners program in Minnesota, including, but not limited to: speaker fees, travel, hotel and accommodations for participants, facilitation and logistics fees, social media communications, external evaluations, recruitment for the next year's Partners class, maintenance of the Partners database, and a graduate workshop.

## **2. Who Can Apply.**

Proposals can be submitted by any public organization, private for profit business, or private non-profit organization that has 501(c)(3) tax-exempt status from the Internal Revenue Service. Applicants must include a document confirming their status.

Respondents should be experienced in leadership training and development, facilitation skills; have a broad knowledge and understanding of best practices in the developmental disabilities field; and established connections to public officials at county, state, and federal levels of government. Responses will include a plan for increasing the independence, productivity, self-determination, integration and inclusion (IPSI) of people with developmental disabilities and their families in the community.

## **3. Overview of the Partners Program Components**

Completing a proposal and work plan (as outlined in Section 4 Proposal Content) requires an understanding of the Partners program, its purpose and intent, underlying principles, key business results, and a plan to replicate a quality Partners program based on the model created in Minnesota with all key components; what will be considered in planning, marketing, and carrying out Partners graduate workshops, and all related activities.

**Classroom Program.** The Partners classroom program should offer a variety of learning opportunities for participants; quality resource materials; and presenters with experience and expertise in their respective fields, knowledge of best practices and adult learning styles, and an understanding of the purpose intent of this leadership training program and expected participant results.

**Recruitment.** Partners is designed for adults with disabilities and parents of children with developmental disabilities. The richness of the Partners experience depends in large part on the diversity of each class – all genders; a range of ages; educational and income levels; variety of disabilities; geographic location – urban, suburban, rural; and racial/ethnic and marginalized community representation.

The recruitment and selection processes are critical to obtaining a mix of participants who reflect the diversity of the state and, ultimately, a pool of Partners graduates who are well equipped with the leadership skills to educate and partner effectively with elected officials to achieve systems change. The methods and approaches used to market and promote the Partners program, identifying and evaluating the strengths and weaknesses of each, refining and improving upon what works well, and tapping into new markets will help to generate a large enough number of applications that will result in a diverse class.

**Managing logistics.** Implementation of the Partners classroom program as well as a Partners graduate workshop includes identifying an appropriate facility for meeting space and negotiating all related details (food service, technical equipment, overnight stays, accessibility, etc.), all speaker arrangements including travel and reimbursements, collecting match forms and accounting for match, participant reimbursements, and handling between session communications with participants.

NOTE: Reservations for facility space and hotel rooms for the upcoming Partners Class 41 that will begin in September 2023 will be arranged by the current Partners grantee/contractor.

**Attendance.** Attendance is required at each weekend session. There is an intentional order and sequence to the topics covered, and skills introduced and practiced. Each weekend session builds upon previous sessions; and learning is strengthened, enhanced, and reinforced throughout the program year. Regular attendance is a condition of graduation.

**Participatory learning.** Past experience has shown that a class size of 35 participants offers opportunity for full and active participation of all individuals and the time for everyone to get to know each other. Speakers play an important role in assuring that this happens when they understand and incorporate appropriate and engaging learning methods for adults into their presentations.

**Evaluation.** The Partners program is evaluated internally and externally in a variety of ways:

- A baseline survey is collected prior to the start of the first weekend session to obtain demographic information, current levels of leadership skills and experience, and program expectations. A follow-up survey is conducted six months after the program for each class to determine what changes occurred as a result of the training experience, including IPSII levels. Each year, a longitudinal study is conducted for the three most recent Partners classes to determine the long term benefits of the Partners program.
  - These evaluations are coordinated by an external evaluator. Template forms compliant with federal reporting requirements will be provided to the awarded grantee.
- Each speaker or presenter is evaluated in terms of knowledge gained, usefulness and quality of presentation. Results are reviewed and shared with speakers and used to make program improvements.

**Supplemental resources.** For each weekend session, additional resources that complement and enhance the skills taught and practiced, and knowledge presented are made available online at the grantee's website. Packets of these resource materials are made available for participants who request print copies or don't have Internet access. Resource materials are reviewed for needed updates and accuracy for each Partners class and weekend session.

**Online Learning.** The five online courses described in Section 3 below are intended to supplement, enhance and reinforce the classroom learning for Partners participants, and must be incorporated into the replication of the Partners classroom program.

**Homework.** Each weekend session – 16 hours of classroom learning – provides a great deal of information and several opportunities, in small groups, to learn new skills through the practical application of knowledge presented. Homework assignments are given for each weekend session to reinforce the classroom learning. Completion of all homework assignments is also a graduation requirement. ***Alternate methods of completing assignments may be requested by participants.***

**Accessibility.** Participants with disabilities may require a variety of accommodations in order to be fully involved in the program. Accessibility, in terms of the Americans with Disabilities Act (ADA), must be considered when planning the training program, selecting a training program site, and replicating the program. ***The grantee must work with each participant who requires accommodations in order to provide a meaningful learning experience***

**Graduate Workshops.** The Partners classroom program teaches leadership and communication skills, and how to establish and build personal networks. Partners graduates are encouraged to participate in leadership training opportunities that can improve and strengthen their personal leadership skills, offer networking opportunities, and provide knowledge and skills on topics that are not covered in the classroom program.

The GCDD continues to offer additional workshops for Minnesota Partners graduates. Each workshop should be planned for about 40 Partners graduates.

#### **Partners Communications and Social Media.**

Partners graduates will have news stories prepared for publication in their local newspapers. During the class year, participants will gain new skills in speaking on radio and cable television programs, sharing stories about why they applied for Partners, the knowledge they are gaining and communication skills they are learning to work in partnership with their elected officials, educating them and influencing positive public policies for individuals with developmental disabilities and their families. Marketing and promoting Partners and the long term impact for Partners graduates are critical to recruiting for the next class and reaching a broad range of self-advocates and parents throughout the state.

Facebook pages exist for individual classes. A database of approximately 1,100 Minnesota Partners graduates will be maintained and updated. The database serves as a mailing list for announcements about Graduate Workshops, training sessions on disability related topics, and notices about public policy issues. The awarded grantee will be responsible for continuing a range of communication avenues with Partners graduates.

**Project reporting.** The successful grantee will prepare and submit narrative and financial reports on a monthly basis to the GCDD that reflect the completion of, or progress being made in achieving, all performance goals specified in the Grant Contract. A face to face performance review with the Grant Review Committee or a presentation at a regular GCDD Council meeting will occur annually.

**State partnership.** The successful grantee will work with GCDD staff on an ongoing basis to discuss weekend session planning details and overall program implementation; assure that performance goals and reporting requirements are met (both program and financial), and expenditures are in keeping with the approved budget; and that the [Baldrige Framework](#) and quality principles are fully utilized in replicating the Partners program, Partners graduate workshops, and all follow along activities. The GCDD will expect the grantee to be mindful of process improvements that will increase the efficiency and effectiveness of the Partners program and increase IPSII results for Partners participants and graduates.

## SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

### 1. Anticipated Contract Term and Quality Improvement Budget.

The initial term of this contract is anticipated to be from Mid-September 2023 to September 30, 2024. A contract resulting from this RFP process may be renewed for up to four additional years.

The budget for this work will be **\$210,000.00**. Continuation funding in subsequent years or additional funding is dependent upon the availability of federal funds and satisfactory performance of the grantee.

### 2. Question and Answer Instructions.

All questions should be submitted in writing to the contact person via email and by the date and time listed in Section 1, Instructions to Responders. The State is not obligated to answer questions submitted after the question due date and time. The contact person will post the questions and written answers on the GCDD website

(<https://mn.gov/mnddc/council/rfp-grants.html>) as well as send a written response to all who submitted written questions.

Only the contact person is authorized to discuss this solicitation with responders. Contact regarding this solicitation with any other GCDD or State personnel could result in disqualification. This provision is not intended to prevent responders from seeking guidance from state procurement assistance programs regarding general procurement questions.

If a Responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, please immediately notify the contact person detailed above in writing of such error and request modification or clarification of the document.

### 3. Sample Contract.

Please review the State's Standard Terms and Conditions in the Sample Grant Contract attached as Exhibit A. (It is unusual for the State to deviate from its standard terms and conditions). The State reserves the right to reject any additional terms and conditions proposed within transaction documents.

### 4. Partners Resources

The Partners classroom program has been converted into five web-based and self-directed e-learning courses – “Partners in Time, Partners in Education, Partners in Making Your Case, Partners in Employment, and Partners in Living.” All online courses have been translated into Spanish. The online courses can be accessed at <https://partnersonlinecourses.com>.

The online courses do not replace the classroom program but are intended to supplement and enhance the classroom learning. This blended approach has been proven effective in increasing learning and retention, offering opportunities for exploring topics in depth, and applying new knowledge and skills outside of the classroom on an anytime, anywhere basis.

The Partners in Policymaking Coordinator’s Handbook, a revised and updated eighth edition, was released in August 2016. The Coordinator’s Handbook presents a comprehensive review of Partners and how to replicate a quality program. The origins of the Partners program; quality principles and core values; participant and coordinator responsibilities; competencies; and session topics are covered.

The book, *“Partners in Policymaking® Changing Lives. Changing Policies”* provides a history of the Partners program and over 200 testimonials from Minnesota Partners graduates about the impact of the program on their lives and additional stories about their level of inclusion in the community as a result of the Americans with Disabilities Act (ADA).

Links to both of these resource materials can be found on the home page of the Partners website at <https://mn.gov/mnddc/pipm>. These publications should be thoroughly reviewed and referred to when preparing a proposal.



**5. Use of Funds.**

At least seventy-five (75) percent of the grant funds must be expended for the program. Total administrative costs, including indirect costs, must not exceed twenty-five (25) percent of the total grant.

## SECTION 4 – PROPOSAL CONTENT

Please submit the following information:

1. Program Narrative. *(This section should be no more than 10 pages in 11-point font size or larger).* Clearly address the following in your Proposal Narrative in order to obtain maximum evaluation points.
  - 1.1. Describe your understanding of the Partners program, the key principles that you would incorporate into replicating the program, and how you would help to assure that all competencies are acquired and skills learned. **(10 points).**
  - 1.2. Describe your recruitment process and what community resources you would use to assist with recruitment, including recruitment in the counties that are the most underrepresented in past classes; and how you will evaluate the strengths of various recruitment approaches and improvements to be made to generate a greater number of applications. **(10 points).**
  - 1.3. Describe how you will promote, encourage and support full attendance at each weekend session, so that each participant can strengthen their learning, acquire all competencies, and practice new skills. Describe how you will ensure that participants will have opportunities for full and active participation. Describe the role of speakers in including a range of activities that will assure participation and reflect adult learning methods. **(10 points).**
  - 1.4. Describe how you will incorporate the online courses into the classroom program, and how you can work with speakers to take advantage of the online learning assignments and exercises to reinforce and enhance the information they are presenting. **(5 points).**
  - 1.5. Describe how you will plan and conduct a Partners graduate workshop. **(5 points).**
  - 1.6. Describe how you will use homework assignments between each weekend session to supplement and reinforce the classroom learning. **(5 points).**
  - 1.7. Describe your understanding of accessibility in terms of the Americans with Disabilities Act, and how accessibility will be considered and applied when planning the program, selecting a training site, and replicating the Partners program. **(5 points).**
  - 1.8. Describe how you will maintain social media communications with Partners participants and Partners graduates. Describe how you will maintain and update the database of Minnesota Partners graduates. **(5 points).**
2. Diversity and Inclusion. Identify how your replication of the Partners program will serve diverse populations, especially populations experiencing inequities and/or disparities. How will diversity and inclusion be a part of the recruitment process for the next class? How will you help ensure that all Partners participants are served in a culturally competent manner? **(15 points).**
3. Performance Measures. *(Limit this section to no more than two (2) pages).* Describe how you will work with an external evaluator. Describe the evaluation process that you will use to meet the full range of evaluation requirements for the Partners program. These were described in the “Evaluations” section above and include the following:
  - 3.1 The baseline survey to obtain demographic information, current levels of leadership skills and experience, and program expectations (completed prior to the start of the first Partners weekend session).
  - 3.2 Six-month follow-up survey to determine resulting changes, including IPSII levels.
  - 3.3 A longitudinal study to determine the long term benefits of the program.
  - 3.4 Evaluations of speakers and presenters for each weekend training session, and how evaluation results will be used to improve future weekend sessions.
  - 3.5 Participant self-assessments in terms of IPSII, both at the start of the Partners program year and at graduation.
  - 3.6 Collecting, tracking, and reporting on federal performance measures. **(10 points).**

4. Resumes and References. Submit **resumes** of key project staff as Attachment D. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. Responder should complete and submit “Attachment E: References Form Template” with their response. Responder should submit **three completed reference forms** answering every question. The State reserves the right to verify the information received by contacting the Responder’s reference. **(10 points).**
5. Budget and Budget Justification. Complete and submit Attachment F, “Budget Form.” Complete a proposed Budget according to the line item categories on the Budget Form. The Budget Justification explains the costs allocated under each major line item. **(10 points).**
- Replication of the Partners classroom program.
  - Partners external evaluations.
  - Partners graduate workshop.
  - Partners social media communications.
  - Hotel Accommodations (use **12** nights at **\$150.00/night** for budget purposes for each of 8 weekend classes)
  - Catering (use **\$7,500.00** per weekend for budget purposes)

The budget must include a twenty-five (25) percent local match. Local match can be generated by volunteer hours of Partners participants and Partners graduates as well as in-kind direct and indirect expenses.

6. Financial Review Process.

All Non-Governmental Organizations (NGOs) 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 State [Policy 08-06](#), Financial Review of Nongovernmental Organizations, please submit one of the following documents with your application, based on the following criteria:

- 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.
- Grant applicants with total annual revenue of \$50,000 or more and less than \$750,000 should submit their most recent IRS Form 990.
- Grant applicants with total annual revenue of over \$750,000 should submit their most recent certified financial audit.

Submit all requested documentation, including, but not limited to, the following documents<sup>1</sup>:

1. Attachment A: Responder Declarations
2. Attachment B: Exception Requests, if any, to State's Terms and Conditions
3. Attachment C: Workforce Certification Form
4. Attachment D: Resumes of key project staff
5. Attachment E: Reference Forms x 3
6. Attachment F: Budget Form
7. Attachment G: IRS Form 990 or audit report per Section 6 above.

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<sup>1</sup> DO NOT INCLUDE Non-Public, Trade Secret data (as defined by Minn. Stat. § 13.37).

## SECTION 5 – EVALUATION PROCEDURE AND CRITERIA

The State will conduct an evaluation of responses to this Solicitation. The evaluations will be conducted in three phases:

- Phase 1 - Review responses for responsiveness and pass/fail requirements
- Phase 2 - Evaluate responses
- Phase 3 - Select finalist

### 1. Phase 1 – Responsiveness and Pass/Fail Requirements

The purpose of this phase is to determine if each response complies with mandatory requirements. The State will first review each proposal for responsiveness to determine if the Responder satisfies all mandatory requirements. The State will evaluate these requirements on a pass/fail basis.

Mandatory Requirements. The following will be considered on a pass/fail basis:

- Responses must be received by the due date and time specified in this RFP.

### 2. Phase 2 - Evaluate Responses

Only those responses found to have met Phase 1 criteria will be considered in Phase 2. The GCDD's Grant Review Committee (Committee) reviews proposals sent in response to this RFP. Committee members will make a funding recommendation to the full council (GCDD).

The factors and weighting on which responses will be evaluated are *(Refer to Proposal Content on pages 9-10)*:

1. Program Narrative	55 points
2. Diversity and Inclusion	15 points
3. Performance Measures Evaluation	10 points
4. Resumes and References	10 points
5. Budget	<u>10 points</u>
	100 points

### 3. Phase 3 - Select Finalist

Only those responses that have been evaluated under Phase 2 shall be eligible for Phase 3.

The State will make its selection based on best value, as determined by this evaluation process. The State reserves the right to pursue negotiations on any exception taken to the State's standard terms and conditions. In the event that negotiated terms cannot be reached, the State reserves the right to terminate negotiations and begin negotiating with the next highest scoring responder or take other actions as the State deems appropriate.

## **SECTION 6 – SOLICITATION TERMS**

### **1. Competition in Responding**

The State desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the contact person listed in the Solicitation before the due date and time. If changes are made the State will issue an addendum.

Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.

### **2. Addenda to the Solicitation**

Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

### **3. Data Security - Foreign Outsourcing of Work is Prohibited**

All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

### **4. Joint Ventures**

The State allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

### **5. Withdrawing Response**

A responder may withdraw its response prior to the due date and time of the Solicitation. A responder may withdraw its response by notifying the Solicitation Administrator (contact person) in writing of the desire to withdraw.

After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the State's detrimental reliance on the response.

### **6. Rights Reserved**

The State reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for the State;
- Consider documented past performance resulting from a State contract may be considered in the evaluation process;
- Short list the highest scoring responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more responders;
- The State reserves the right to request additional information ; and
- The State reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. The State reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

### **7. Responses are Nonpublic during Evaluation Process**

All materials submitted in response to this Solicitation will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of

the evaluation process as defined by Minn. Stat. §§ 13.591 and 13.599. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder. The State will notify all responders in writing of the evaluation results.

#### **8. Trade Secret Information**

- 8.1 Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37.
- 8.2 In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.
- 8.3 The State does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37.
- 8.4 A responder may present and discuss trade secret information during an interview or demonstration with the State, if applicable.

#### **9. Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

#### **10. Award**

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the State.

## SECTION 7 – GRANT PROVISIONS

### 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](#).

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- 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.

### Grant Provisions

A sample grant contract agreement template is attached for review as Exhibit A.

Ineligible expenses include, but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Parking or traffic violations
- 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 who is awarded a contract will prepare and submit narrative and financial reports to the GCDD on a monthly basis. Narrative reports should describe progress being made in achieving performance goals specified in the Grant Contract Agreement.

A face to face performance review or presentation with the full Council is also scheduled usually in October after the project year.

Grant recipients also need to collect customer satisfaction and IPSII data from self-advocates and families. The survey form will be provided with the executed grant contract agreement.

### 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 the GCDD has given the grantee a written extension.

## Grant Monitoring

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

- One monitoring visit during the grant period on all state grants of \$50,000 and higher
- 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.

## 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.

## GCDD Informal Appeal Process

All applicants are informed, in writing and at the same time, about the results of the GCDD proposal review process.

Applicants who do not agree with the DD Council's decision may appeal. The following steps apply to the appeal process:

1. An applicant who wishes to appeal must notify the DD Council in writing within 15 working days of the date on the letter informing the applicant about the decision;
2. The appeal letter must include the basis for the appeal. The appeal must be based on the evaluation selection criteria used by the Grant Review Committee to review and evaluate each proposal;
3. Upon receipt of the letter of appeal, the DD Council Chair will establish an Ad Hoc Appeals Committee. This committee will be comprised of the DD Council Chair, Grant Review Committee Chair, and at least one DD Council member who is not a Grant Review Committee member;
4. The Ad Hoc Appeals Committee will meet as soon as possible (in no case later than the next regular DD Council meeting) to consider the appeal;
5. The Ad Hoc Appeals Committee will review the deliberations of the Grant Review Committee and information presented by the applicant in the appeal letter. The Grant Review Committee may also request to hear from the applicant;
6. The Ad Hoc Appeals Committee review will determine if the recommendation of the Grant Review Committee appears to have been made according to the selection criteria contained in the RFP. Because the appeal letter must be based on these criteria, the information presented by the applicant will also be considered at this time; The Ad Hoc Appeals Committee will present its findings in writing to the applicant and the full GCDD at the next regular GCDD meeting.



## SECTION 8 – DEFINITION OF TERMS

**Culturally competent.** Services, supports or other assistance that are conducted or provided in a manner that is responsive to the beliefs, interpersonal style, attitudes, language and behaviors of individuals receiving services, and in a manner that has the greatest likelihood of ensuring maximum participation in the program.

**Developmental disability.** A severe, chronic disability of an individual from birth that:

1. Is attributable to a mental or physical impairment or a combination of mental and physical impairments.
2. Is manifested before the individual attains age 22.
3. Is likely to continue indefinitely.
4. Results in substantial functional limitations in three or more of the following areas of major life activity: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency; and
5. Reflects the individual's need for a combination and sequence of interdisciplinary, or generic care services, supports or other assistance that is of lifelong or extended duration and is individually planned and coordinated; except that such term, when applied to infants and young children means individuals from birth to age five, inclusive, who have substantial developmental delay or specific congenital or acquired conditions with a high probability of resulting in developmental disabilities if services are not provided.

**Unserved and underserved:** Individuals from racial and ethnic backgrounds, disadvantaged individuals, individuals with limited English proficiency, individuals from underserved geographic areas (rural or urban), and specific groups of individuals within the population of individuals with developmental disabilities, including individuals with developmental disabilities attributable to physical impairment, mental impairment, or a combination of physical and mental impairments.

### **DD Act Outcomes (IPSII):**

#### **Independence:**

- The extent to which individuals with developmental disabilities exert control and choice over their own lives.

#### **Productivity:**

- Engagement in income-producing work that is measured by increased income, improved employment status, or job advancement; or
- Engagement in work that contributes to a household or community.

#### **Self-Determination:**

- The freedom to choose how, where and with whom to live; freely created relationships; contributing to the community in a meaningful way.
- Taking responsibility for personal decisions and actions; making decisions about financial resources, needed supports, and hiring/evaluating direct care providers.
- Dignity and respect of and for people with disabilities.
- Whatever it takes to remove system barriers, achieve what may seem impossible, and do no harm.

**Integration and Inclusion:**

- The use by individuals with developmental disabilities of the same community resources that are used by and available to other citizens.
- Living in homes close to community resources, with regular contact with citizens without disabilities in their communities.
- The full and active participation by individuals with developmental disabilities in the same community activities and types of employment as citizens without disabilities, and utilization of the same community resources as citizens without disabilities, living, learning, working, and enjoying life in regular contact with citizens without disabilities.
- Having friendships and relationships with individuals and families of their own choosing.

## ATTACHMENT A: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. **Response Contents.** The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the Responder to suspension or debarment proceedings as well as other remedies available by law
- B. **Authorized Signature.** This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.
- C. **Non-Collusion Certification.**
1. The Proposal has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition; and
  2. The contents of the Response 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 other individual prior to the due date and time of this Solicitation. Any evidence of collusion among Responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action.
- D. **Organizational Conflicts of Interest.** To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,
1. a vendor is unable or potentially unable to render impartial assistance or advice to the State;
  2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
  3. the vendor has an unfair competitive advantage.
- If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the State's Chief Procurement Officer which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to OSP, the State may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.
- E. **Certification Regarding Lobbying.** For State of Minnesota Contracts and Grants over \$100,000 (with amendments), the undersigned certifies, to the best of his or her knowledge and belief that:
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- F. **Copyrighted Material Waiver.** By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.
- G. **Diverse Spend Reporting.** The Sample Contract contains a clause for Diverse Spend Reporting. When this clause applies, Contractor will be required to register in a free portal to report diverse spend.

Please see [Diverse Spend Reporting Frequently Asked Questions](#) for additional information.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name: \_\_\_\_\_

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

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

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

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

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

## ATTACHMENT B: EXCEPTIONS TO STATE'S TERMS AND CONDITIONS

The State presumes a responder agrees to the terms and conditions of this solicitation unless a responder takes specific exception to one or more of the conditions on this form.

Please review the State's Standard Terms and Conditions in the Sample Contract attached. *(It is unusual for the State to deviate from its standard terms and conditions).* The State reserves the right to reject any additional terms and conditions proposed within transaction documents. Any terms and conditions included in transaction documents but not approved by the State are voidable by the State. Any terms and conditions that are in conflict with Minnesota law or in conflict with the terms of the State Contract are void. Failure to void a non-approved term or condition included in a transaction document does not waive the State's right to void any non-approved term or condition.

The State reserves the right to reject, negotiate, or accept any exception listed to the State's terms and conditions (including those found in the attached Sample Contract).

INSTRUCTIONS: A responder must explicitly list all exceptions to State's terms and conditions, if any (including those found in the attached Sample Contract). Reference the clause number and page number of the State's term and condition for each of a responder's exceptions. If no exceptions exist, state "NONE" specifically on the form below. Whether or not exceptions are taken, the Responder must sign and date this form and submit it as part of their response. *(Add additional pages if necessary.)*

Clause and Page Number	Suggested Change to Clause	Explanation or Justification

By signing this form, I acknowledge that the above-named responder accepts, without qualification, all terms and conditions stated in this solicitation (including the sample contract) except those clearly outlined as exceptions above.

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

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

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

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

# STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Information required for ALL bids or proposals that could exceed \$100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of \$100,000 under Minn. Stat. §363A.36.

**BOX A – COMPANIES** that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

- ☐ Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
- ☐ Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on \_\_\_\_\_ (date).
- ☐ Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of \$100,000 can be executed with the State of Minnesota or other covered entities.

**BOX B – EXEMPT COMPANIES** that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

- ☐ We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed.  
Send to [compliance.MDHR@state.mn.us](mailto:compliance.MDHR@state.mn.us).

## Signature

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company

Authorized Signature

Date

Printed Name

Phone Number

Title

**For assistance with this form, contact:** Minnesota Department of Human Rights

Web: <http://mn.gov/mdhr/>

Toll Free: 1-800-657-3704

Email: [compliance.mdhr@state.mn.us](mailto:compliance.mdhr@state.mn.us)

MN Relay: 711/ 1-800-627-3529

**ATTACHMENT D: RESUME(S)**

*~Intentionally left blank~*

## ATTACHMENT E: REFERENCES FORM TEMPLATE

Responder/Company Name:

Contact Name:

Address:

Email:

Phone Number:

1. Description of project(s):
2. Dates of Engagement:
3. Were the project(s) completed on budget? If not, please explain.
4. Were the project(s) complete on time? If not, please explain.
5. What went well with the project(s)?
6. What could have gone better with the project(s)?



PARTNERS IN POLICYMAKING RFP Budget Form		
Expense Category	Estimated Budget	Local Match*
<b>Personnel</b>		
Salary		
<b>Rent</b>		
Rent		
<b>Travel/Food/Lodging</b>		
<u>Project Staff</u>		
Mileage		
Food/Lodging		
<u>Participants (Includes PCAs/Interpreters)</u>		
Mileage		
Food/Lodging		
<u>Speakers</u>		
Mileage/Airfare		
Lodging/Food		
<b>Supplies</b>		
Office Supplies		
Program Materials		
AV Equipment		
<b>Communications</b>		
Phone/Fax		
Postage		
Copying/Printing		
Alternative Formats		
<b>Other</b>		
Consultants/Speakers		
Respite/Child Care		
Personal Care Assistance		
Interpreters		
<b>Graduate Workshop</b>		
Graduate Workshop		
<b>Total</b>	<b>\$ 210,000.00</b>	

**ATTACHMENT G: IRS Form, Audit Report, Or Financial Statements**

*~Intentionally left blank~*

## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its **[FILL IN THE NAME OF YOUR AGENCY OR BOARD]**. EXAMPLE: Commissioner of \_\_\_\_\_ OR Director of \_\_\_\_\_.] ("STATE") and **[GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS]** ("GRANTEE").

### Recitals

1. Under Minn. Stat. \_\_\_\_\_ **[INSERT THE STATUTORY AUTHORITY TO ENTER INTO THIS GRANT CONTRACT AGREEMENT. YOU MUST HAVE SPECIFIC STATUTORY AUTHORITY]** the State is empowered to enter into this grant contract agreement.
2. The State is in need of **[ADD BRIEF NARRATIVE OF THE PURPOSE OF THE GRANT]**.
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).

**[PROVIDE SUFFICIENT DETAIL IN THE DUTIES SO THE STATE AND GRANTEE ARE CLEAR ON EXPECTATIONS, RESULTS AND OUTCOMES. THIS CAN BE DONE BY:**

**1) LISTING THE GRANTEE'S DUTIES, DELIVERABLES, AND COMPLETION DATES WITH PRECISE DETAIL HERE**

**OR**

**2) USE AN EXHIBIT/ATTACHMENT THAT CONTAINS THE PRECISE DUTIES AND DELIVERABLES.**

### 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 [EXPLAIN HOW THE Grantee WILL BE PAID. EXAMPLES: “an hourly rate of \$ \_\_\_\_\_ up to a maximum of \_\_\_\_\_ hours, not to exceed \$ \_\_\_\_\_;” or “a lump sum of \$ \_\_\_\_\_.”

IF YOU ARE USING A BREAKDOWN OF COSTS AS AN ATTACHMENT USE THE FOLLOWING, “ACCORDING TO THE BREAKDOWN OF COSTS CONTAINED IN EXHIBIT B, WHICH IS ATTACHED AND INCORPORATED INTO THIS GRANT CONTRACT AGREEMENT. “BE SURE TO ADD ANY GRANTEE MATCHING REQUIREMENTS.]

##### (b) 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 \$ [INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT \$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.

##### (c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE].

#### 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) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through Title \_\_\_\_\_ CFDA number \_\_\_\_\_ of the \_\_\_\_\_ Act of \_\_\_\_\_. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

##### (c) 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**

## **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**

**[IF THE GRANT FUNDING SOURCE(S) HAVE ADDITIONAL PUBLICITY REQUIREMENTS, LIST HERE]**

### **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) Funding for Grant No. [FEDERAL OR OTHER NON-STATE GRANT NUMBER] is withdrawn by the [INSERT FEDERAL OR NON-STATE GRANTING AGENCY] [IF THIS GRANT AGREEMENT IS FOR STATE GRANT FUNDS ONLY, DELETE SECTION A]**
- (b) It does not obtain funding from the Minnesota Legislature [STATE GRANT FUNDS ONLY]**
- (c) 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

State's Authorized Representative