



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

MINNESOTA DEPARTMENT OF ADMINISTRATION

**REQUEST FOR PROPOSALS  
for  
“EMPLOYMENT OF INDIVIDUALS WITH  
DEVELOPMENTAL DISABILITIES”**

- Date Posted: February 12, 2024
- Responses must be received not later than **5:00 p.m., CST, Thursday, March 14, 2024.**
- 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: Letters of Recommendation
- Attachment F: Sample Budget Template

## Sample Contract

- Exhibit A: Grant Contract Terms
- Exhibit B: Sample Council Satisfaction Survey – Students Adults Employed
- Exhibit C: Sample Council Satisfaction Survey – Business Training Evaluation

## 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

The contact person for questions or to request an alternate format is:

Paul Nevin  
Minnesota Governor’s Council on Developmental Disabilities  
[paul.nevin@state.mn.us](mailto:paul.nevin@state.mn.us)

Written questions should be emailed to the contact by February 29, 2024. Answers to Questions will be sent to Responders and posted on the Council’s web site:  
<https://mn.gov/mnddc/council/rfp-grants.html>.

Other personnel are not authorized to answer questions regarding this Solicitation.

### 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

Submit your response to:

**Minnesota Governor’s Council on Developmental Disabilities**  
[paul.nevin@state.mn.us](mailto:paul.nevin@state.mn.us)

Proposals must be received not later than **5:00 p.m., Central Time, Thursday, March 14, 2024.**

**Late responses will not be considered.**

## SECTION 2 – SUMMARY OF SCOPE

### 1. Solicitation Overview, Goals, and Background.

This Request for Proposal (RFP) is for employment of individuals with developmental disabilities.

The current Five Year State Plan for the Minnesota Governor’s Council on Developmental Disabilities (GCDD) has been submitted and approved by the Administration for Community Living (ACL), US Department of Health and Human Services for FFYs 2022-2026. The Plan includes the following **goal statement** regarding Employment:

*“Increase opportunities and the supports needed by individuals with developmental disabilities to be employed in integrated settings at or above minimum wage and benefits by:*

- A. Providing individualized, person led, and person centered supports that may include technology and are necessary for a broad range of employment options prioritizing competitive, customized, or self-employment.*
- B. Increasing and improving access to inclusive postsecondary education and other career focused training opportunities.*
- C. Educating and building the capacity of employers and providers and implementing employer incentives that contribute to workforce development. This should include an introduction to disability culture and equity.*
- D. Raising the expectations of individuals and families about the importance of having work experiences prior to and during high school (transition years). Increase their involvement by using and building their relationships and personal networks to reach public and private sector employers and identify job experiences in the community.*
- E. Educate individuals and families on how to navigate the disconnects between large systems as they pursue employment, and support efforts for large systems to work more seamlessly for individuals and families.*
- F. Increasing long term sustained employment for adults with job opportunities and careers, including follow up with individuals on careers and job transitions.*
- G. Encouraging and developing robust person-led and person-centered profiles for integrated and competitive employment training opportunities for youth ages 16-21 through K-12 school programs, school-employer partnership, and other options to promote workforce development into adulthood consistent with Minnesota Statutes.”*

The Plan submitted to the ACL also includes an Employment **objective** for this subgrantee to increase employment of transition-aged students and adults by at least twenty (20) annually. There is a second objective under the Employment program goal that meets a federal requirement for collaboration with the DD Network. Along with the GCDD’s DD Network partners, current collaborative projects support systemic initiatives including Project SEARCH, Employment First, E1MN regional collaboration, E1MN Youth in Transition Framework, Olmstead Plan employment goals, the Minnesota Inclusive Higher Education Consortium, and others to increase employment or post-secondary enrollment by 500 individuals with developmental disabilities in Minnesota over five years.

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).

A total of **\$90,000.00** in federal funds is anticipated to be available **annually** to support one grantee's program to increase the employment of individuals with developmental disabilities. Services under this grant must complement and supplement what can already be paid for through other sources of funds. **Do not apply for grant funds to perform services that already have a funding source.**

## **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.

Preferred qualifications for Respondents include the following:

1. Experience working with individuals with developmental disabilities and families regarding employment;
2. Established partnerships or relationships with companies that are committed to a diverse workforce that includes employees with developmental disabilities and a sound understanding of the dynamics involved in building those relationships;
3. Established partnerships with schools and post-secondary institutions;
4. An understanding of person-centered planning principles and practices, and application to employment; and
5. An understanding of delivery systems that provide employment services and supports.

## **3. Evaluation and Reporting.**

The business of the GCDD is to provide information, education, and training to build knowledge, develop skills, and change attitudes so that people with developmental disabilities and their families will increase their Independence, Productivity, Self Determination, Integration and Inclusion (IPSII). These terms are found in the DD Act and described further in **Section 9 – Definition of Terms.**

IPSII results for transition students and adults who obtain employment, as well as federally mandated Administration for Community Living (ACL) outcome and output Performance Measures surveys for trainings held, must be collected by the awarded Responder. Copies of sample surveys are attached as **Exhibits B and C.**

## SECTION 3 – PROPOSAL INSTRUCTIONS AND ADDITIONAL INFORMATION

### 1. Anticipated Contract Term and Budget.

The initial term of this contract is anticipated to be from October 1, 2024 to September 30, 2025. A contract resulting from this RFP process may be renewed for up to four additional years.

The budget for the initial workplan in this proposal should be **\$90,000.00**. Continuation funding in subsequent years and the level of 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. The State reserves the right to reject any additional terms and conditions proposed within transaction documents.

### 4. 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.

### 5. State partnership.

The successful grantee will work with GCDD staff on an ongoing basis to discuss training 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 core values and concepts of the [Baldrige Framework](#) and similar quality principles are utilized in. The GCDD will expect the grantee to be mindful of process improvements that will increase the efficiency and effectiveness of the program and increase IPSII results for participants.

## 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. Provide a project summary and indicate how your goals and innovative strategies will align with the GCDD's overall Employment Goal (subparts A-G) listed on page 4? **(30 points)**
  - 1.2. How will your project incorporate discovery and person-centered planning principles to secure *competitive integrated employment* (see section 9 – Definition of Terms)? **(10 points)**
  - 1.3. How does your project augment and not supplant HCBS waivers or VRS/Pre-ETS services<sup>1</sup>? **(10 points)**
  - 1.4. How will your project approaches lead to meaningful, paid work experiences for at least 20 youth in transition and adults with developmental disabilities? **(10 points)**
  - 1.5. How will you support post-secondary students with a developmental disability in reaching meaningful employment **(5 points)**?
  - 1.6. How will you improve awareness and understanding for individuals with developmental disabilities and families about the importance of paid work, using personal networks to increase employment opportunities, and work incentives **(5 points)**?
2. **Diversity and Inclusion.** What is your plan to find and work with transition students and adults from diverse racial and ethnic or other marginalized communities? How will your workplan ensure that all participants are served in a culturally competent and accessible manner? **(10 points).**
3. **Resumes and Letters of Recommendation.** 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 include two letters of support or recommendation that are directly related to your knowledge and experience in working with people with developmental disabilities who are seeking employment; programs that provide services and supports for these individuals; and public and private sector businesses that welcome and are committed to a diversified workforce that includes individuals with developmental disabilities **(10 points).**
4. **Budget and Budget Justification.** Complete and submit **Attachment F**, "Budget Template." Complete a proposed Budget according to the line-item categories on the Budget Template. A Budget Justification should accompany the proposed Budget and it will explain the costs allocated under each major line item. **(10 points).**

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<sup>1</sup> Minnesota Vocational Rehabilitation Services (VRS) relies upon a broad coalition of Community Partners to provide services to individuals with disabilities. There are many reimbursable contracted services for partners, including customized employment discovery services.

The Department of Human Services authorizes many home and community-based (HCBS) waiver employment services, especially for employment exploration services or when VRS services are not available.

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

**If the Responder organization is also a customized employment provider for the MN Dept. of Employment and Economic Development’s Vocational Rehabilitation Services (VRS), or a provider with the MN Dept. of Human Service’s home and community-based services (HCBS) waiver employment services:**

- **Please indicate how you will verify that services provided under the GCDD Grant Contract will not duplicate services reimbursed by either VRS or HCBS waiver services.**

**Submit all requested documentation, including, but not limited to, the following documents<sup>2</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: Letters of Recommendation (x2)
6. Attachment F: Budget

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<sup>2</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
- Phase 4 – Financial and grantee capacity review

### 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 Section 4 - Proposal Content*):

1. Program Narrative	70 points
2. Diversity and Inclusion	10 points
3. Resumes and Letters of Recommendation	10 points
4. Budget	<u>10 points</u>
	100 points

### 3. Phase 3 - Select Finalist

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.

### 4. [NEW] Phase 4 - Required State financial and grantee capacity review.

The GCDD grants administrator will send a request for documents to the Finalist pursuant to the pre-award risk assessment described in Section 6 on following page. The types of documents vary depending on the size and type of Responder organization.

## SECTION 6 – REQUIRED FINANCIAL AND GRANTEE CAPACITY REVIEW

Minn. Stat. §16B.981/[Chapter 62 - MN Laws](#), Article 7, Section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more.

All grantees as defined in Minn. Stat. §16B.981 Subd. 1 (c) applying for grants in the state of Minnesota must undergo a financial and capacity review prior to a grant award of \$50,000 and higher.

In order to comply with this requirement, information and documents will need to be submitted before the grant contract agreement is fully executed. This may include certifications regarding organization staffing and budgets, criminal history, business good standing, and copies of IRS Form 990 or federal and state tax returns.

The submission of inaccurate or misleading information may be grounds for disqualification from the grant contract agreement award and may subject an organization to suspension or debarment proceedings, as well as other remedies available to the State, by law.

Based on Minn. Stat. §16B.981/[Chapter 62 - MN Laws](#), Article 7, Section 11, Subd. 3-5 establishes the authority for a granting agency to:

- Provide or require enhanced grant oversight
- Request additional information from a potential grantee to determine whether there is a substantial risk that the potential grantee cannot or would not perform the required duties of the grant agreement.
  - The potential grantee has 30 business days to respond
- Develop a plan to address the risk or concerns identified
- Not award the grant.
  - The granting agency must provide notice of this determination to not award the grant to the grantee and the Commissioner of Administration.
  - The notice must include the following:
    - The reason for postponing or not awarding the grant
    - The timeline for the process for contesting the agency's decision

## SECTION 7 – 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 8 – 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 to assist the GCDD in submitting a required annual performance report to the ACL. 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. [Minn. Stat. §363A](#).

## 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 9 – DEFINITION OF TERMS

**Competitive integrated employment.** The Workforce Innovation and Opportunity Act (WIOA) defines competitive integrated employment (CIE) as work that is performed on a full-time or part-time basis for which an individual is:

- Compensated at or above minimum wage and comparable to the customary rate paid by the employer to employees without disabilities performing similar duties and with similar training and experience;
- Receiving the same level of benefits provided to other employees without disabilities in similar positions;
- At a location where the employee interacts with other individuals without disabilities; and
- Presented opportunities for advancement similar to other employees without disabilities in similar positions.

**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.

**Unservd 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 (including future 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.

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.)*

<b>Clause and Page Number</b>	<b>Suggested Change to Clause</b>	<b>Explanation or Justification</b>

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 (including amendments and renewals)

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.

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

**ATTACHMENT D: RESUME(S)**

*~Intentionally left blank~*

**ATTACHMENT E: LETTERS OF SUPPORT/RECOMMENDATION**

*~Intentionally left blank~*

ATTACHMENT F: BUDGET TEMPLATE		
Expense Category	Council Funds	Local Match
	<b>Personnel Total</b>	
Salary		
Fringe		
<b>Rent</b>		
<b>Travel</b>		
Staff		
Mileage / Parking		
Food / Lodging		
Participants		
Mileage / Parking		
Food / Lodging		
<b>Supplies</b>		
Office (consumables)		
Program Materials		
<b>Communications</b>		
Phone / Mobile phones		
Internet / Email		
Postage		
<b>Other</b>		
Indirect Costs / Audit		
Stipends		
Interpreters		
Contract Services		
<b>Total</b>		

**Budget Justification:**

## 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, 2023)], 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:* [CHOOSE OPTION A OR OPTION B]

**A:** [SPELL OUT FULL DATE (e.g., June 30, 2025)], or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**B:** [SPELL OUT FULL DATE (e.g., June 30, 2025)], or, in the event this grant contract agreement is continued by way of amendment or new agreement, the date the amendment or new agreement is fully executed, whichever is later. Notwithstanding the foregoing, in the event an amendment or new agreement is not fully executed within 60 calendar days of the stated expiration date, this grant agreement will expire on [INSERT DATE – 60 DAYS FROM ORIGINAL EXPIRATION DATE (e.g., August 30, 2025)].

### 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

## 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 \$ \_\_\_\_\_.”

#### (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.

#### (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: <https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

## 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 Commissioner of Administration, by the State granting agency 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**

*(a)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 by the Grantee under this Grant Contract. Works and Documents means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs including computer-based training modules, reports, notes, studies, photographs, negatives, designs, drawings, specifications, documents, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract.*

*(b)The Grantee represents and warrants that Works or Documents produced or used under this Grant Contract do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks or names. Grantee shall indemnify and defend the State, at Grantee'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 infringes upon the intellectual property rights of another. Grantee shall be responsible for payment of any and all claims, demands, obligations, liabilities, costs, and damages, including but not limited to reasonable attorney fees arising out of this Grant Contract, amendments or supplements thereto, which are attributable to such claims or actions. If such a claim or action arises, or in Grantee's or the State's opinion is likely to*

arise, Grantee shall at the State's discretion either procure for the State the right or license to continue using the Works or Documents at issue or replace or modify the allegedly infringing Works or Documents. This remedy shall be in addition to and shall not be exclusive to 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 (a) Termination by the State**

The State may immediately terminate this grant contract agreement 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.

### **(b) Termination by The Commissioner of Administration**

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

### **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

## Council Customer Satisfaction Survey

The Minnesota Governor's Council on Developmental Disabilities funded this project.

Date: \_\_\_\_\_ Project Activity: Adults and Students Employed

Please check the statement that best describes you. Check one box only.

<input type="checkbox"/>	I am an individual with a developmental disability.	IFA 1.1
<input type="checkbox"/>	I am a parent (family member) of an individual with a developmental disability.	IFA 1.2
<input type="checkbox"/>	None of the above apply to me.	

Are you satisfied with your employment assistance? Yes (thumbs up) or No (thumbs down).

<input type="checkbox"/>		YES, I am satisfied.	<input type="checkbox"/>		NO, I am not satisfied.	IFA 3
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Please answer these questions with a Yes (thumbs up) or No (thumbs down).  
Because of this employment project:

<input type="checkbox"/>		<input type="checkbox"/>		I am increasing my advocacy.	IFA 2.1
<input type="checkbox"/>		<input type="checkbox"/>		I am better able to say what I want, and what is important to me.	IFA 2.3
<input type="checkbox"/>		<input type="checkbox"/>		I am now participating in advocacy activities.	IFA 2.4
<input type="checkbox"/>		<input type="checkbox"/>		I am serving on a coalition, board, council, or other leadership position.	IFA 2.5

### IPSII

Please help us to know how your levels of independence, productivity, self-determination, integration and inclusion (IPSII\*) have increased as a result of using the Discovery Process to find a job that matches personal interests, preferences, and abilities. Evaluate yourself on a scale of 1 ( lowest) to 5 ( highest) for each measure.

**1. Independence:** *Since participating in this Employment Project, I have become more **independent\*** at work, home or school:*

	<input type="checkbox"/>					
	1	2	3	4	5	
	Has not increased at all				Has increased very much	

\*Independence means the extent to which individuals exert control and choice over their own lives.

**2. Productivity:** *Since participating in this Employment Project, I am more **productive**.*\*

	<input type="checkbox"/>					
	1	2	3	4	5	
	Has not increased at all			Has increased very much		

\**Productivity* means starting employment or a positive change in one's employment situation (better wages, hours, benefits, improved status, or job advancement).

**3. Self Determination:** *Since participating in this Employment Project, my **self-determination**\* has increased.*

	<input type="checkbox"/>					
	1	2	3	4	5	
	Has not increased at all			Has increased very much		

\**Self-determination* means the freedom to choose where and with whom to live or taking personal responsibility for personal decisions about needed supports and services.

**4. Integration and Inclusion:** *Since participating in this Employment Project, I have experienced more community **integration and inclusion**.*\*

	<input type="checkbox"/>					
	1	2	3	4	5	
	Has not increased at all			Has increased very much		

\**Integration and inclusion* means using the same community resources that are available to other citizens or fully participating in community activities.

As a result of this employment project , I gained new knowledge.

(K)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree			Strongly Agree		

The information presented in this employment project will be useful to me in the future.

(U)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree			Strongly Agree		

The MSS staff were knowledgeable about the topic area and effective in presenting the material.

(Q)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree				Strongly Agree	

## Race/Ethnicity

<input type="checkbox"/> White, alone
<input type="checkbox"/> Black or African American, alone
<input type="checkbox"/> American Indian or Alaska Native, alone
<input type="checkbox"/> Hispanic/Latino
<input type="checkbox"/> Asian, alone
<input type="checkbox"/> Native Hawaiian or Other Pacific Islander, alone
<input type="checkbox"/> Two or more races
<input type="checkbox"/> Race unknown

## Geographic Area

<input type="checkbox"/> Urban
<input type="checkbox"/> Rural

## Sexual Orientation

Which of the following best represents how you think of yourself? [Select ONE]

<input type="checkbox"/> Lesbian or gay
<input type="checkbox"/> Straight, that is, not gay or lesbian
<input type="checkbox"/> Bisexual
<input type="checkbox"/> I use a different term [please specify: _____]
<input type="checkbox"/> Don't know
<input type="checkbox"/> Prefer not to answer

## Gender Identity

1. What is your current gender? [Select only one.]

<input type="checkbox"/> Man
<input type="checkbox"/> Woman
<input type="checkbox"/> Non-binary
<input type="checkbox"/> I use a different term [please specify: _____]
<input type="checkbox"/> Prefer not to answer

2. Do you consider yourself to be transgender?

- Yes
- No
- Prefer not to answer

If you have additional comments, please write them here. We would also like to hear what this new employment has meant to you. Thank you!

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# Business Training Evaluation

The Minnesota Governor’s Council on Developmental Disabilities funded this project with federal funds. Date: \_\_\_\_\_ Project Activity: Training for Businesses

As a result of this training session, I gained new knowledge. (K)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree				Strongly Agree	

The information presented in this training session will be useful to me in the future. (U)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree				Strongly Agree	

The speakers were knowledgeable about the topic area and effective in presenting the material. (Q)

	<input type="checkbox"/>					
	1	2	3	4	5	
	Strongly Disagree				Strongly Agree	

If you have additional comments about the topics or presenters, please write them here. Thank you!

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