

Minnesota Department of Children, Youth, and Families Child Safety and Permanency Administration

Request for Proposals for a Grantee to provide Indian Child Welfare Services – Urban Primary Support

Date of Publication in State Register: October 29, 2024

Minnesota’s Commitment to Diversity and Inclusion:

It is State of Minnesota policy to ensure equity, diversity and inclusion in making competitive grant awards. See Executive Order [19.01](#).

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. See [OGM Policy 08-02](#).

Americans with Disabilities Act (ADA) Statement:

This information is available in accessible formats for people with disabilities by calling 651-431-4660 or by using your preferred relay service. For other information on disability rights and protections, contact your agency’s Americans with Disabilities Act (ADA) coordinator.

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1. INTRODUCTION

1.1 Objective of RFP

The Minnesota Department of Children, Youth, and Families, through its Child Safety and Permanency Administration (STATE) and in consultation with the Indian Child Welfare Act (ICWA) Advisory Council, is seeking Proposals from qualified Responders to award competitive child welfare grants to American Indian child welfare programs whose goals are consistent with the federal Indian Child Welfare Act, 25 U.S.C. § 1901 et. seq. and the Minnesota Indian Family Preservation Act (MIFPA), Minnesota Statutes, section 260.835. The term of any resulting contract is anticipated to be for a **four-year period**, from **July 1, 2025**, until **June 30, 2029**, with no extensions.

1.2 Proposal due date

Proposals must be submitted on Friday, December 27, 2024 by 4:00 p.m. Central Time. This Request for Proposal (RFP) does not obligate the STATE to award a contract or complete the project, and the STATE reserves the right to cancel the solicitation if it is considered to be in its best interest. All costs incurred in responding to this RFP will be borne by Responder.

1.3 Background

Since 1982, the State of Minnesota has funded Tribal social services programs that meet goals of the federal Indian Child Welfare Act and permanency planning. In 1987, the Minnesota Legislature established the Indian Child Welfare Grants Program. Minnesota Statutes, section 257.3571 was replaced in 1999 by Minnesota Statutes, section 260.785. This Primary Support grant program has provided a funding source for necessary American Indian child welfare programs.

Through formal grant contracts, the Minnesota Department of Children, Youth, and Families, in consultation with the ICWA Advisory Council, will award urban primary grants to American Indian child welfare programs whose goals are consistent with the federal Indian Child Welfare Act and the Minnesota Indian Family Preservation Act. Pursuant to Minnesota Statutes, section 260.785, subdivision 1, grant funding is to be used to provide and implement primary support for American Indian child welfare programs. Primary Support grants are provided to emphasize service activities in areas with social welfare concerns in urban American Indian communities.

The focus of this RFP includes social service activities that promote placement prevention and reunification; family-based services; access to professional individual, group, and family counseling; crisis intervention and counseling; development of foster and adoptive resources, including recruitment, licensing and support; court advocacy; training and consultation to county and private social service agencies regarding the ICWA and MIFPA; advocacy in working with county and private social service agencies; caretaker and homemaker services; daycare and emergency shelter care; access to financial assistance; temporary respite care for families; transportation; and other activities and services approved by the commissioner of the Department of Children, Youth, and Families that advance goals of ICWA and MIFPA.

This request for proposals is intended for eligible American Indian urban organizations that serve American Indian families who reside in areas including, but not limited to, Minneapolis, Saint Paul, Duluth, and Bemidji. Pursuant to Minnesota Statutes, section 260.785, subdivision 1, Primary Support grants are direct funding to American Indian organizations and Tribal social service programs located off-reservation that serve American Indian children and their families to provide primary support for American Indian child welfare programs to implement the Minnesota Indian Family Preservation Act.

1.4 Funding Availability

Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. If selected, a Successful Responder may only incur eligible expenditures when the contract is fully executed, and the grant has reached its effective date.

2. SCOPE OF WORK

2.1 Overview

This RFP provides background information and describes the services desired by STATE. It describes the requirements for this procurement and specifies the contractual conditions required by the STATE. Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

In efforts to enhance and improve outcomes for American Indian children and youth receiving child welfare services, the STATE encourages Responders to include specific language and detailed activities, services, and programming that demonstrate improvement of child safety, permanency, and well-being.

2.2 Tasks and Deliverables

Under Minnesota Statutes, section 260.821, subdivision 1, Primary Support grants are for Tribes, American Indian organizations, and Tribal (located on reservations) and social service agency programs located off-reservation. Eligible services provided under this grant include:

- Placement prevention and reunification;
- Family-based services;
- Professional individual, group, and family counseling;
- Crisis intervention and counseling;
- Development of foster and adoptive resources, including recruitment, licensing and support, and court advocacy;
- Training for, and consultation with, county and private social service agencies regarding the Indian Child Welfare Act;
- Advocacy in working with county and private social service agencies;
- Caretaker and homemaker services;
- Daycare and emergency shelter care;
- Financial assistance;

- Temporary respite care for families;
- Transportation; and
- Other activities and services approved by the commissioner that advance goals of the Indian Child Welfare Act and the Minnesota Indian Family Preservation Act.

American Indian child welfare grant funds cannot be used for:

- Child care necessary solely because of employment, or training for employment, of a parent or other relative with whom a child is living;
- Foster care maintenance or difficulty of care payments;
- Residential facility payments;
- Adoption assistance payments;
- Public assistance payments for the Minnesota Family Investment Program, Supplemental Aid, Medical Assistance, General Assistance, or community health services authorized by Minnesota Statutes, sections 145A.01 to 145A.14; or
- Administrative costs for income maintenance staff.

3. PROPOSAL REQUIREMENTS

Proposals must conform to all instructions, conditions, and requirements included in this RFP.

Responders are expected to examine all documentation and other requirements. Failure to observe the terms and conditions in completion of the Proposal is at the Responder’s risk and may, at the discretion of the STATE, result in disqualification of the Proposal for nonresponsiveness. Acceptable Proposals must offer all services identified in Section 2, “Scope of Work,” agree to the contract conditions specified throughout the RFP, and include all of the items referenced in the Required Statements and Applicable Forms sections. Responder must also agree to the terms and conditions in the attached sample contract unless specifically making an exception pursuant to Required Statement “Exception to Sample Contract and RFP Terms.”

3.1 Proposal Contents

Responses to this RFP must consist of all of the following components. Each of these components must be separate from the others and identified with labeled tabs.

Proposal Components	RFP Section
1. Table of Contents	3.2(1)
2. Executive Summary	3.2(2)
3. Description of the Applicant Organization	3.2(3)
4. Description of Target Population	3.2(4)
5. Project Goals and Objectives	3.2(5)
6. Project Activities and Work Plan	3.2(6)

7. Evaluation Plan	3.2(7)
8. Budget Proposal	3.2(8)
9. Professional Responsibility and Data Privacy	3.2(9)
10. Required Statements and Forms	3.4

3.2 Detail of Proposal Components

The following will be considered minimum requirements of the Proposal. The emphasis should be on completeness and clarity of content.

- 1. Table of Contents:** List each section and the accompanying page number.
- 2. Executive Summary:** This component of the Proposal should demonstrate the Responder's understanding of the services requested in this RFP and any problems anticipated in accomplishing the work. The Executive Summary should also show the Responder's overall design of the project in response to achieving the deliverables as defined in this RFP. Specifically, the Executive Summary should demonstrate the Responder's familiarity with the project elements, its solutions to the problems presented and knowledge of the requested services.
- 3. Description of the Applicant Organization:** This section must include information on:
 - The programs and activities of the organization,
 - The number of people served,
 - Geographic area served, and
 - Staff experience, and/or programmatic accomplishments.

You should include reasons why your organization is capable of effectively delivering the services outlined in the RFP. Include a brief history of the organization and all strengths that are considered an asset to the program. You should demonstrate the length, depth, and applicability of all prior experience in providing the requested services, the skill and experience of lead staff, and designate a project manager with experience in planning and providing the proposed services.

As a component of its response, Responder may review the "Requirements for Qualifying as a Targeted Organization" list, available at the [DHS Grants and RFPs](#) website and explain how Responder's qualification as a Targeted Organization uniquely improves its ability to provide services to the Target Population.

- 4. Description of Target Population:** 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.

Describe the level of need for services in your community and what group or groups of individuals will be targeted for services by the Responder's program. Describe how your program will serve diverse populations, and especially populations experiencing inequities and/or disparities in this area. Be sure to address any underserved populations specifically identified in this RFP. Discuss whether your program and activities will have a local, regional, or statewide impact, and whether they will serve low- and moderate-income individuals and families. Describe the services provided and outreach methods that will be used to effectively reach the target population. Include a description of referral systems, staff experience, and other methodologies to reach the target population. Discuss how your programs and activities will positively impact the target population; you may provide examples, performance measures, and desired outcomes.

5. **Project Goals and Objectives:** This section should clearly define and discuss the goals and objectives of the project. Propose and describe specific milestones and outcomes that will be used to demonstrate the program's effectiveness.
6. **Project Activities and Work Plan:** All Proposals submitted under this RFP must address, in sufficient detail, how the Responder will fulfill the expected outcomes and features set forth above. Simply repeating the outcomes and features and asserting that they will be performed is not an acceptable response. This section should detail how the project will be carried out in an effective and efficient manner, including who will be involved, what resources are required, target dates for project activities and the timeframe for completion. Provide a description of the program design you propose to implement. See attached template Work Plan in Appendix B.
7. **Evaluation Plan:** The STATE is committed to funding services that produce a measurable result for the people of Minnesota. A successful Responder must develop indicators of the success and effectiveness of the program and be able to measure and evaluate them to determine outcomes. This section should describe the methods and criteria that will be used to measure whether the project goals and objectives have been achieved.
8. **Budget Proposal:** This section should specify the grant amount requested and detail all expenses for the proposed project. Describe and explain the proposed use of the grant funds and any applicable matching funds. Identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the applicant and each subcontracting entity. The explanation should provide sufficient detail to justify the total amount budgeted in each category. The program budget must be complete and reasonable, must correspond to the proposed program activities, and must specify how the amounts for each budget item were determined.

Responders are encouraged to apply for only the amount needed for their proposed programs. The total available funds will not necessarily be divided equally, nor will selected applicants be guaranteed the entire amount requested. Budget proposals will be judged on efficient use of

funds (that is, funds are being spent on direct services versus administrative costs, as detailed in their budget proposal) and overall cost-effectiveness. Submit the Budget proposal using the attached template Budget in Appendix C.

9. Professional Responsibility and Data Privacy:

i. Professional Responsibility: It is crucial that STATE locate reliable grantees to serve our clients. Therefore, Responders must be professionally responsible and include satisfactory information regarding their professional responsibility in their Proposals. Per Minnesota Office of Grant Management (OGM) Policies [08-02](#)¹ and [08-13](#),² Responder's past performance as a grantee of STATE will be considered when evaluating a grant application.

Professional responsibility information includes information concerning any complaints filed with or by professional, state and/or federal licensing/regulatory organizations within the past six years against your organization or employees relating to the provision of services. If such complaints exist, please include the date of the complaint(s), the nature of the complaint(s), and the resolution/status of the complaint(s), including any disciplinary actions taken.

All Proposals must also include information about litigation, pending and/or resolved within the past two years, that relates to the provision of services by your organization and/or its employees. If such litigation exists, please include the date of the lawsuit, nature of the lawsuit, the dollar amount being requested as damages, and if resolved, nature of the resolution (e.g., settled, dismissed, withdrawn by plaintiff, verdict for plaintiff with amount of damages awarded, verdict for Responder, etc.).

Responder may submit information which demonstrates recognition of their professional responsibility, including references and/or letters of recommendation. This may also include awards, certifications, and/or professional memberships.

The information collected from these inquiries will be used in STATE's determination of the award of the contract. It may be shared with other persons within the Minnesota Department of Children, Youth, and Families who may be involved in the decision-making process and/or with other persons as authorized by law. You are not required to provide any of the above information. However, if you choose not to provide the requested information, your organization's Proposal may be found nonresponsive and given no further consideration. The STATE reserves the right to request any additional information to assure itself of a Responder's professional status.

¹ https://mn.gov/admin/assets/08-02%20grants%20policy%20revision%20September%202017%20final_tcm36-312046.pdf

² https://mn.gov/admin/assets/08%2013%20grants%20policy%20revision%20Dec%202016%20final_tcm36-265658.pdf

ii. Data Privacy: If your organization or any proposed subcontractor has, in the past five years, suffered any breach or loss of personal, financial, or other data considered private or confidential, please provide a description of such breaches, and provide details on what steps were taken to address the issue both in the short term and the long term to prevent such a breach/loss from happening again.

3.3 Required Statements and Forms

Complete the correlating forms found in [eDocs](#)³ by searching for the form numbers referenced below, or by pasting the form file path name found in the footnotes below to your browser, and submitting the completed forms in the “Required Statements and Forms” section of your Proposal. You must use the current forms found in eDocs. Failure to submit a Required Statement or to use the most current forms found in eDocs is at the Responder’s risk and may, at the discretion of STATE, result in disqualification of the Proposal for nonresponsiveness.

a. Responder Information and Declarations ([DHS-7020-ENG](#))⁴: Complete the “Responder Information and Declarations” form available at the above link and submit it with the Proposal. If you are required to submit additional information as a result of the declarations, include the additional information as part of this form. Responder may fail the Required Statements Review in the event that Responder does not affirmatively warrant to any of the warranties in the Responder Information and Declarations. Additionally, STATE reserves the right to fail a Responder in the event the Responder does not make a necessary disclosure in the Responder Information and Declarations or makes a disclosure which evidences a conflict of interest.

b. Exceptions to Sample Contract and RFP Terms ([DHS-7019-ENG](#))⁵: The contents of this RFP and the Proposal(s) of the successful Responder(s) may become part of the final contract if a contract is awarded. A Responder who objects to any condition of this RFP or STATE’s sample contract terms and conditions (attached as **Appendix A**) must note the objection(s) on the “Exceptions to Sample Contract and RFP Terms and Conditions” form available at the above link and submit it with its Proposal. Much of the language reflected in the sample contract is required by statute. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Responders are cautioned that claiming either of the following may result in its Proposal being considered nonresponsive and receiving no further consideration:

1. Exceptions to the terms of the standard STATE contract that give the Responder a material advantage over other Responders;

³ <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>

⁴ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

⁵ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

2. Exceptions to all or substantially all boilerplate contract provisions.

c. Disclosure of Funding Form ([DHS-7018-ENG](#))⁶:

In order to comply with federal law, Responder is required to fill out the “Disclosure of Funding” form available at the above link and submit it with its Proposal. The form requires Responders to provide their Data Universal Numbering System (DUNS) number, which is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. If a Responder does not already have a DUNS number, a number may be obtained from the D&B by telephone (currently 866-705-5711) or online (currently at <http://fedgov.dnb.com/webform>). Responders must have a DUNS number before their Proposal is submitted.

d. Information Security Questions Form ([DHS-7895-ENG](#))⁷: Responder must complete the “Information Security Questions Form” available at the above link and submit it with its Proposal. STATE’s Office of Information Security may ask for additional information from successful Responders based on this form.

e. Documentation to Establish Financial Stability ([DHS-7896-ENG](#))⁸: It is the [policy of the State of Minnesota](#) to make grants to organizations that are sufficiently financially stable to carry out the purpose of the grant. The information collected under this section will be used in STATE’s determination of the award of the contract. Responder must complete the “Documentation to Establish Financial Stability” form and submit the form along with the financial statements required with its Proposal.

4. RFP PROCESS

4.1 Responders’ Conference

A Responders’ Conference (subject to recording) will be held on Tuesday, November 19, 2024, at 1:30 p.m. Central Time via *Microsoft Teams*. The conference will serve as an opportunity for Responders to ask specific questions of State staff concerning the project. Attendance at the Responders’ Conference is not mandatory but is recommended. Responders who would like to attend need to contact the State contact for this RFP. Oral answers given at the conference will be non-binding. Written responses to questions asked at the conference will be sent to all identified prospective Responders after the conference.

⁶ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7018-ENG>

⁷ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7895-ENG>

⁸ <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7896-ENG>

4.2 Responders' Questions

Responders' questions regarding this RFP must be submitted in writing on Tuesday, November 26, 2024 prior to 4:00 p.m. Central Time. All questions must be addressed to:

Indian Child Welfare Services – Primary Support question
Attention: DeeAnn Waupoose
Child Safety and Permanency Administration
Department of Children, Youth, and Families
P.O. Box 64943
St. Paul, MN 55164-0943
Fax: (651) 431-7491
Questions may be emailed to deeann.waupoose@state.mn.us

Other personnel are NOT authorized to discuss this RFP with Responders before the Proposal submission deadline. **Contact regarding this RFP with any State personnel not listed above could result in disqualification.** STATE will not be held responsible for oral responses to Responders.

Questions will be addressed in writing and distributed to all identified prospective Responders. Every attempt will be made to provide answers timely, within 5 days of receiving the question or no later than **weekday, Friday December 6, 2024.**

4.3 Proposal Submission

Proposals must be received on Friday, December 27, 2024 by 4:00 p.m. Central Time, to be considered. Late Proposals will not be considered and will not be opened. Faxed Proposals will not be accepted.

Proposals and all correspondence related to this RFP must be delivered through email to deeann.waupoose@state.mn.us:

Attention: DeeAnn Waupoose
Subject line: ICWA Urban Primary proposal

It is solely the responsibility of each Responder to assure that its Proposal is delivered at the specific place, in the specific format, and prior to the deadline for submission. **Failure to abide by these instructions for submitting Proposals may result in the disqualification of any non-complying Proposal.**

5. PROPOSAL EVALUATION AND SELECTION

5.1 Overview of Evaluation Methodology

1. All responsive Proposals received by the deadline will be evaluated by STATE. Proposals will be evaluated on “best value” as specified below. The evaluation will be conducted in three phases:

- a. *Phase I* Required Statements Review
- b. *Phase II* Evaluation of Proposal Requirements

c. *Phase III* Selection of the Successful Responder(s)

2. During the evaluation process, all information concerning the Proposals submitted, except for the name of the Responder(s), will remain non-public and will not be disclosed to anyone whose official duties do not require such knowledge.

3. Nonselection of any Proposals will mean that either another Proposal(s) was determined to be more advantageous to STATE or that STATE exercised the right to reject any or all Proposals. At its discretion, STATE may perform an appropriate cost and pricing analysis of a Responder's Proposal, including an audit of the reasonableness of any Proposal.

5.2 Evaluation Team

1. An evaluation team in consultation with the ICWA Advisory Council will be selected to evaluate Responder Proposals.

2. STATE and professional staff, other than the evaluation team, may also assist in the evaluation process. This assistance could include, but is not limited to, the initial mandatory requirements review, contacting of references, or answering technical questions from evaluators.

3. STATE in consultation with the ICWA Advisory Council, reserves the right to alter the composition of the evaluation team and their specific responsibilities.

5.3 Evaluation Phases

At any time during the evaluation phases, STATE may, at STATE's discretion, in consultation with the ICWA Advisory Council, contact any Responder to (1) provide clarification of their Proposal, (2) have each Responder provide an oral presentation of their Proposal, or (3) obtain the opportunity to interview the proposed key personnel. Reference checks may also be made at this time. However, there is no guarantee that STATE will look for information or clarification outside of the submitted written Proposal. Therefore, it is important that the Responder ensure that all sections of the Proposal have been completed to avoid the possibility of failing an evaluation phase or having their score reduced for lack of information.

1. *Phase I*: Required Statements and Forms Review

The Required Statements will be evaluated on a pass or fail basis. Responders must "pass" each of the requirements identified in section 3.3 to move to Phase II.

2. *Phase II*: Evaluation of Technical Requirements of Proposals

- a. Points have been assigned as follows to each of the component areas described in Section 3.2 of this RFP:

Proposal Components	Possible Points
1. Executive Summary	5
2. Description of the Applicant Organization	5
3. Description of Target Population	5
4. Project goals and objectives	20
5. Project Activities and Implementation Plan	20
6. Evaluation plan	20
7. Budget proposal	20
8. Professional Responsibility and Data Privacy	5
Total:	100 points

b. The evaluation team will review the components of each responsive Proposal submitted. Each component will be evaluated on the Responder's understanding and the quality and completeness of the Responder's approach and solution to the problems or issues presented.

3. Phase III: Selection of the Successful Responder(s)

- a. Only the Proposals found to be responsive under Phases I and II will be considered in Phase III.
- b. The evaluation team will review the scoring in making its recommendations of the successful Responder(s).
- c. STATE may submit a list of detailed comments, questions, and concerns to one or more Responders after the initial evaluation. STATE may require said response to be written, oral, or both. STATE will only use written responses for evaluation purposes. The total scores for those Responders selected to submit additional information may be revised as a result of the new information.
- d. The evaluation team will make its recommendation to the ICWA Advisory Council based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately 90 days after the Proposal submission due date.

5.4 Contract Negotiations and Unsuccessful Responder Notice

If a Responder(s) is selected, STATE will notify the successful Responder(s) in writing of their selection and STATE's desire to enter into contract negotiations. Until STATE successfully completes negotiations with the selected Responder(s), all submitted Proposals remain eligible for selection by STATE. Data created or maintained by the STATE as part of the evaluation process (except trade secret data as defined and classified in Minn. Stat. § 13.37) will be public data when contract negotiations have been successfully completed. If the STATE determines that it is unlikely that a Responder will be selected for contract negotiations, the STATE may, as a courtesy, notify the Responder that it has not been selected for contract negotiations.

In the event contract negotiations are unsuccessful with the selected Responder(s), the evaluation team may proceed with the next highest scorer.

After STATE and chosen Responder(s) have successfully negotiated a contract, STATE will notify the unsuccessful Responders in writing that their Proposals have not been accepted. All public information within Proposals will then be available for Responders to review, upon request.

6. REQUIRED CONTRACT TERMS AND CONDITIONS

A. Requirements. All Responders must be willing to comply with all state and federal legal requirements regarding the performance of the grant contract. **The full requirements are set forth throughout this RFP and are contained in the attached sample grant contract in the Appendix. The attached sample grant contract should be reviewed for the terms and conditions that will likely govern any resulting contract from this RFP.** Although this RFP establishes the basis for Responder Proposals, the detailed obligations and additional measures of performance will be defined in the final negotiated contract.

B. Governing Law/Venue. This RFP and any subsequent contract must be governed by the laws of State of Minnesota. Any and all legal proceedings arising from this RFP or any resulting contract in which STATE is made a party must be brought in the State of Minnesota, District Court of Ramsey County. The venue of any federal action or proceeding arising here from in which STATE is a party must be the United States District Court for the State of Minnesota in Ramsey County.

C. Preparation Costs. STATE is not liable for any cost incurred by Responders in the preparation and production of a Proposal. Any work performed prior to the issuance of a fully executed grant contract will be done only to the extent the Responder voluntarily assumes risk of non-payment.

D. Contingency Fees Prohibited. Pursuant to Minnesota Statutes, section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

E. Accessibility Standards. Any information systems, tools, information content, and/or work products, including the response to this solicitation/contract, applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT Accessibility Standards effective July 1, 2024, This standard requires in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508.

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#).⁹ (The relevant requirements are contained under the “Standards” tab at the link

⁹ <https://mn.gov/mnit/about-mnit/accessibility/>

above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and may not receive further consideration.

7. STATE'S AUTHORITY

1. STATE may:
 - A. Reject any and all Proposals received in response to this RFP;
 - B. Disqualify any Responder whose conduct or Proposal fails to conform to the requirements of this RFP;
 - C. Have unlimited rights to duplicate all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the Proposal;
 - D. Select for contract or for negotiations a Proposal which best represents "best value" as defined in Minnesota Statutes, section 16C.02, subdivision 4 and in this RFP document;
 - E. Consider a late modification of a Proposal if the Proposal itself was submitted on time and if the modifications were requested by STATE, and the modifications make the terms of the Proposal more favorable to STATE, and accept such Proposal as modified;
 - F. At its sole discretion, reserve the right to waive any non-material deviations from the requirements and procedures of this RFP;
 - G. Negotiate as to any aspect of the Proposal with any Responder and negotiate with more than one Responder at the same time, including asking for Responders' "Best and Final" offers;
 - H. Extend the grant contract, in increments determined by STATE, not to exceed a total contract term of five years;
 - I. Cancel the RFP at any time and for any reason with no cost or penalty to STATE; and
 - J. STATE will not be liable for any errors in the RFP or other responses related to the RFP.
2. The award decisions of STATE are final and not subject to appeal.
3. If federal funds are used in funding a contract that results from this RFP, in accord with 45 C.F.R. § 92.34, for Works and Documents created and paid for under the contract, the U.S. Department of Health and Human Services will have a royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents created and paid for under a resulting contract for federal government purposes.

Remainder of the page intentionally left blank. (Appendices follow)



Minnesota Department of Human Services Grant Contract with Tribal Nation

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, [Click here to enter division name](#) Division (“STATE”) and [Click here to enter Tribal Nation name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical address](#) (“TRIBAL NATION”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(7) III, has authority to enter into contracts for the following services: [Click here to enter services](#).

STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 7, shall not require an Indian tribe or band to deny its sovereignty as a requirement or condition of a contract with STATE.

TRIBAL NATION is a federally recognized Indian tribe with a reservation in Minnesota.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share private information with TRIBAL NATION.

TRIBAL NATION represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on [Click here to enter date](#), or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. [CHOOSE OPTION A OR OPTION B]

[OPTION A] This CONTRACT is valid through [Click here to enter expiration date](#), or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

[OPTION B] In the event this CONTRACT is continued by way of an amendment or new agreement, the expiration date is as amended or the date the 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 original expiration date of [Click here to enter expiration date](#), this CONTRACT will expire on [Click here to enter 60 calendar days from original expiration date](#).

1.3. No performance before notification by STATE. TRIBAL NATION may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minnesota Statutes, section 16B.98, subdivision 7, and TRIBAL NATION is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. TRIBAL NATION shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Indemnification; Information Privacy and Security; Intellectual Property Rights; Ownership of Equipment; State audit.

1.5. Time is of the essence. TRIBAL NATION will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. TRIBAL NATION'S DUTIES.

2.1 Duties. TRIBAL NATION shall perform duties in accordance with **Attachment A**, Work Plan, which is attached and incorporated into this CONTRACT.

2.2. Grant Progress Reports.

TRIBAL NATION shall submit grant progress reports to the STATE on a Choose an item basis. Grant progress reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. TRIBAL NATION shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Due Date:	For service period:
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item
Click here to enter date	Prior Choose an item

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#),¹⁰ as updated on July 1,

¹⁰ <https://mn.gov/mnit/about-mnit/accessibility/>

2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the State of Minnesota Accessibility Standard. Any documents, reports, communications, etc. contained in an electronic format that TRIBAL NATION delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by TRIBAL NATION under this CONTRACT.

a. Compensation.

1. TRIBAL NATION will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. TRIBAL NATION must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If TRIBAL NATION’s approved budget changes proceed without an amendment pursuant to this clause, TRIBAL NATION must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by TRIBAL NATION’s performance of this CONTRACT shall be no greater amount than provided by the most current and applicable maximum lodging and meals & incidental expenses rates for the state of Minnesota TRIBAL NATION published by the U.S. General Services Administration (GSA) in its Fiscal Year (FY) Per Diem Files (Archived). The files are located at the GSA Per Diem Files [website](#). TRIBAL NATION shall not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE. If out-of-state travel is approved, the maximum lodging and meals and incidental expenses rates for the approved travel destination shall be those stated in the referenced files.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to TRIBAL NATION shall not exceed **Click here to enter amount in words dollars (\$Click here to enter number amount of contract)**.

- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

- a. **Invoices.** Payments shall be made by STATE promptly after TRIBAL NATION submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **Click here to enter invoicing schedule.** If STATE does not prescribe a form, TRIBAL NATION may submit invoices in a mutually agreed invoice format.
- b. **Federal funds.** (Where applicable. If blank this section does not apply.) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to TRIBAL NATION. In the event of such termination, TRIBAL NATION shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 C.F.R. § 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award. STATE has determined that TRIBAL NATION is a “contractor” and not a “subrecipient” pursuant to 2 C.F.R. section 200.331.

Pass-through requirements. TRIBAL NATION acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, TRIBAL NATION may be subject to certain compliance obligations. TRIBAL NATION can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),¹¹ Exhibit 3 on page II-3, in addition to specific public policy requirements related to the federal funds here. To the degree federal funds are used in this contract, STATE and TRIBAL NATION agree to comply with all pass-through requirements, including each Party’s auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).¹²

1. *TRIBAL NATION’s Name:* MN Dept. of Human Services (Must match the name associated with the Unique Entity Identifier.)
2. *TRIBAL NATION’s Unique Entity Identifier (UEI):* Click here to enter UEI Effective April 4, 2022, the Unique Entity Identifier is the 12-character alphanumeric identifier established and assigned at [SAM.gov](#) to uniquely identify business entities and must match TRIBAL NATION’s name.

¹¹ <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

¹² <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

3. *Federal Award Identification Number (FAIN):* Click here to enter number
4. *Federal Award Date:* Click here to enter date (The date of the award to the MN Dept. of Human Services.)
5. *CONTRACT (subaward) Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
6. *CONTRACT (subaward) Budget Period Start and End Date:* Click here to enter date.
7. *Amount of federal funds obligated to TRIBAL NATION (subrecipient) in this CONTRACT: \$*
Click here to enter amount
8. *Total amount of federal funds committed to the TRIBAL NATION (subrecipient), including this CONTRACT: \$* Click here to enter amount
9. *Total Amount of the Federal Award from which the funds to the TRIBAL NATION (subrecipient) are drawn: \$*Click here to enter amount
10. *Federal Award Project description:* Click here to enter text.
11. *Name:*
 - A. Federal Awarding Agency: Click here to enter text
 - B. MN Dept. of Human Services (DHS)
 - C. Name and Contact information of DHS's awarding official: Click here to enter name and contact information of authorized representative
12. *Assistance Listings Number & Name (formerly known as CFDA No.):* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No.: Click here to enter number, Click here to enter title, Click here to enter total amount made available at time of disbursement
13. *Is this federal award related to research and development?* Yes No
14. *Indirect Cost Rate for this federal award is:* Click here to enter rate (including if the *de minimis* rate is charged.)

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by TRIBAL NATION pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable TRIBAL NATION, state and federal laws, rules, and regulations. TRIBAL NATION shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state, or TRIBAL NATION law, ordinance, rule, or regulation, or if TRIBAL NATION has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minnesota Statutes, section 16A.1245, TRIBAL NATION must pay all subcontractors, within ten (10) calendar days of TRIBAL NATION's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent (1.5%) per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minnesota Statutes, section 16B.98, subdivision 1, TRIBAL NATION agrees to minimize administrative costs as a condition of this grant. TRIBAL NATION shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0, et seq., TRIBAL NATION shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If TRIBAL NATION receives funds from a source other than STATE in exchange for services, then TRIBAL NATION may not receive payment from STATE for those same services. TRIBAL NATION shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

5.1. Reimbursement. TRIBAL NATION must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by TRIBAL NATION from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by TRIBAL NATION to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);
- d. Any amounts paid by STATE for which TRIBAL NATION'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by TRIBAL NATION to perform contract services, in accordance with clause 2, TRIBAL NATION'S Duties; and/or
- e. Any amount identified as a financial audit exception.

5.2. Unexpended Funds. TRIBAL NATION 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.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to TRIBAL NATION. Upon termination, TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the 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. 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.

6.2. Termination by the Commissioner of Administration.

In accord with Minnesota Statutes, section 16B.991, subdivision 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to TRIBAL NATION. STATE is not obligated to pay for any services that are provided after the effective date of termination. TRIBAL NATION will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. 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. STATE must provide TRIBAL NATION notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by TRIBAL NATION, STATE shall provide TRIBAL NATION written notice of the breach and ten (10) days to cure the breach. If TRIBAL NATION does not cure the breach within the time allowed, TRIBAL NATION will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If TRIBAL NATION has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minnesota Statutes, section 16B.991, subdivision 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). This representative shall have final authority for acceptance of TRIBAL NATION's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. Tribal Nation. TRIBAL NATION's Authorized Representative is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#). If TRIBAL NATION's Authorized Representative changes at any time during this CONTRACT, TRIBAL NATION must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) TRIBAL NATION's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is [Click here to enter name](#) or successor. Phone and email: [Click here to enter text](#).

8. INSURANCE REQUIREMENTS.

8.1. Workers' Compensation. TRIBAL NATION certifies that it is in compliance with [Minnesota Statutes, section 176.181](#), subdivision 2, pertaining to workers' compensation insurance coverage. TRIBAL NATION'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.

8.2. TRIBAL NATION agrees to at all times during the term of this grant contract to keep in force a commercial general liability insurance policy with the following minimum amounts: \$2,000,000 per occurrence and \$2,000,000 annual aggregate, protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the grant contract whether the operations are by TRIBAL NATION or by a subcontractor or by anyone directly or indirectly employed by TRIBAL NATION under the grant contract.

9. LIABILITY.

STATE and TRIBAL NATION agree to be responsible for their own acts and behavior and the results thereof. STATE's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736.

10. [OPTION 1] INFORMATION PRIVACY AND SECURITY.

2. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to TRIBAL NATION under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.
3. It is expressly agreed that TRIBAL NATION will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. §§ 160 or 164. Accordingly, TRIBAL NATION is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, TRIBAL NATION is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If TRIBAL NATION has

responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, TRIBAL NATION will be responsible for its own compliance.

4. Notwithstanding paragraph a. and b., in its capacity as TRIBAL NATION under this CONTRACT, TRIBAL NATION must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. TRIBAL NATION will be performing functions of a government entity under Minnesota Statutes, section 13.05, subdivision 11, and thus any data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this contract is subject to the protections of the Data Practices Act.
5. In its capacity as TRIBAL NATION under this contract, TRIBAL NATION is being made an agent of the “welfare system” as defined in Minnesota Statutes, section 13.46, subdivision 1, and any data collected, created, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
6. If TRIBAL NATION receives a request to release data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT, TRIBAL NATION must immediately notify and consult with STATE’s Authorized Representative as to how TRIBAL NATION should respond to the request.
7. Under this CONTRACT, TRIBAL NATION is performing the functions of a government entity including, but not limited to, responding appropriately pursuant to Minnesota Statutes, sections 13.03 and 13.04 to requests for data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.
8. TRIBAL NATION’s obligations while performing the functions of a government entity include, but are not limited to, complying with Minnesota Statutes, section 13.05, subdivision 5 to establish appropriate security safeguards for all records containing data on individuals.
9. TRIBAL NATION must comply with Minn. Stat. § 13.055 to investigate and appropriately report or notify regarding any potential unauthorized acquisition of data created, collected, received, stored, used, maintained, or disseminated by TRIBAL NATION in performing its duties under this CONTRACT.

10. [OPTION 2] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement Terms and Conditions”, which is attached and incorporated into this Contract as **Attachment Click here to enter letter**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement.

10. [OPTION 3] INFORMATION PRIVACY AND SECURITY. Information privacy and security shall be governed by the “Data Sharing Agreement and Business Associate Agreement Terms and Conditions” which is attached and incorporated into this CONTRACT as **Attachment Click here to enter letter**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created, or originated by TRIBAL NATION, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by TRIBAL NATION, its employees, agents, or subcontractors, in the performance of this CONTRACT.

If any copyrightable material is developed in the course of or under this grant, the STATE and the United States Department of Health and Human Services shall have a royalty-free, nonexclusive, perpetual, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

All advertisements, publications and related materials which are produced by TRIBAL NATION and refer to contract services shall state that such services are funded under contract with the STATE and where federal funds are involved, state by reference the specific funding source.

12. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-state party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. PUBLICITY.

13.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify 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, websites, social media, and similar public notices prepared by or for the TRIBAL NATION individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the TRIBAL NATION's website when practicable.

13.2. Endorsement. TRIBAL NATION must not claim that STATE endorses its products or services.

14. AUDIT REQUIREMENTS AND TRIBAL NATION DEBARMENT INFORMATION.

14.1. State audit.

Under Minnesota Statutes, section 16B.98, subdivision 8, the books, records, documents, and accounting procedures and practices of the TRIBAL NATION or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT 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.

14.2. Independent audit. If TRIBAL NATION conducts or undergoes an independent audit during the term of this CONTRACT, notice of the audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and TRIBAL NATION debarment information. TRIBAL NATION certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, TRIBAL NATION acknowledges that TRIBAL NATION and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies, or political subdivisions.

TRIBAL NATION certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. TRIBAL NATION's certification is a material representation upon which the CONTRACT award was based. TRIBAL NATION shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

TRIBAL NATION's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore TRIBAL NATION must certify the following, as required by 2 C.F.R § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered

transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. TRIBAL NATION DATA DISCLOSURE.

Consistent with Minnesota Statutes, sections 270B.09, 270C.65, subdivision 3, and 270C.66, and other applicable law, TRIBAL NATION understands that disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, may be provided 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 TRIBAL NATION to file state tax returns and pay delinquent state tax liabilities, if any.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. TRIBAL NATION will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. TRIBAL NATION shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to Clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and TRIBAL NATION. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1 Competitive bidding and preferred vendors.

- 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. TRIBAL NATION must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List.](#)
 - ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program.](#)

- iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#).
- e. TRIBAL NATION 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. TRIBAL NATION 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:
 - i. Vendors/grantees included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant; or
 - ii. It is determined there is only one legitimate or practical source for such materials or services and that the vendor/grantee has established a fair and reasonable price.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minnesota Statutes, sections 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. 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. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, TRIBAL NATION must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, TRIBAL NATION must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

TRIBAL NATION, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. TRIBAL NATION shall ensure that the material obligations, borne by the TRIBAL NATION in this CONTRACT, apply as between TRIBAL NATION and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and TRIBAL NATION.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with all applicable TRIBAL NATION, state and federal law and regulations. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations may result in CONTRACT termination and/or reporting to authorities by STATE.

20.2 Nondiscrimination. TRIBAL NATION will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression,

disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. TRIBAL NATION must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, TRIBAL NATION's employee, a program participant, and a member of the public.

"Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any TRIBAL NATION program or activity.

TRIBAL NATION will ensure that all of its employees and agents comply all TRIBAL NATION harassment and nondiscrimination policies.

TRIBAL NATION's use of tribal member and/or American Indian preference for training and employment opportunities consistent with the Indian Self-Determination and Education Assistance Act, 25 U.S.C. § 5307, and implementing federal regulations, does not violate these nondiscrimination provisions.

20.3 Grants management policies. TRIBAL NATION must comply with required [Grants Management Policies and procedures](#) as specified in Minnesota Statutes, section 16B.97, subdivision 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by the Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. TRIBAL NATION certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. TRIBAL NATION shall immediately notify STATE if a conflict of interest arises.

20.5 Sovereign Immunity. Pursuant to Minnesota Statutes, sections 16B.98, subdivision 10, and 16C.05, subdivision 7, the STATE may not require a federally recognized Indian tribe to deny its sovereignty as a requirement or condition of a grant or contract with the state or an agency of the state. Neither the terms of this CONTRACT nor the TRIBAL NATION's entrance into this CONTRACT shall be construed as a waiver or limited waiver of the TRIBAL NATION's sovereign immunity. In the event the terms and conditions set forth in this section conflict with the provisions of this CONTRACT, this section shall govern.

21. OTHER PROVISIONS

21.1. Contingency Planning. This section applies if TRIBAL NATION will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, TRIBAL NATION and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;

- b.** Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c.** Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;
- d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f.** Include a procedure for returning to normal operations; and
- g.** Be available for inspection upon request.

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Signature Page Follows

1. STATE ENCUMBRANCE VERIFICATION *Individual certifies that funds have been encumbered as required by Minnesota Statutes, Chapter 16A and section 16C.05 or Department of Administration Policy 21-01.*

By: _____

Date: _____

Contract No: _____

2. TRIBAL NATION

Signatory certifies that TRIBAL NATION's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the TRIBAL NATION to the terms of this Agreement. TRIBAL NATION and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

TRIBAL NATION

State Authorized Representative

APPENDIX B: SAMPLE WORKPLAN

Please use this format for writing your workplan. Add as many goals, objectives, program activities/timelines and performance indicators as needed to explain what you are proposing.

Please provide two separate workplans: one for State Fiscal Year (SFY) 2026 and one for each year up to SFY 2028. SFY 2026 runs from July 1, 2025 to June 30, 2026, SFY 2027 runs from July 1, 2026 to June 30, 2027, SFY 2028 runs from July 1, 2027 to June 30, 2028.

Workplan for State Fiscal Year (SFY) 2026 (July 1, 2025 - June 30, 2026)

GOAL 1:

Deliverable 1:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 2:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 3:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 4:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 5:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

GOAL 2:

Deliverable 1:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 2:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 3:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 4:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

GOAL 3:

Deliverable 1:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 2:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.
- 2.

Deliverable 3:

Activities and Timelines

Activities/Tasks/Implementation Plan and Timeline

Outcome Evaluation

- 1.

APPENDIX C: SAMPLE BUDGET

BUDGET SUMMARY AND JUSTIFICATION

A separate budget summary is required for each year. Dollar amounts should be rounded to the nearest dollar (e.g., \$1.49, or less = \$1.00 and \$1.50 or more = \$2.00).

Indirect cost rates may be allowable if sufficient cost detail is submitted justifying the indirect cost rate. If the agency has negotiated an indirect cost rate with the federal government, submit the letter announcing the approved rate and the exhibits detailing indirect and direct costs for the agency. Submitting the rate itself is not sufficient. Indirect costs may also be reimbursed if no federal rate exists if the applicant submits a detailed listing of all direct and indirect costs for the most recent fiscal year. State any explanations on a separate page and attach. STATE is under no obligation to reimburse indirect costs unless approved in advance as part of the grant contract agreement.

BUDGET SUMMARY Year 1(FY26) Grant Year July 1, 2025, to June 30, 2026		BUDGET SUMMARY Year 2(FY27) Grant Year July 1, 2026, to June 30,2027	
CATEGORY	TOTAL BUDGET Year 1	CATEGORY	TOTAL BUDGET Year 2
Salaries	\$	Salaries	
Fringe Benefits	\$	Fringe Benefits	
Contracted Services	\$	Contracted Services	
Space Cost (including utilities)	\$	Space Cost (including utilities)	
Equipment	\$	Equipment	
Bonds and Insurance	\$	Bonds and Insurance	
Copying	\$	Copying	
Data Processing	\$	Data Processing	
Communications	\$	Communications	
Instate Travel	\$	Instate Travel	
Out-of-State Travel	\$	Out-of-State Travel	
Program Costs	\$	Program Costs	
Evaluation	\$	Evaluation	
Audit	\$	Audit	
Staff Development	\$	Staff Development	
Total Direct Costs	\$	Total Direct Costs	
Indirect Cost (See note above, attach indirect cost detail)	\$	Indirect Cost (See note above, attach indirect cost detail)	
TOTAL REQUEST Year 1	\$	TOTAL REQUEST Year 2	

A separate budget summary is required for each year. Dollar amounts should be rounded to the nearest dollar (e.g., \$1.49, or less = \$1.00 and \$1.50 or more = \$2.00).

Indirect cost rates may be allowable if sufficient cost detail is submitted justifying the indirect cost rate. If the agency has negotiated an indirect cost rate with the federal government, submit the letter announcing the approved rate and the exhibits detailing indirect and direct costs for the agency. Submitting the rate itself is not sufficient. Indirect costs may also be reimbursed if no federal rate exists if the applicant submits a detailed listing of all direct and indirect costs for the most recent fiscal year. State any explanations on a separate page and attach. STATE is under no obligation to reimburse indirect costs unless approved in advance as part of the grant contract agreement.

BUDGET SUMMARY Year 3(FY28) Grant Year July 1, 2027, to June 30, 2028		BUDGET SUMMARY Year 4(FY29) Grant Year July 1, 2028, to June 30,2029	
CATEGORY	TOTAL BUDGET Year 3	CATEGORY	TOTAL BUDGET Year 4
Salaries	\$	Salaries	
Fringe Benefits	\$	Fringe Benefits	
Contracted Services	\$	Contracted Services	
Space Cost (including utilities)	\$	Space Cost (including utilities)	
Equipment	\$	Equipment	
Bonds and Insurance	\$	Bonds and Insurance	
Copying	\$	Copying	
Data Processing	\$	Data Processing	
Communications	\$	Communications	
Instate Travel	\$	Instate Travel	
Out-of-State Travel	\$	Out-of-State Travel	
Program Costs	\$	Program Costs	
Evaluation	\$	Evaluation	
Audit	\$	Audit	
Staff Development	\$	Staff Development	
Total Direct Costs	\$	Total Direct Costs	
Indirect Cost (See note above, attach indirect cost detail)	\$	Indirect Cost (See note above, attach indirect cost detail)	
TOTAL REQUEST Year 3	\$	TOTAL REQUEST Year 4	