

## Minnesota Department of Children, Youth, and Families - Office of Economic Opportunity

# Request for Proposals for a Grantee to Partner with State to Distribute Diapers and Wipes Statewide.

**Date of Publication: March 10, 2025.**

### **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 651-431-4945 or by using your preferred relay service. For other information on disability rights and protections, contact DHS's Americans with Disabilities Act (ADA) office at 651-431-4945.

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# **1. INTRODUCTION**

## **1.1 Objective of RFP**

The Minnesota Department of Children, Youth, and Families, through its Office of Economic Opportunity Division (STATE), is seeking Proposals from qualified Responders to partner with the STATE to distribute diapers and wipes statewide. The target population for services are under-resourced families across the State of Minnesota. The term of any resulting contract is anticipated to be for 24 months, from July 1, 2025, until June 30, 2027. STATE may extend the contract up to a total of five (5) years.

## **1.2 Proposal due date**

**Proposals must be submitted on April 11, 2025 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**

In State Fiscal Year 2023, Minnesota State Legislature established the Diaper Distribution Grant Program (currently codified in Minnesota Statutes, section 142A.42), which allocates funding to support the distribution of diapers and wipes to under-resourced families statewide, for children from birth through early childhood. Through this statute, funding is open for eligible entities through a competitive RFP process.

## **1.4 Funding Availability**

The Successful Responder(s) will have access to approximately one million, one hundred six thousand dollars (\$1,106,000) for the 2026-27 biennium. Ninety percent (90%) of the total funding must be used for purchasing diapers and wipes, and 10% of the funding may be used for administrative expenses.

Funding will be allocated through a competitive process with review by a committee representing content and, if applicable, community specialists with regional knowledge. No applicant should assume that the funding will be awarded based upon receipt of past funding from STATE. If selected, 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.

Minnesota Statutes, section 142A.42 allows grants for well-established partners to purchase and distribute diapers and wipes and support the infrastructure needed to efficiently manage diaper

procurement and distribution statewide. Priority will be given in the selection process to Proposals that demonstrate capacity to distribute diapers statewide to organizations or programs serving under-resourced families with young children.

To be eligible for a grant under this section, an applicant must demonstrate its capacity to distribute diapers statewide by having:

1. A network of well-established distribution partners;
2. The infrastructure needed to efficiently manage diaper procurement and distribution statewide;
3. A commitment to and demonstration of working with organizations across ideological and political spectrums;
4. The ability to address diaper need for children from birth through early childhood; and
5. A commitment to working with an equity framework by ensuring access to organizations that provide culturally specific services or are located in communities with high concentrations of poverty.

## **2.2 Tasks and Deliverables**

Responder Proposals must address how Responders will achieve the following projected quarterly goals for this project as follows:

- i. Distributing supplies to at least 10 partners\* in greater MN (outside the 7-county metro area);
- ii. Distributing supplies to at least 15 partners\* in the 7-county metro area;
- iii. Distributing at least 300,000 diapers in one quarter across all partners (greater MN & 7 County metro area);
- iv. Distributing at least 2,500 packs of wipes, or 200,000 wipes (estimated 80 wipes/pack) in one quarter across all partners (greater MN & 7 County metro area);
- v. Providing estimated demographic data showing distribution partners reaching underserved families with children ages birth to 5 years old statewide.

\*Partners can be defined by Responder and can range in size and capacity to receive shipments of diapers and wipes.

Successful Responder(s) will be required to submit semi-annual data reports. Reporting requirements will include:

- vi. a narrative of progress made during the reporting period;
- vii. the number of diapers and wipes distributed during the reporting period;
- viii. the estimated number of families served Statewide during the reporting period;
- ix. estimates of demographics of families served during the reporting period.

The disbursement of funds will be dependent upon the timely and consistent submission of all required reporting information.

## 2.3 Collaboration

Joint Proposals from multiple Responders will be accepted, and collaboration with a network of distribution partners is required. A single fiscal agent/lead organization is required for joint Proposals.

## 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 non-responsiveness. 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. Items 1-4 can be completed as one document with each item clearly labeled. Items 4-8 should be completed using individual attachments for each item.

- 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 explain how its staff and leadership are reflective of the community, culturally competent, and responsive to the population(s) being served (see next section). Identify the plan, including that related to staff recruitment and retention, for improving community ties, rapport, and engagement.

**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.

This grant will serve:

- Under-resourced families with children ages birth - early childhood that need diapers and wipes.

Grant outcomes:

- Grant outcomes and objectives should address the items listed above in the Scope of Work, Overview.

Describe the level of need for services in the community and what group or groups of individuals will be targeted for services by the Responder's program. Describe how Responder's 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 the 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 the programs and activities will positively impact the target population.

5. **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. **Submit the Workplan using the attached template Work Plan Form in Appendix B.**
6. **Project Goals and Objectives:** This section should clearly define and discuss the specific goals and objectives of the project. Use the ***“Project implementation timeline” chart***, found at the end of the **Work Plan template in Appendix B**, to propose and describe specific milestones that will be used to demonstrate the program’s effectiveness.
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 explain how the grantee will measure whether the project goals and objectives have been achieved. Submit the Evaluation Plan using the attached **template Evaluation Plan in Appendix C.**
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, identify supporting services, associated costs and which components are essential to delivering minimum quality services. Include a budget narrative for the respondent. 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 the amount determined in this RFP, \$1,106,000, \$553,000 in SFY26 and \$553,000 in SFY27. 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 and Narrative using the attached **Budget and narrative forms in Appendix D.**
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 and 08-13, 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 Human Services 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.

**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](#)<sup>1</sup> (search for the form numbers referenced below at the [eDocs](#) link, or paste the form file path name found in the footnotes below to your browser) and submit 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.

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<sup>1</sup> <http://mn.gov/dhs/general-public/publications-forms-resources/edocs/index.jsp>



**a. Responder Information and Declarations (DHS-7020-ENG)<sup>2</sup>:** 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)<sup>3</sup>:** 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;
2. Exceptions to all or substantially all boilerplate contract provisions.

**c. Disclosure of Funding Form (DHS-7018-ENG)<sup>4</sup>:**

(Applies if federal money will be used or may potentially be used to pay for all or part of the work under the contract). 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 a Responder to provide its Unique Entity Identifier (UEI) to uniquely identify business entities. If a Responder does not already have a UEI, it may be obtained from [SAM.gov](https://sam.gov).

**d. Documentation to Establish Financial Stability (DHS-7896-ENG)<sup>5</sup>:**

Minnesota Statutes, section 16B.981/[Laws of Minnesota 2023, chapter 62](#), article 7, section 11 requires that a pre-award risk assessment is conducted for grant awards of \$50,000 or more.

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<sup>2</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7020-ENG>

<sup>3</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7019-ENG>

<sup>4</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7018-ENG>

<sup>5</sup> <https://edocs.dhs.state.mn.us/lfserver/Public/DHS-7896-ENG>

All grantees as defined in Minnesota Statutes, section 16B.98, subdivision 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.

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 with its Proposal. STATE will request the applicable documentation upon its determination that Responder is a finalist in the solicitation process.

## **4. RFP PROCESS**

### **4.1 Responders' Questions**

**Responders' questions regarding this RFP must be submitted in writing on March 24, 2025 prior to 4:00 p.m. Central Time.** All questions must be addressed to:

Diaper Distribution Program Grant question--  
Attention: Amy Parker  
Amy.Parker@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, no later than **March 27, 2025.**

### **4.2 Proposal Submission**

**The Proposal must be submitted electronically on April 11, 2025 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.

Clearly label the original "Proposal – Diaper Distribution Program Grant." The main body of the Proposal pages must be numbered and submitted in 12-point font on 8 ½ X 11-inch paper, single spaced. The size and/or style of graphics, tabs, attachments, margin notes/highlights, etc. are not restricted by this RFP and their use and style are at the Responder's discretion.

The RFP must be emailed to:

Diaper Distribution Program Grant Proposal--Attention: **Megan Heisz**  
Megan.Heisz@state.mn.us

It is solely the responsibility of each Responder to assure that its Proposal is delivered electronically, 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 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 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, contact Responders 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:

| <b>Proposal Components</b>                      | <b>Possible Points</b> |
|---|------------------------|
| 1. Executive Summary                            | <b>15</b>              |
| 2. Description of the Applicant Organization    | <b>5</b>               |
| 3. Description of Target Population             | <b>5</b>               |
| 4. Project goals and objectives                 | <b>20</b>              |
| 5. Project Activities and Implementation Plan   | <b>20</b>              |
| 6. Evaluation plan                              | <b>15</b>              |
| 7. Budget proposal                              | <b>15</b>              |
| 8. Professional Responsibility and Data Privacy | <b>5</b>               |
| Total:  | <b>100 points</b>      |

- 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 based on the above-described evaluation process. The successful Responder(s), if any, will be selected approximately 30 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 Minn. Stat. § 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 State of Minnesota Accessibility Standard effective September 1, 2010, as updated on July 1, 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](#).<sup>6</sup> (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 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

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<sup>6</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

works or Documents created and paid for under a resulting contract for federal government purposes.

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

## Appendix A: Sample State Grant Contract



# Minnesota Department of Children, Youth, and Families Grant Contract

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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 Grantee Name](#), an independent grantee, not an employee of the State of Minnesota, located at [Click here to enter physical street address, city, state, zip code](#) (“GRANTEE”).

## RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) [Click here to enter additional authority if applicable](#), has authority to enter into contracts for the following services: [Click here to enter services](#).

GRANTEE 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 effective 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.** GRANTEE 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 GRANTEE is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** GRANTEE 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; Publicity; Ownership of Equipment; State audit; and Jurisdiction and Venue.

**1.5. Time is of the essence.** GRANTEE 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. GRANTEE'S DUTIES.**

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

### **2.2. Grant Progress Reports.**

GRANTEE 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. GRANTEE shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

| <b>Due Date:</b>                         | <b>For service period:</b>           |
|--|--------------------------------------|
| <a href="#">Click here to enter date</a> | Prior <a href="#">Choose an item</a> |
| <a href="#">Click here to enter date</a> | Prior <a href="#">Choose an item</a> |
| <a href="#">Click here to enter date</a> | Prior <a href="#">Choose an item</a> |
| <a href="#">Click here to enter date</a> | Prior <a href="#">Choose an item</a> |

**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](#),<sup>7</sup> as updated on July 1, 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 and any documents, reports, communications, etc. contained in an electronic format that GRANTEE 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 GRANTEE under this CONTRACT.

**a. Compensation.**

1. GRANTEE will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
  - a. GRANTEE must obtain STATE written approval before changing any part of the budget.
  - b. Notwithstanding Clause 19.1 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 GRANTEE’s approved budget changes proceed without an amendment pursuant to this clause, GRANTEE 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 as a result of GRANTEE’s performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner’s Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner’s Plan, page 69, Chapter 15](#).<sup>8</sup> GRANTEE shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

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<sup>7</sup> <https://mn.gov/mnit/about-mnit/accessibility/>

<sup>8</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to GRANTEE 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 GRANTEE 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, GRANTEE may submit invoices in a mutually agreed invoice format.

## 4. CONDITIONS OF PAYMENT.

**4.1. Satisfaction of STATE.** All services provided by GRANTEE 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 federal, state, and local laws, ordinances, rules and regulations including business registration requirements of the Office of the Secretary of State. GRANTEE shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if GRANTEE 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, GRANTEE must pay all subcontractors, within ten (10) calendar days of GRANTEE's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent 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, GRANTEE agrees to minimize administrative costs as a condition of this grant. GRANTEE 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., GRANTEE shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If GRANTEE receives funds from a source other than STATE in exchange for services, then GRANTEE may not receive payment from STATE for those same services. GRANTEE shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

#### **4.4. Unexpended Funds.**

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.

#### **5. PAYMENT RECOURPMENT.**

GRANTEE 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 GRANTEE from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by GRANTEE 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 GRANTEE'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by GRANTEE to perform contract services, in accordance with clause 2, GRANTEE'S Duties; and/or
- e. Any amount identified as a financial audit exception.

#### **6. TERMINATION.**

##### **6.1. Termination by the State.**

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to GRANTEE. Upon termination, GRANTEE 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 GRANTEE. STATE is not obligated to pay for any services that are provided after the effective date of termination. GRANTEE 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 GRANTEE 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 GRANTEE, STATE shall provide GRANTEE written notice of the breach and ten (10) days to cure the breach. If GRANTEE does not cure the breach within the time allowed, GRANTEE will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If GRANTEE 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 state grant.** In accord 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 state 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 phone](#) and [Click here to enter email](#). This representative shall have final authority for acceptance of GRANTEE's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

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

**7.3. Information Privacy and Security.** (If applicable) GRANTEE'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 phone](#) and [Click here to enter email](#).

## **8. INSURANCE REQUIREMENTS.**

GRANTEE shall not begin work under the CONTRACT until it has obtained all the insurance described below and STATE has approved such insurance. GRANTEE shall maintain the insurance in force and effect throughout the term of the contract. GRANTEE is required to maintain and furnish satisfactory evidence of the following insurance policies.

**8.1. Worker's Compensation.** The GRANTEE certifies that it is in compliance with Minnesota Statutes, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE's employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE's obligation or responsibility. Minimum insurance limits are as follows:

- \$100,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts GRANTEE from Workers' Compensation insurance mandates, including if GRANTEE has no employees in the State of Minnesota, GRANTEE must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes GRANTEE from the Minnesota Workers' Compensation requirements.

GRANTEE's employees and agents will not be considered employees of STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way STATE's obligation or responsibility.

**8.2. General Commercial Liability Insurance.** GRANTEE agrees that it will at all times during the term of the grant contract keep in force a commercial general liability insurance policy with the following minimum insurance limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

Such insurance will protect 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 GRANTEE or by a subcontractor or by anyone directly or indirectly employed by GRANTEE under the grant contract. STATE will be named as both an additional insured and a certificate holder on the general commercial liability policy.

**8.3. Employee Theft and Dishonesty Policy.** GRANTEE agrees to keep in force a blanket employee theft and employee dishonesty policy in at least the total amount of the first year's grant award as an addendum on its property insurance policy. If it is not feasible to include a blanket employee theft and employee dishonesty policy as an addendum to a property insurance policy, then GRANTEE must keep in force a stand-alone employee theft and employee dishonesty policy.

STATE will be named as both a joint payee and a certificate holder on the employee theft and employee dishonesty policy. Only in cases in which the first year's grant award exceeds the available employee

theft and employee dishonesty coverage may grantees provide blanket employee theft and employee dishonesty insurance in an amount equal to either 25% of the yearly grant amount, or the first quarterly advance amount, whichever is greater.

Upon execution of this grant contract, GRANTEE shall furnish STATE with a certificate of employee theft and employee dishonesty insurance.

**8.4. Commercial Automobile Liability Insurance.** GRANTEE is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this CONTRACT. In the case that any work is subcontracted, GRANTEE will require the subcontractor to maintain Commercial Automobile Liability insurance that conforms to this section. Minimum insurance limits are as follows:

- \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

**8.5. Professional Liability Insurance.**

This policy will provide coverage for all claims the GRANTEE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to GRANTEE’s professional services required under the CONTRACT. GRANTEE is required to carry the following **minimum** insurance limits:

- \$2,000,000 – per claim or event
- \$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the GRANTEE and may not exceed \$50,000 without the written approval of the STATE. If the GRANTEE desires authority from the STATE to have a deductible in a higher amount, the GRANTEE shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that the STATE can ascertain the ability of the GRANTEE to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this CONTRACT and GRANTEE shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by GRANTEE to fulfill this requirement.

**8.6. Additional Insurance Conditions:**

- a. GRANTEE’s policies shall be primary insurance to any other valid and collectible insurance available to STATE with respect to any claim arising out of GRANTEE’s performance under this CONTRACT.

- b. If GRANTEE receives a cancellation notice from an insurance carrier providing coverage, GRANTEE agrees to notify STATE within five (5) business days with a copy of the cancellation notice, unless GRANTEE's policies contain a provision that coverage afforded under the policies will not be cancelled without at least thirty (30) days advance written notice to STATE.
- c. GRANTEE is responsible for payment of CONTRACT related insurance premiums and deductibles.
- d. STATE shall be named as a certificate holder on applicable policies.
- e. An Umbrella or Excess Liability insurance policy may be used to supplement GRANTEE's policy limits to satisfy the full policy limits required by CONTRACT.

## **9. INDEMNIFICATION.**

In the performance of this CONTRACT by GRANTEE, or GRANTEE's agents or employees, GRANTEE must indemnify, save, and hold harmless the STATE, its agents and employees, from any claims or causes of action, including attorney's fees incurred by STATE, to the extent they are caused by GRANTEE's:

- a. Intentional, willful, or negligent acts or omissions;
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this clause do not apply in the event the claim or cause of action is the result of STATE's sole negligence. This clause will not be construed to bar any legal remedies GRANTEE may have for STATE's failure to fulfill its obligation under this CONTRACT.

## **10. INFORMATION PRIVACY AND SECURITY.**

1. 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 GRANTEE 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.](#)
2. It is expressly agreed that GRANTEE 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, GRANTEE 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, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, GRANTEE will be responsible for its own compliance.



3. Notwithstanding paragraph a. and b., in its capacity as GRANTEE under this CONTRACT, GRANTEE must comply with the provisions of the Data Practices Act as though it were a governmental entity as defined by the Data Practices Act. GRANTEE 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 GRANTEE in performing its duties under this contract is subject to the protections of the Data Practices Act. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data governed by the Data Practices Act, Minn. Stat. Ch. 13, by either GRANTEE or STATE.
4. In its capacity as GRANTEE under this contract, GRANTEE 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 GRANTEE in performing its duties under this Contract is explicitly subject to the protections of Minn. Stat. § 13.46.
5. If GRANTEE receives a request to release data created, collected, received, stored, used, maintained or disseminated by GRANTEE in performing its duties under this CONTRACT, GRANTEE must immediately notify and consult with STATE’s Authorized Representative as to how GRANTEE should respond to the request.
6. Under this CONTRACT, GRANTEE 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 GRANTEE in performing its duties under this CONTRACT.
7. GRANTEE’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.
8. GRANTEE must comply with [Minnesota Statutes, section 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 GRANTEE in performing its duties under this CONTRACT.

## **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 GRANTEE, 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 GRANTEE, its employees, agents, or subcontractors, in the performance of this CONTRACT.

**11.2. Ownership.** STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE, and all such Works and Documents must be immediately returned to STATE by GRANTEE upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, GRANTEE must cite the data or make clear by referencing that STATE is the source.

### **11.3. Responsibilities.**

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by GRANTEE, including its employees and subcontractors, and are created and paid for under this CONTRACT, GRANTEE will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** GRANTEE must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. GRANTEE must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** GRANTEE represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at GRANTEE’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in GRANTEE’s or STATE’s opinion is likely to arise, GRANTEE must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

## **12. PUBLICITY.**

**12.1. 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 GRANTEE 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 GRANTEE's website when practicable.

**12.2. Endorsement.** GRANTEE must not claim that STATE endorses its products or services.

## **13. VOTER REGISTRATION REQUIREMENT.**

GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by GRANTEE. Voter Registration materials can be found at the Secretary of State's [website](#).<sup>9</sup>

## **14. 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.

## **15. AUDIT REQUIREMENTS AND GRANTEE DEPARTMENT INFORMATION.**

### **15.1. State audit.**

Under [Minnesota Statutes, section 16B.98, subdivision 8](#), the books, records, documents, and accounting procedures and practices of the GRANTEE or other party that are relevant to the CONTRACT

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<sup>9</sup> <https://www.sos.state.mn.us/elections-voting/get-involved/voter-outreach-materials/>

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.

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

**15.3. Federal audit requirements and GRANTEE debarment information.** GRANTEE 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, GRANTEE acknowledges that GRANTEE and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities expending \$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.

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

GRANTEE 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/>. GRANTEE's certification is a material representation upon which the CONTRACT award was based. GRANTEE 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.

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

GRANTEE'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 GRANTEE 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 C.F.R 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.

**16. GRANTEE DATA DISCLOSURE.**

Consistent with Minnesota Statutes, sections 270B.09, [270C.65](#), subdivision 3, and 270C.66, and other applicable law, GRANTEE 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 GRANTEE to file state tax returns and pay delinquent state tax liabilities, if any.

**17. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**18. CLERICAL ERRORS AND NON-WAIVER.**

**18.1. Clerical error.** Notwithstanding Clause 19.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. GRANTEE will be informed of errors that have been fixed pursuant to this paragraph.

**18.2. 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.

**19. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**19.1. 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.

**19.2. Assignment.** GRANTEE shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

### **19.3. 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 19.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and GRANTEE. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**19.4. Drafting party.** The parties agree that each party has individually 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.

## **20. PROCURING GOODS AND CONTRACTED SERVICES.**

### **20.1. 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. GRANTEE 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. 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. 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:
  - 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.*

**20.2. 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.

**20.3. Debarred vendors.** In the provision of goods or services under this CONTRACT, GRANTEE must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, GRANTEE 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.

## **21. SUBCONTRACTS.**

GRANTEE, 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. GRANTEE shall ensure that the material obligations, borne by the GRANTEE in this CONTRACT, apply as between GRANTEE and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and GRANTEE.

## **22. LEGAL COMPLIANCE.**

**22.1. General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**22.2. Nondiscrimination.** GRANTEE 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. GRANTEE must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, GRANTEE'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 GRANTEE program or activity.

GRANTEE will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).



**22.3. Grants management policies.** GRANTEE 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.

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

### **23. OTHER PROVISIONS**

**23.1. No Religious Based Counseling.** GRANTEE agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**APPROVED:**

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. **GRANTEE**

*Signatory certifies that Grantee's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the Grantee to the terms of this Agreement. Grantee 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

Grantee

State Authorized Representative

Minnesota Department of Children Youth and Families  
 Office of Economic Opportunity  
 DIAPER DISTRIBUTION GRANT

Entity Name:

Address

City:

Zip Code:

Telephone:

Fax:

Grantee Web Site URL:

Congressional District(s):

Counties/Area Served:

State Legislative District(s):

Federal ID Number:

State Tax ID:

UEI Number:

SAM registration current:  YES  NO

Contacts

Executive Director's Name:

Telephone:

E-mail:

Board Chair's Name:

Telephone:

E-mail:

Fiscal Director's Name:

Telephone:

E-mail:

Grant Request Contact/Program Coordinator Name:

Telephone:

E-mail:

Personnel

Total Number of Employees:

Full-time:

Part-time/Seasonal:

Number of Volunteers:

Hours Volunteered:

Is Grantee unionized?

Yes

No

Certain Programs Only (list):

Fiscal

Grantee Fiscal Year:

Total Grantee Budget (Current Year):

Date of Most Recent Audit:

Next Audit Date:

Name of Audit Firm:

City and State:

Telephone:

**Appendix C –  
EVALUATION PLAN**

- A.** Describe the goals the respondent will work toward through this program, including but not limited to, number of partners distributing diapers, geographic areas reached through the program, total diaper and wipe distribution numbers, and total number of families served.

- B.** Provide a timeframe and frequency associated with the above goals and describe how the respondent will measure progress toward the program goals.

# PROJECT BUDGET

Instructions on completing this table can be found in Section 3, #7 Budget Proposal.

Project Period (7/1/2025 – 6/30/2027)

| <b>Diaper Distribution Program</b>                    |   |   |   |
|---|---|---|---|
| <b>SFY2026 -SFY2027</b>                               |   |   |   |
| <b>Cost Category</b><br>Eg., admin @10%,<br>Supplies* | <b>Year 1 Budget</b>                    | <b>Year 2 Budget</b>                    | <b>TOTAL</b>                            |
|   | <b>July 1, 2025 -<br/>June 30, 2026</b> | <b>July 1, 2026 -<br/>June 30, 2027</b> | <b>July 1, 2025 -<br/>June 30, 2027</b> |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
|   |   |   |   |
| <b>TOTAL</b>  | <b>553,000**</b>                        | <b>553,000**</b>                        | <b>1,106,000</b>                        |

\***Supplies are limited to Diapers and Wipes**, any costs associated with distributing diapers and wipes may be included in “Supplies” IF the costs are associated with shipping and cannot be separated from procurement costs, otherwise distribution and storage costs must be included in “Admin”

\*\*Line item amounts must add up to the allocated total for each SFY in the proposed budget.

# PROJECT BUDGET NARRATIVE

Write a budget narrative **describing each line item** for which you are requesting funds.

The narrative should correspond directly to the amounts listed on your Project Budget (calculated for the entire project period). **Be sure to describe in specific detail** how the grant funds will be used, and what expenses/amounts you used to arrive at each budget category total.

| Line Item | Budget Narrative |
|-----------|------------------|
|           |                  |
|           |                  |
|           |                  |
|           |                  |
|           |                  |

**1. Grant Period: 24 Months, FY 2026 & FY 2027**

**2. Respondent’s organizational capacity to carry out grant objectives**

**A.** Describe the capacity of the respondent to fulfill the grant objective. Explain staffing capacity, board &/or volunteer involvement and capacity to work with partners statewide.

**B.** Describe the respondent’s current partnerships, and networks with organizations serving under-resourced families.

**C.** Describe the respondent’s experience with distribution of commodities to organizations serving under-resourced families.

### 3. Respondent's organizational infrastructure related to grant objectives

A. Does the org have written fiscal polies and procedures Y—N— Briefly describe

*\*A fiscal policy and procedure manual may be attached with the application instead of describing below. Refer in the section below to the attached manual.*

B. Does the org have written procurement policies and procedures Y—N-- Briefly describe

*\*A procurement policy and procedure manual may be attached with the application instead of describing below. Refer in the section below to the attached manual or refer to the appropriate section of the fiscal policy and procedure manual attached for the previous question.*

C. Describe how the respondent will track expenditures related to this grant, including fiscal software, systems, and policies related to tracking expenditures.

D. How will the respondent collect and track outcomes related to this grant **from partnership organizations?** (e.g., number of diapers and wipes distributed to each partner, number of families receiving diapers through each partner).

E. Describe what systems the respondent will utilize to **store data and report outcomes to the State** regarding progress on the grant objectives, including any systems/software that will be used to collect and store data?



## 4. Proposed project details

- A.** Detail the respondent's proposed activities to efficiently manage diaper distribution statewide, including what method(s) will be used to procure diapers and wipes.

- B.** Describe the geographic area(s) to be served by the proposed project and any associated statewide network in place.

- C.** What strategies will the respondent use to build and maintain an effective network of distributing partners throughout Minnesota? How will the respondent communicate with and support these partners?

- D.** Describe specific strategies the respondent will use to work with partnership organizations in an equitable way and encourage participation by agencies that serve under-resourced families and historically marginalized populations in their communities.

