

## STATE OF MINNESOTA GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its Department of Labor and Industry Division of Labor Standards & Apprenticeship (“State”) and \_\_\_\_\_ (“Sub-grantee”).

### Recitals

1. Under Minn. Stat. 178.11, the State is empowered to enter into this grant.
2. The State is providing one or more grants to facilitate the participation of minorities and women in registered apprenticeship programs.
3. The Sub-grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Sub-grantee agrees to minimize administrative costs as a condition of this grant.

### Grant Contract

#### 1 Term of Grant Contract

##### 1.1 *Effective date: February 1, 2018*

The effective date of this contract is the date the State obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5. Per [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to the Sub-grantee until this grant contract is fully executed. **The Sub-grantee must not begin work under this grant contract until this contract is fully executed and the Sub-grantee has been notified by the State’s Authorized Representative to begin the work.**

1.2 *Expiration date: July 31, 2018* or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

#### 2 Sub-Grantee’s Duties

2.1 The Sub-grantee, who is not a state employee, will comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4(a)(1).

2.2 The Sub-grantee will perform the duties as specified in:

#### **Minnesota Apprenticeship Expansion (APEX) Grant Summary:**

The Minnesota Department of Labor and Industry was awarded \$3.8 Million for to work on the Minnesota Registered Apprenticeship Expansion Grant (APEX) from November 1, 2016 – October 31, 2020 with the goals of; (1) addressing Minnesota’s racial and economic disparities by increasing female and minority participation in registered apprenticeship, 2) engaging employers, educators, labor and workforce intermediaries in apprenticeship recruiting and retention initiatives, and, 3) developing a strong statewide outreach and promotion campaign about the benefits of registered apprenticeship.

Sub-grantees within the APEX Grant will pilot construction career readiness projects to increase diversity and inclusion of women and minorities in construction registered apprenticeship programs.

## **Duties and Outcomes**

The \_\_\_\_\_, will develop and implement \_\_\_\_\_ construction career readiness training programs with APEX grant funds that are designed specifically for high school students and/or adult learners and for women interested in the craft of \_\_\_\_\_. The program will consist of \_\_\_\_\_ weeks of training through a series of \_\_\_\_\_ week-long pre-apprenticeship courses hosted at their training facility. There will be \_\_\_\_\_ cohort(s) of \_\_\_\_\_ participants for a total of \_\_\_\_\_ participants served during this grant period. This construction career readiness training program is expected to yield a \_\_\_\_\_ percent conversion rate from pre-apprentice to apprentice, netting a total of \_\_\_\_\_ new registered apprentices. This pre-apprenticeship program from the \_\_\_\_\_ will purchase \_\_\_\_\_ for each program participant to assist these individuals in transitioning to become a full-time \_\_\_\_\_ apprentice. In addition, the \_\_\_\_\_ will schedule and host social engagement opportunities in the form of job fairs and contractor interviews during the course of the APEX grant. All Sub-grantees are required to actively participate in APEX grant audits and close-out procedures as directed by the State of Minnesota.

- (a) Exhibit A: APEX Project Budget
- (b) APEX Addendum already agreed to and signed upon application

### **3 Time**

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

### **4 Consideration and Payment**

4.1 **Consideration.** The State will pay for all services performed by the Sub-grantee under this grant contract as follows:

- (a) **Compensation.** The Sub-grantee will be paid on a monthly basis and according to the breakdown of costs contained in **Exhibit A**.
- (b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Sub-grantee as a result of this grant contract will not exceed \$ "0.00"; provided that the Sub-grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Sub-grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Sub-grantee will not exceed the following under this contract: \$ \_\_\_\_\_ ApprenticeshipUSA State Expansion grant funding awarded to the Minnesota Department of Labor and Industry's Apprenticeship Minnesota Expansion (APEX) grant.

#### **4.2. Payment**

- (a) **Invoices.** The State will promptly pay the Sub-grantee after the Sub-grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. The Sub-grantee's updated Activity Report must also accompany invoices. Activity Reports and Invoices must be submitted timely and according to the schedule in APEX Addendum.

(b) **Federal funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title I; the National Apprenticeship Act, 29 U.S.C. § 50; and 29 C.F.R. Part 29CFDA number 17. The Sub-grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Sub-grantee's failure to comply with federal requirements.

(c) **Unexpended funds.** The Sub-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.

(d) **Budget modifications.** Modifications greater than 10 percent of any line item in the most recently approved work plan and budget requires prior approval from the State and must be indicated on submitted reports.

Modifications equal to or less than 10 percent of any line item are permitted without prior approval from the State provided that such modification is indicated on submitted reports, and that the total obligation of the stat for all compensation and reimbursements to Sub-grantee shall not exceed the total obligation.

(e) As required by 2014 Minn. Laws Ch.239, art. 2, § 9, the Sub-grantee may not use money received under this grant contract to supplant other funds available for the same purposes.

#### 4.3 **Contracting and Bidding Requirements**

- (a) Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process.
- (b) Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders.
- (c) Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes.
- (d) Support documentation of the bidding process utilized to contract services must be included in the Sub-grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- (e) The Sub-grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
- [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
  - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- (f) The Sub-grantee must maintain:
- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
  - Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

- The Sub-grantee must not contract with vendors who are suspended or debarred in MN:  
<http://www.mmd.admin.state.mn.us/debarredreport.asp>

(g) Notwithstanding (a) - (d) above, the State may waive bidding process requirements when:

- Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
- It is determined there is only one legitimate or practical source for such materials or services and that Sub-grantee has established a fair and reasonable price.

## 5 **Conditions of Payment**

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

## 6 **Authorized Representative**

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

The Sub-grantee's Authorized Representative is [NAME, TITLE, ADDRESS]. [NAME] office phone number is: [PHONE] and email is: [EMAIL]. If the Sub-grantee's Authorized Representative changes at any time during this grant contract, the Sub-grantee must immediately notify the State.

## 7 **Assignment, Amendments, Waiver, and Sub-Grant Contract Complete**

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

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office. Federal funds: Sub-grantees funded with federal funding must follow 2 CFR 200.308 Revision of Budget and Program or as approved in the Official Grant Award Notification (OGAN).

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

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Sub-grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8 **Liability**

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

## 9 State Audits

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

## 10 Government Data Practices and Intellectual Property

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

### 10.2. **Intellectual Property Rights**

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials).

Intellectual property must be licensed under a Creative Commons Attribution 4.0 (CC BY) license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the recipient.

## 11 Workers' Compensation

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

## 12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and the USDOL as the funding source and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sub-grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

Any publicity or promotional material describing programs funded in whole or in part with these grant

funds will clearly state:

This program is (list percent) percent funded through the Minnesota Department of Labor by a \$3.8 million grant from the U.S. Department of Labor. [If less than 100% funded by non-governmental agencies also include: This program was (list percent) percent funded by non-governmental sources.]

12.2 **Endorsement.** The Sub-grantee must not claim that the State endorses its products or services.

### **13 Governing Law, Jurisdiction, and Venue**

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

### **14 Termination**

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

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. The State may immediately terminate this grant contract if funding for Grant No. AP-30090-16-600A-27 is withdrawn by Department of Labor Employment and Training and Administration.

### **15 Data Disclosure**

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

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Signed: \_\_\_\_\_

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

SWIFT Contract and PO No(s). Contract Number 116816  
PO Number 3-9973

**2. SUB-GRANTEE**

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

By: \_\_\_\_\_

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

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

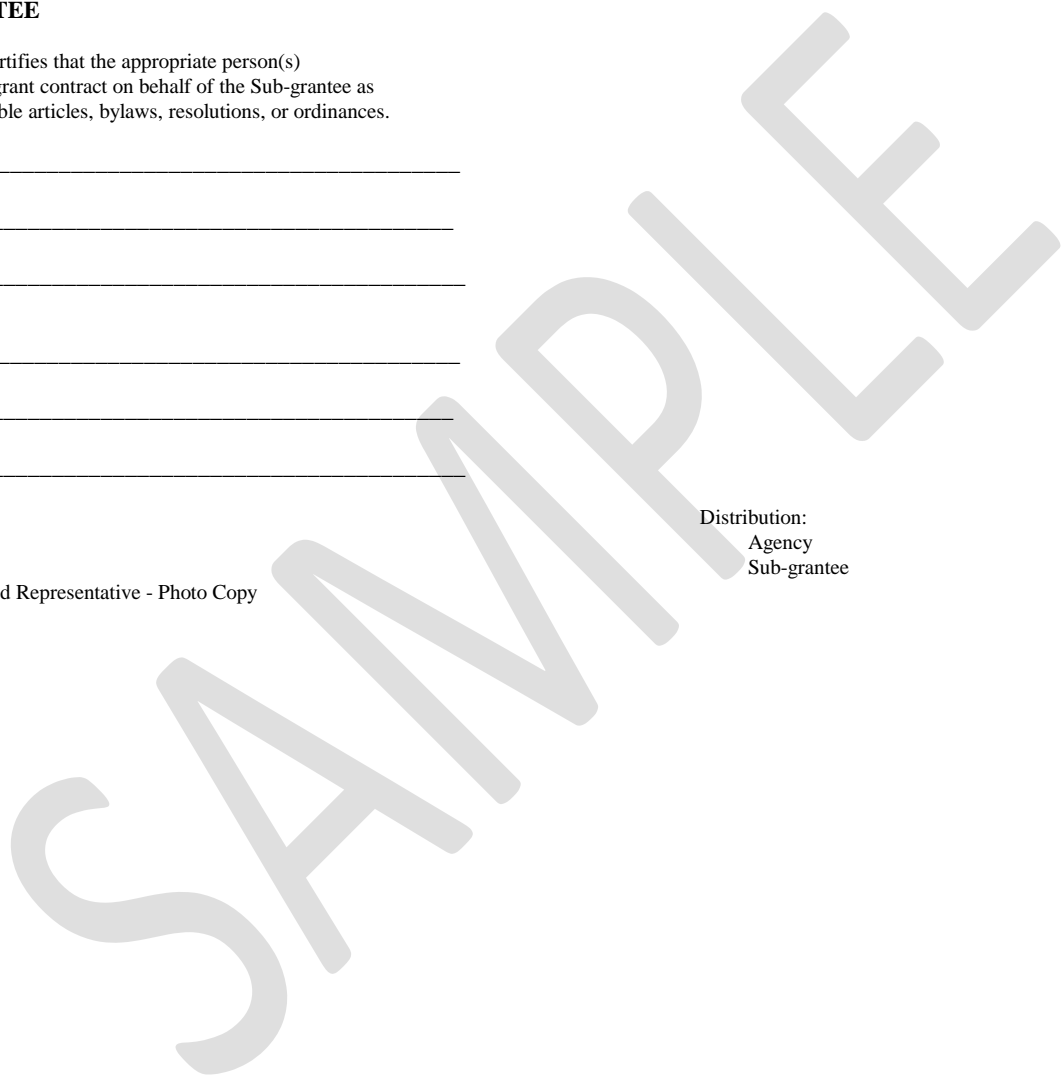
By: \_\_\_\_\_

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

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

Distribution:  
Agency  
Sub-grantee

State's Authorized Representative - Photo Copy



**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

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

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