

STATE OF MINNESOTA
GRANT CONTRACT
Contract Number: **XXXX**

SC #XXXXXX

This grant contract is between the State of Minnesota, acting through its Department of Employment and Economic Development (DEED), Employment and Training Programs Division (ETP) ("STATE") and **XXXX** ("GRANTEE").

Recitals

- 1 Under Minn. Stat. §116J.035; the Minnesota Apprenticeship Initiative program; and Minn. Stat. Chapter §116L the State is empowered to enter into this grant.
- 2 The State is in need of apprenticeship related services for program participants.
- 3 The 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, subdivision 1, the GRANTEE agrees to minimize administrative costs as a condition of this grant.

1 Term of Grant Contract

- 1.1 **Effective date:** **XXXX**, or the date the STATE obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the GRANTEE until this grant contract is fully executed.
- 1.2 **Expiration date:** **XXXX**, 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: 10. Liability; 11. State Audits; 12. Government Data Practices, Retention, and Intellectual Property; 14. Publicity and Endorsement; 15. Governing Law, Jurisdiction, and Venue; and 17. Data Disclosure.

2 Grantee's Duties

2.1 Duties. The Grantee will perform the duties outlined in **Exhibit 1**, Work Plan, and will also adhere to **Exhibit 4**, Additional Terms and Conditions which are attached and incorporated into this grant contract. Any portion of the work plan that has been altered, modified, or otherwise changed must be approved by the State and shall be considered a modification and become attached to and part of this Contract.

3 Time

The 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 Grantee under this grant contract as follows:
- (a) **Compensation.** The Grantee will be reimbursed according to the budget summary provided in **Exhibit 2** which is attached and incorporated into this grant contract to support activities within the Work Plan.
 - (b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
 - (c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the GRANTEE under this grant contract will not exceed \$**XXXXXX**.

4.2 Payment

(a) Invoices.

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be accompanied by supporting documentation and correspond to the line items in the approved grant agreement budget (e.g. Apprenticeship Supplies & Materials, Off-Set Related Instruction Costs, or Registered Apprenticeship Infrastructure) included here as **EXHIBIT 2**. Invoices must be submitted timely and upon submission of supporting documentation related to the approved cost categories referenced above.

- Invoices shall be submitted by Grantee to the State on a reimbursement basis. Payments shall be made by the State as soon as practicable after Grantee's presentation of the invoice. The fact of payment of any item shall not preclude the State from questioning the propriety of any item.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State through CFDA number 17.268 by grant funds authorized by Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) as amended (codified at 29 USC 2916a), for the American Apprenticeship Initiative. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

(d) Limits to Reimbursement

The State **shall not reimburse** Grantee for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of Grantee's participation in programs for any liability accrued thereunder before or after the effective date of this grant agreement.

4.3 Purchasing, Contracting and Bidding Requirements

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council's Targeted Vendor list: [Minnesota Unified Certification Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Program](#)
- (e) The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f) The grantee must maintain support documentation of the purchasing and/or bidding process utilized 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:
 - a. Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant
 - b. *It is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.*

- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. 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. A prevailing wage form should accompany these bid submittals.
- (i) The grantee must not contract with vendors who are suspended or debarred in MN:
<http://www.mmd.admin.state.mn.us/debarredreport.asp>
- (j) Any purchase of non-expendable personal property that has a useful life of more than one year with a unit cost of \$5,000 or more must be determined necessary to meet their work plan objectives, reasonable, and have prior written approval of the State before purchase.

5 Reporting Requirements

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports will be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports will be submitted monthly.
- (d) Information will be provided as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (e) Special reports will be provided as requested.
- (f) Grantee shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, and others as applicable.

6 Conditions of Payment

All services provided by the 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 GRANTEE will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

7 Monitoring and Corrective Action

Grantee agrees to permit monitoring by the State to determine grant contract performance and compliance with grant contract provisions. Grantee further agrees to cooperate with the State in performing and completing such monitoring activities and Grantee agrees to implement and comply with such remedial action as is proposed by the State. Grantees must provide any financial records, timesheets, or other supporting documentation, upon the request of the State.

8 Authorized Representative

The State's Authorized Representative is Marc Majors, Interim Director, Employment & Training Programs Division, 332 Minnesota Street; St. Paul, MN 55101; marc.majors@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is **NAME, ADDRESS; PHONE; EMAIL**. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

9 Assignment, Amendments, Waiver, and Grant Contract Complete

- 9.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this grant contract, or their successors in office.
- 9.2 **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.
- 9.3 **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.
- 9.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

10 Liability

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

11 State Audits

Under [Minn. Stat. Ch. 13](#), the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices, Record Retention, and Intellectual Property Rights

12.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the STATE under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee's response to the request shall comply with applicable law. See **EXHIBIT 3**, which is attached and incorporated into the contract, for details.

12.2 **Record Retention**

The Grantee understands and agrees that in performing services for or being funded by the State, that it shall be bound by Minn. Stat. § 15.17 requiring that government entities shall make and preserve all records necessary to a full and accurate knowledge of their official activities, and Minn. Stat. §138.17 requiring that records be maintained per an approved records schedule. The Grantee understands that it will be bound by these Statues beyond the termination date of this grant contract.

12.3. **Intellectual Property Rights**

The Grantee represents and warrants that Grantee's intellectual property used in the performance of this grant contract does not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of Grantee's intellectual property used in the performance of this grant contract infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing intellectual property as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

13 **Workers' Compensation**

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

14 **Publicity and Endorsement**

14.1 **Publicity**

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the grantee's website when practicable.

14.2 **Endorsement**

The Grantee must not claim that the State endorses its products or services.

15 **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.

16 **Termination**

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

16.2 **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.

16.3 **Termination for Insufficient Funding.**

(a) The State may immediately terminate this grant contract for federal funds obtained by the State through CFDA number 17.268 by grant funds authorized by Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA) as amended (codified at 29 USC 2916a), for the American Apprenticeship Initiative are no longer available.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

16.4 **In the event of cancellation**

In the event of any cancellation under this provision, the Grantee shall cooperate fully with the State and help facilitate any transition for the provision of services by a different vendor. Failure to cooperate with or withholding any information or records requested by the State or a different vendor that impairs in any way the transition of the provision of services shall constitute a material breach of this grant contract, subjecting Grantee to liability for all damages incurred by the State resulting from such breach.

17 **Data Disclosure**

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

18 **Conflicts of Interest**

The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per [Minn.Stat. §16B.98](#) and Department of Administration, Office of Grants Management, Policy Number 08-01 [Conflict of Interest Policy for State Grant-Making](#). When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a perceived, potential, or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the GRANTEE throughout the life of the grant agreement, they must immediately notify the STATE for appropriate action steps to be taken, as defined above.

The GRANTEE must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

Other Requirements

19 **Duties and Payments**

The State **shall not reimburse** Grantee for payments or liabilities to the Unemployment Compensation Fund incurred as a reimbursing employer after termination of Grantee's participation in programs under the ACT or for any liability accrued thereunder before the effective date of this grant agreement.

20 **Purchase of Furniture and Equipment**

Any purchase of non-expendable personal property that has a useful life of more than one year at a unit cost of \$5,000 or more must have prior written approval of the State.

21 Repayment of Funds

The State reserves the right to offset any over-payment or disallowance of any item or items under this grant contract by reducing future payments requested by Grantee.

22 Grantee Reports

- (a) Expenditure and program income including any profit earned must be reported on an accrual basis.
- (b) Progress Reports will be submitted quarterly and include reporting on outcomes.
- (c) Financial Reports will be submitted monthly.
- (d) Information as may be deemed necessary to complete the Annual Report to the U.S. Department of Labor as described in the Act, Section 136(d) (1), (2).
- (e) Special reports as requested.
- (f) Use of the Management Information System (as described in number 28, Management Information System below).
- (g) Grantee shall also make such reports to the Secretary of Labor, the Comptroller General of the United States, others as applicable.

23 The Minnesota Human Rights Act, (Minnesota Statutes, Chapter 363A)

The Grantee agrees to comply with the Minnesota Human Rights Act, Minnesota Statutes, and Chapter 363A, which prohibits discrimination based on race, color, creed, religion, national origin, sex, marital status, sexual orientation, and status with regard to public assistance, disability, citizenship, or age. The Grantee certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.

24 Accessible Technology Bill

The Grantee will follow the requirements of Section 508 standards and Web Content Accessibility Guidelines 2.0 (WCAG2.0) to develop and maintain accessible information and telecommunications technology systems and services (HF 1744/SF 1600).

25 Sectarian Activities

Grantee agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship. Grantee further agrees that no direct financial assistance shall be expended for inherently religious activities, such as, sectarian worship, instruction or proselytization.

26 Drug Free Workplace

Grantee agrees to make a good faith effort to maintain a drug free workplace through implementation of the Drug-Free Workplace Act of 1988 (Public Law 100-690).

27 Right-to-Know

The Grantee will comply with the Minnesota Right-to-Know Act of 1983 (Minnesota Rules Chapter 5206).

28 Job Listing Agreements

Minn. Stat. 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

29 Management Information System

All Grantees receiving funds under this grant contract will track participants with the Workforce One (WF1) Case Management System and/or other agreed upon case management system. Data must be submitted per the standards and time frames agreed to by the State. The State shall withhold funding if data compliance requirements are not met in a complete, accurate and timely manner.

30 Voter Registration

Grantee shall provide non-partisan voter registration services and assistance, using forms provided by the Secretary of State, to employees of Grantee, program participants and the public as required by Minnesota Statute § 201.162.

31 Debarment and Suspension Certification

The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

32 Lobbying Certification and Disclosure (If applicable)

The Grantee shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent rules that are adopted in place of the Interim Final Rule. The Interim Final Rule requires the Grantee to certify as to their lobbying activity. The Interim Final Rule implements Section 319 of Public Law 101-121, which generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

33 Operating Procedures/Policies

The Grantee hereby acknowledges that it has read and understands the federal regulations located at: [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#). The Grantee further acknowledges that its supervisory personnel to be involved in the administration of the grant contract have read and understand said regulations. The Grantee agrees to comply with the contents of the aforementioned regulations.

34 Interest/Program Income

The Grantee shall be responsible for establishing and maintaining records identifying interest and/or investment income earned on advances of program funds. Income so earned shall be added to the existing funding of this grant contract and may be used for any allowable grant expenditure.

35 Grant Contract Closeout

The Grantee agrees to submit a final Reimbursement Payment Request (RPR) at the end of the grant. The Grantee also agrees to submit a payment for the balance of any unspent and unobligated grant funds to the State within 45 days after the end of the term of Grant Contract. Accompanying the final RPR shall be a listing of any continuing liabilities on the grant, if applicable. Failure to submit a final RPR within this period may result in disallowance of payment for any expenditure not previously submitted. The Grantee agrees to submit a revised final RPR to the State if any additional funds must be returned to the State after grant contract closeout.

36 Assurances

The Grantee must adhere to:

- 36.1 **Nondiscrimination.** [Title II \(State and Local Governments\) Americans with Disabilities Act \(ADA\)](#) - Prohibits qualified individuals with disabilities from discrimination in services, programs, and activities.
- 36.2 **Nondiscrimination.** [Title 29 CFR Part 31](#) - Nondiscrimination in federally-assisted programs of the Department of Labor, effectuation of Title VI of the Civil Rights Act of 1964.

Signatures

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Title: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE

XXXXX

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE: MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

By: _____

Title: _____

Date: _____

EXAMPLE

(Exhibits will be included below on final contract draft)

Work Plan

MAI Apprenticeship Grant

EXAMPLE

Budget

MAI Apprenticeship Grant

EXAMPLE

Exhibit 3

**DEPARTMENT OF EMPLOYMENT & ECONOMIC DEVELOPMENT (DEED) –
CONTACT INFORMATION AND ADDITIONAL TERMS & CONDITIONS
WORKFORCE DEVELOPMENT DIVISION (WDD) EMPLOYMENT & TRAINING PROGRAMS-Minnesota
Apprenticeship Initiative (MAI) Grant**

This attachment provides the 1) Contacts and the 2) Terms and Conditions known at this time of issuance. Following the list of Contacts below, the Terms and Conditions includes:

1) CONTACTS:

Program	Program Contact	Email	Phone
MAI	Jason Wadell	Jason.Wadell@state.mn.us	(651) 259-7552

Monitor Contact	WDA/Grantee	Email	Phone
Colleen Schwab	Annual fiscal, 2nd year required reviews, desk reviews, etc.	colleen.schwab@state.mn.us	(651) 259-7589
LaRohn Latimer (Department of Labor and Industry)	30/60/90 day review and annual compliance	LaRohn.Latimer@state.mn.us	(651) 284-5223
Leslie Philmon (Department of labor and Industry)	30/60/90 day review and annual compliance	Leslie.Philmon@state.mn.us	(651)-284-5330

Finance Contact	Program	Email	
Reimbursement Payment Request (RPR) Submittal Address:	MAI Grant	Jason.Wadell@state.mn.us	(651) 259-7552

2) ADDITIONAL TERMS AND CONDITIONS:

Federal Award Notification (FAIN) Number:	AP-27834-15-60-A-27
Catalog of Federal Assistant (CFDA) Number:	17.268
Federal Funding Accountability and Transparency Act (FFATA) Description:	See Condition of Award
Notice of Award (NOA) Federal Award Signed Date (the date when the federal NOA was	9/28/2015

signed by the authorized official of the federal awarding agency).	
DUNs Number: WDA/Grantee must be registered and current with https://www.sam.gov/portal/SAM/#1	
Cost Category Definitions: See Condition of Award	

CHECK ALL THAT APPLY:

ADDITIONAL ATTACHMENTS TO EMAIL AS PART OF TERMS AND CONDITIONS	
	Federal award to DEED copy
	EO ADA Annual Assessment – Complete at DLI
	Minnesota Employment Law Posters (for Printing): http://www.doli.state.mn.us/lr/Posters.asp
	Federal Employment Law Posters (For Printing): http://www.dol.gov/compliance/topics/posters.htm
	Americans with Disabilities Act – Notice to the Public https://www.disability.gov/americans-disabilities-act/
	Monthly Reimbursement Payment Requests (RPR) – Templates (for completion) – Due to DEED after apprentice has been in program for at least 90 days.

ACRONYMS:

DOL – Department of Labor
ETA – Employment & Training Administration
FAIN – Federal Award Identification Number
FFATA – Federal Funding Accountability and Transparency Act
NGA – Notice of Grant Action (DEED)
NOA – Notice of Award (from DOL)
ETA – Employment & Training Administration
FAIN – Federal Award Identification Number

CERTIFICATE REGARDING LOBBYING

Certificate for Contracts, Grants, Loans, and Cooperative agreements over \$100,000 per [2 CFR 200.450 Lobbying](#).

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

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Program Title

Contract Number

Subrecipient/Contractor Organization (Agency)

Signature

Date

Certification Regarding: Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, [2. CFR part 180](#), Suspension and debarment.

(BEFORE COMPLETING CERTIFICATION, READ THE ATTACHED REQUIREMENTS)

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

Subrecipient/Contractor Organization (Agency)

Name and Title of Authorized Representative

Signature

Date

Certification Requirements

- (1) By signing and submitting this proposal, the prospective recipient of Federal admittance funds is providing the certification as 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 recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
 - (3) The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has 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 meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 - (5) The prospective recipient of Federal assistance funds agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
 - (6) The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," 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 is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, 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 Procurement or Non-procurement 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 suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.
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Conflict of Interest Disclosure Form

This form gives grantees an opportunity to disclose any actual, potential or perceived conflicts of interest that may exist when receiving a grant. It is the grantee's obligation to be familiar with the Office of Grants Management (OGM) [Policy 08-01](#), Conflict of Interest Policy for State Grant-Making and to disclose any conflicts of interest accordingly.

All grant applicants must complete and sign a conflict of interest disclosure form.

- I or my grant organization do NOT have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest.

If at any time after submission of this form, I or my grant organization discover any conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

- I or my grant organization have an ACTUAL, POTENTIAL, or PERCEIVED conflict of interest. *(Please describe below):*

If at any time after submission of this form, I or my grant organization discover any additional conflict of interest(s), I or my grant organization will disclose that conflict immediately to the appropriate agency or grant program personnel.

Printed name: _____

Signature: _____

Organization: _____

Date: _____

Minnesota Department of Employment and Economic Development
Employment and Training Programs Division

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