

Outdoor School Grant Program

GRANT REQUEST FOR PROPOSAL (RFP)

Minnesota Department of Natural Resources 500 Lafayette Road St. Paul, MN 55155 www.dnr.state.mn.us

11/12/2025

For questions or to obtain this information in a different format, call 651-259-5193 or email amber.kastner@state.mn.us.

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Request for Proposals (RFP) Part 1: Overview

Grant Overview

- Grant Name: Outdoor School Grant Program Fiscal Year 2026
- Program Website: https://www.dnr.state.mn.us/no-child-grants/outdoor-school-grants.html
- Open for Applications: Thursday, November 13, 2025, 8:00 a.m. Central Time
- Application Due Date: Friday, December 5, 2025, 4:00 p.m. Central Time

The Minnesota Department of Natural Resources (DNR), Division of Fish and Wildlife is excited to announce the implementation of the Outdoor Schools Grant Program. With funding provided during the 2025 Minnesota legislative session, these grants are available "to accredited learning centers to provide a multiday, overnight educational experience for students in grades 4 through 12 that is comprised mainly of outdoor-based learning activities" (Minnesota Session Laws – 2025, 1st Special Session - Article 1, Sec. 3, Subd. 6, (f)).

Through these grants, the DNR is administering funding made available to support equitable access to outdoor school programming for all Minnesota students, including those with disabilities.

Funding Availability

The DNR provides these funds as authorized by the Minnesota Legislature. \$848,000 has been appropriated for fiscal year 2026, and \$42,400 (5%) will be used to administer the grant program. There is \$805,600 in grant funding available through this request for proposals.

Funding will be allocated through a competitive process. If selected, you may only incur eligible expenditures when the grant contract agreement is fully executed, and the grant has reached its effective date.

Funding	Estimate
Amount to Grant	\$805,600
Estimated Number of Awards	5
Estimated Award Maximum	\$400,000
Estimated Award Minimum	\$100,000

Project Dates

Start Date	Applicants should anticipate start dates ranging from February $1-$ April 30, 2026. The start date is determined by the effective date of the grant contract agreement.
Timeline	Individual projects will vary in length based on scope.
End Date	Funds are available through June 30, 2028.

Eligibility

Applicants must meet the minimum requirements to be considered for this grant opportunity.

Eligible applicants must be:

- An accredited environmental learning center that provides multiday, overnight educational experiences
- Registered as a nonprofit corporation with the State of Minnesota OR be a local government entity (i.e. city, county, other local government unit).

Supported programs must also:

- Occur within the State of Minnesota
- Be provided to students in grades 4 through 12
- Provide opportunities for students to directly experience nature

- Employ research-based environmental and natural resources educational curriculum that is integrated with local school curricula to help students meet academic standards
- Address accessibility of outdoor educational opportunities for underserved students, including students with disabilities

Priorities

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. Office of Grants Management (OGM) Policy 08-02: Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities or disparities.

The Outdoor School grant program is intended to support equitable access to overnight outdoor education programming for Minnesota students.

The grant funding will serve:

- Schools from broad geographic regions within the state
- Schools that are currently underserved and may lack financial or personnel resources for residential programming
- Students with disabilities
- Students in grades 4 through 12

Grant outcomes will include:

- Learning comprised primarily of outdoor-based activities
- Use of educational curriculum that supports classroom lessons and helps students meet academic standards
- Systems and communication methods that allow interested schools to request funding support with ease
- Accurate tracking of programs completed, students served and demographic information

Supported expenditures	Unsupported expenditures
Scholarships for program fees	Indirect or overhead costs, including administration, property fees, utilities, etc.
Bus transportation	Infrastructure improvements or trail maintenance
Teacher stipends	Acquisition of new land or property
Accessibility equipment or educational supplies	Capital equipment costing more than \$5,000

Collaboration

These grants are intended for independent, accredited environmental learning centers. Each interested organization should submit their own application.

Selection Criteria and Weight

The review committee will be reviewing each applicant on a 50-point scale.

The scoring factors that applications will be judged are based on the:

- Priorities of the <u>funding appropriation</u>, including access to overnight facilities, programming that provides direct
 exposure to nature, and curriculum that is integrated with local school districts to help students meet academic
 standards.
- DNR's diversity in grant-making process and measurable outcome(s) in reaching agency-identified diverse populations as defined in <u>Policy 08-02</u>. This includes offerings that provide equitable access for students with disabilities.
- Ability of the applicant to provide programming for students throughout Minnesota and their knowledge of the communities served.

- Organizational and financial capacity of the applicant to integrate these grant program offerings into their current operations. Any additional State of Minnesota sponsored grants the applicant may be receiving will also be considered as part of overall organizational capacity.
- Past performance and feedback an applicant may have received in implementing prior State of Minnesota sponsored grants.

The Outdoor School Grant Program has the following weighted criteria in measurable outcomes and in reaching diverse populations:

Criteria	Points
Project Goals – Project objectives meet the priorities of the Outdoor School Grant Program	4
Project Implementation – Applicant has an effective plan to administer financial support	4
Program Goals – Program is rooted in best practices for outdoor-based learning	8
Program Curriculum – Curriculum utilizes best practices and helps students meet academic standards	8
Audience Diversity – Applicant has knowledge of underserved audiences and commitment to geographic reach	8
Audience Accessibility – Applicant has an established approach to meet the needs of students with disabilities	8
Organizational Capacity – Applicant has committed resources to ensure project completion	4
Reporting and Evaluation – Applicant has established systems for data collection, reporting and evaluation	4
Sustainability – Applicant demonstrates ability to sustain project objectives into the future	2

Questions, Technical Assistance and Information Sessions

All questions regarding this RFP must be submitted by email to amber.kastner@state.mn.us. Answers will be provided within two business days.

Additional assistance and individual information sessions are available to all prospective applicants. To schedule a convenient time, please contact the Grant Program Coordinator:

Amber Kastner, Outreach Grants Specialist
Minnesota Department of Natural Resources, Division of Fish and Wildlife
500 Lafayette Road, St. Paul, MN 55155
amber.kastner@state.mn.us
651-259-5193

Request for Proposals (RFP) Part 2: Submission

Applications must be received no later than 4:00 p.m. Central Time, on Friday, December 5, 2025.

Late applications will not be accepted.

Submit all application content to amber.kaster@state.mn.us as email attachment(s). Include the subject line "Outdoor School Grant Program". Application content may be sent in multiple emails, if file size requires it. File sharing is not permissible, and any shared links will not be accessed.

No paper submissions will be accepted.

Application Content

You must submit the following in order for the application to be considered complete:

- 1. Exhibit A: Outdoor School Grant Program Project Description
- 2. Exhibit B: Outdoor School Grant Program Work Plan and Budget
- 3. Exhibit C: Capacity Responses

- 4. Exhibit D: Certification that the entity is not suspended or debarred by the State of Minnesota or the federal government
- 5. Exhibit E: Evidence of Good Standing
- 6. Exhibit F: Nonprofit grantee as applicable
- 7. Exhibit H: Certification that no current principals have been convicted of a felony financial crime in the last ten years
- 8. Conflict of Interest Disclosure Form for Grantees
- 9. Certificate of Insurance with policy coverage, limits, and effective dates listed

Incomplete applications will be rejected and not evaluated. Applications must include all required application materials, including attachments. Do not provide any materials that are not requested in this RFP, as such materials will not be considered nor evaluated.

The Minnesota DNR reserves the right to reject any application that does not meet these requirements.

By submitting an application, each applicant warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential grant award. The submission of inaccurate or misleading information may be grounds for disqualification from the award, as well as subject the applicant to suspension or debarment proceedings and other remedies available by law.

All costs incurred in responding to this RFP will be borne by the applicant.

Request For Proposals (RFP) Part 3: Application Review Process

Review Process

Funding will be allocated through a competitive process with review by a committee of content specialists with comprehensive understanding of environmental and outdoor education. The review committee will use the point scale provided above to evaluate all eligible and complete applications received by the deadline. Reviewers will meet and discuss the proposals and then put forth their recommendations. The Director of Fish and Wildlife, Minnesota DNR will make the final funding decisions and award notification will be sent by email to applicants.

Timeline

RFP available: Thursday, November 13, 2025, 8:00 a.m. Central Time

Questions due no later than 4:00 p.m. Central Time: Wednesday, December 3, 2025 Applications due no later than 4:00 p.m. Central Time: Friday, December 5, 2025

Committee reviews applications: December 2025 - January 2026

Applicants undergo pre-award risk assessment: December 2025 – January 2026

Selected grantees announced by: January 31, 2026

Grant contract agreement negotiations begin by: February 1, 2026

Work plans approved and grant begins: Estimate February 1-April 30, 2026 (Effective date of grant contract agreement)

Conflicts of Interest

State grant policy requires that steps and procedures are in place to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per Minnesota Statutes § 16B.98 Subd. 2-3 and OGM Policy 08-01 Conflict of Interest in State Grant-Making Policy.

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties

In cases where a conflict of interest is in question or disclosed, the applicants or grantees will be notified and actions may be pursued, including but not limited to, revising the grant work plan or grantee duties to mitigate the risk,

requesting the grant applicant to submit an organizational conflict of interest mitigation plan, disqualification from eligibility for the grant award, amending the grant, or termination of the grant contract agreement.

Public Data

Per Minnesota Statutes § 13.599

- Names and addresses of grant applicants and amount requested will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in §13.37) will be
 public data after the evaluation process is completed. For the purposes of this grant, data will be considered
 public when all the grant contract agreements have been fully executed.
- All data created or maintained by [State agency] as part of the evaluation process (except trade secret data as
 defined and classified in §13.37) will be public data after the evaluation process is completed. For the purposes
 of this grant, Data will be considered public when all the grant contract agreements have been fully executed.

Request For Proposals (RFP) Part 3: Award Requirements and Grant Management Responsibilities

Preaward Risk Assessment and Financial Review

In accordance with Minnesota Statute §16B.981 and OGM Policy 08-06: Preaward Risk Assessment of Potential Grantees, it is required to consider a grant applicant's past performance and financial and operational capacity before awarding grants of \$50,000 or more. Granting agencies will request, review, and analyze information, including Exhibits C-H, as referenced in this RFP, as applicable.

Grant Contract Agreements

Each grantee must formally enter into a grant contract agreement. The grant contract agreement will address the conditions of the award, including implementation for the project. Grantees should read the grant contract agreement, sign, and once signed, comply with all conditions of the grant contract agreement. No work on grant activities can begin until a fully executed grant contract agreement is in place and the State's Authorized Representative has notified the Grantee that work may start. The funded applicant will be legally responsible for assuring implementation of the work plan and compliance with all applicable state requirements including worker's compensation insurance, nondiscrimination, data privacy, budget compliance, and reporting.

Accountability and Reporting Requirements

It is the policy of the State of Minnesota to monitor progress on state grants by requiring grantees to submit regular written progress reports until all grant funds have been expended and all terms in the grant contract agreement have been met.

The reporting schedule will be:

- Progress Reports Bi-monthly, to be submitted with reimbursement invoices
- Final Report Grantees must submit their final report within 30 days of project completion or by July 15, 2028, at the latest.

Grant Monitoring

The State of Minnesota Policy on Grant Monitoring requires one monitoring visit during the grant period on all state grants over \$50,000, annual monitoring visits during the grant period on all grants over \$250,000, and conducting a financial reconciliation of grantee's expenditures at least once during the grant period on grants over \$50,000.

The monitoring schedule will be:

- One in-person monitoring visit each fiscal year until project completion. This visit will be scheduled with the
 Grantee a minimum of 30 days in advance and will be coordinated with scheduled programming that meets
 grant priorities.
- Financial reconciliation will occur bi-monthly, upon submission of progress reports.

Grant Payments

Per <u>State Policy on Grant Payments</u>, reimbursement is the method for making grant payments. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless the Minnesota DNR has given the grantee a written extension.

The invoicing and payment schedule will be:

- Bi-monthly
- Invoicing may conclude early if all grant funds have been expended.

Invoice date	For programming completed	Payment date	
March 15, 2026	January – February 2026 Some grantees may not be eligible to start programming this soon. Start date is determined by the effective date of the grant contract.	by April 15, 2026	
May 15, 2026	March – April 2026 Some grantees may not be eligible to start programming this soon. Start date is determined by the effective date of the grant contract.	by June 15, 2026	
July 15, 2026	May – June 2026	by August 15, 2026	
September 15, 2026	July – August 2026	by October 15, 2026	
November 15, 2026	September – October 2026	by December 15, 2026	
January 15, 2027	November – December 2026	by February 15, 2027	
March 15, 2027	January – February 2027	by April 15, 2027	
May 15, 2027	March – April 2027	by June 15, 2027	
July 15, 2027	May – June 2027	by August 15, 2027	
September 15, 2027	July – August 2027	by October 15, 2027	
November 15, 2027	September – October 2027	by December 15, 2027	
January 15, 2028	November – December 2027	by February 15, 2028	
March 15, 2028	January – February 2028	by April 15, 2028	
May 15, 2028	March – April 2028	by June 15, 2028	
July 15, 2028	May – June 2028 All programming must be completed by June 30, 2028.	by August 15, 2028	

Authorized Representatives

Pursuant to Minnesota Statutes §16B.98, subd. 5 (d), grantees must clearly post on the grantee's website the names of, and contact information for, the grantee's leadership and the employee or other person who directly manages and oversees a grant contract agreement on behalf of the grantee.

Contracting and Bidding Requirements

A. Municipalities

Grantees that are political subdivisions or municipalities must use these guidelines:

- A. Municipalities are required to comply with <u>Minnesota Statutes §471.345</u>, <u>Uniform Municipal Contracting Law</u>.
- B. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.

- C. Municipalities and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: <u>Suspended and Debarred Vendors, Minnesota Office</u> of State Procurement
- D. 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.

B. Nongovernmental entities

Grantees that are nongovernmental entities must use these guidelines:

- 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 or awarded to a targeted vendor.
- 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. <u>State Department of Administration's Certified Targeted Group, Economically Disadvantaged</u> and Veteran-Owned Vendor List
 - b. Metropolitan Council Underutilized Business Program
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Directory
- E. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- F. The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- G. Notwithstanding the 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; or
 - b. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- H. The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§177.41 through 177.50, as applicable.
- I. The grantee and any subrecipients_must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: <u>Suspended and Debarred Vendors, Minnesota Office</u> of State Procurement

Audits

Per Minnesota Statutes § 16B.98 Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Grant Provisions

- Applicants mut meet all state and federal laws and rules and obtain necessary permits when required.
- Applicants must be properly licensed for the activity and maintain accreditation for the duration of the project.

- Applicants must maintain <u>required insurance coverage</u>, including liability and worker's compensation, for the duration of the project.
- Grant contract agreements must be fully executed by June 30, 2026. When the grant contract agreement is fully
 executed (signed by all parties), it becomes public data. Grant contract agreement templates are available for
 review at: Office of Grants Management Policies, Statutes, and Forms/Forms and FAQs tab.
- This is a reimbursable grant process. **No funding is provided up front.** Reimbursements will be provided to the Grantee upon approval of submitted invoices and project reports.
- The DNR may partially fund projects at its discretion.

Ineligible Expenses

In addition to the unsupported program expenditures listed on page 4, ineligible expenses include but are not limited to:

- Fundraising
- Taxes, except sales tax on goods and services and payroll taxes
- Lobbyists, political contributions
- Bad debts, late payment fees, finance charges, or contingency funds
- Parking violations and traffic violations
- Out of state transportation and travel expenses. Minnesota will be considered the home state for determining whether travel is out of state.

Affirmative Action and Nondiscrimination

The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified per Minnesota Statutes \§ 363A.02. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, Part 5000.3500.

The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Voter Registration

The grantee will comply with <u>Minnesota Statutes §201.162</u> by providing voter registration services for its employees and for the public served by the grantee.

Right of Cancellation

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract agreement solely on the basis of any response made to this request, or pay for information solicited or obtained.

Attachments

- 1 Exhibit A: Outdoor School Grant Program Project Description
- 2 Exhibit B: Outdoor School Grant Program Work Plan and Budget
- 3 Exhibit C: Capacity Responses
- 4 Exhibit D: Certification that the entity is not suspended or debarred by the State of Minnesota or the federal government
- 5 Exhibit E: Evidence of Good Standing
- 6 Exhibit F: Nonprofit grantee as applicable
- 7 Exhibit H: Certification that no current principals have been convicted of a felony financial crime in the last ten years
- **8** Conflict of Interest Disclosure Form for Grantees
- 9 Submission checklist
- 10 Sample grant contract agreement



Exhibit A: Project Description Outdoor School Grant Program

Applicant Information

Mailing address Phone number Website	Organization name					
Phone number Website	Mailing address					
Website Website	Phone number	Website				

Project Manager			
This is th	e primary contact. They coordinate project	activities	and are responsible for reporting.
Name		Title	
Phone		Email	
Authoriz	ed Representative (if different)		
This individual authorizes the grant contract agreement and is responsible for project success.			
Name		Title	
Phone		Email	
Additional Contact (optional)			
Name		Title	
Phone		Email	

Project Information

Title		
Estimated	start date	Estimated end date
Location		

- **1. Project Goals:** Based on the priorities listed in the request for proposals, describe your overall project goals and objectives.
- **2. Project Implementation:** How do you intend to administer financial support to interested schools? What will the process look like for individual teachers or administrators? What systems and communication methods do you have in place to allow this to happen effectively?
- **3. Program Goals:** How do you intend to implement mainly outdoor-based learning opportunities and provide ways for students to directly experience nature?

- **4. Program Curriculum:** Describe how your curriculum utilizes research-based environmental and natural resources best practices. In what ways is your curriculum integrated with local school curricula? Provide specific examples of how your outdoor learning opportunities will help students meet academic standards.
- **5. Audience Diversity:** What demographic categories will you consider to ensure that financial support is granted to underserved audiences. What approach will you take to provide support to a broad geographic region in Minnesota?
- **6. Audience Accessibility:** Describe how your organization will ensure that outdoor education is inclusive of students with a wide range of disabilities, both physical and non-physical. What kinds of environmental modifications will you implement? Will you incorporate training for support staff to help ensure that all learners have welcoming, authentic, and meaningful experiences in nature?
- **7. Organizational Capacity:** How do you plan to integrate this project into your overall workload? What staffing and infrastructure resources do you have available to ensure timely project completion?
- **8. Reporting and Evaluation:** How will you track information on programs completed and students served? What methods will you use to collect demographic data from your audience? How will you ensure reporting is submitted in a timely manner? What methods will you use to evaluate your processes and make improvements?
- 9. Sustainability: What aspects of this project do you anticipate leveraging for program sustainability?

Acknowledgements

In submitting this application, you are making a request to be considered for grant funds administered by the Minnesota Department of Natura
Resources (DNR). The DNR is committed to upholding civil rights and ensuring equal access to programs, services, and information. Better
understanding of customer demographics helps us develop targeted strategies for improving our services. You are required to provide this
information to be considered for grant funds. Supplying this data, which includes both public and private data, gives consent to having the
public data made available. Public data includes organization name, location, project title, and amount requested. Private data, including
organizational tax information, is required for project administration and will not be published. In accordance with Minnesota Statute 13.356,
personal email addresses and phone numbers are private data. Refusal to supply this data, both public and private, removes your eligibility to
receive grant funds. DNR and Minnesota Information and Technology staff with a specific job function directly related to administering this
program will have access to your specific data. Finally, the DNR provides data to parties when specifically required by court order, and as
otherwise provided by law. The public data you provide can be released by the agency in response to a Data Practices Request.
I have reviewed the complete Request for Proposals and affirm that my organization meets insurance and eligibility requirements, will address

potential conflicts of interest, and can enter into a grant contract agreement with the Minnesota DNR.

I certify I have read the application and will comply with the approved application and assurances herein and additional state, local, federal regulations and policies that apply to my organization.

Signature



Exhibit B: Work Plan and Budget Outdoor School Grant Program

Work Plan

Number of tasks may vary by applicant. Include Planning, Implementation, and Reporting/Evaluation as a minimum.

Task #1	Doscription:			
	Description:			
Expected or	utcomes:			
Timeframe:		Person(s) responsible:		
Task #2	Description:			
Expected or	utcomes:			
·				
Timeframe:		Person(s) responsible:		
Task #3	Description:			
Expected or	utcomes:			
Timeframe:	imeframe: Person(s) responsible:			
Task #4	#4 Description:			
Expected outcomes:				
Timeframe:	meframe: Person(s) responsible:			
Task #5	Description:			
Expected outcomes:				
Timeframe:		Person(s) responsible:		

Budget

Item	Description (include estimated timeframe)	Quantity	Total Amount
Scholarships for program fees			
Bus transportation			
Teacher stipends			
Accessibility equipment or educational supplies			



EXHIBIT C: PERFORMANCE CAPACITY

INSTRUCTIONS: Please respond to these performance capacity questions as required by Minnesota Statutes 16B.981 Subd. 2 (1) and as part of the response to this Grant Request for Proposal.

Subd. 2 (1) and as part of the response to this Grant Request for Proposal.			
1.	Describe your history of performing the wor required. Include your organization's current to address any significant operational change	and past staffing, current and pas	t budget, and how you intend
2.	Have you been awarded a grant from the Sta ☐ No ☐ Yes	te of Minnesota in the past 5 year	5?
3.	If "yes", please provide the details of the aw	ard amount, the duties, and the ou	tcomes of your grant.
Print N	ame	Title	
Signati	ıre	Date	



EXHIBIT D: CERTIFICATION: NOT SUSPENDED OR DEBARRED BY THE STATE OF MINNESOTA OR THE FEDERAL GOVERNMENT

Grant applicant must certify to this condition required under this Grant Request for Proposal

INSTRUCTIONS: Sign below to finalize response and submit this document as part of the response to the RFP.

Office of Grants Management (OGM) Policy 08-04: *Grant Contract Agreements and Grant Award Notifications* requires that agencies must not award a grant to a vendor or grantee that has been suspended or debarred from doing business with the State of Minnesota or with the federal government.

By signing here, I warrant that my organization has not been suspended or debarred from doing business with the State of Minnesota or with the federal government.

I certify that this information is true, correct, and reliable.

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

Print Name	Title
Signature	Date



EXHIBIT E: EVIDENCE OF GOOD STANDING

INSTRUCTIONS: Potential grantee must certify that the organization has a status of "in good standing" with the Secretary of State as required by Minnesota Statutes 16B.981 Subd. 2 (3) and as part of the response to this Grant Request for Proposal.

1.		r nonprofit organization registered with the Minicants can verify that they are "in good standing"	•	
		Yes		
		No		
Print N	ame		Title	
Signatu	ire			Date



EXHIBIT F: REQUIRED NONPROFIT GRANTEE DOCUMENTS, AS APPLICABLE

INSTRUCTIONS: Please answer the following questions and provide the requested information.

1.	Were	you required to submit a 990 or a form 990-EZ for your organization's last fiscal year? Yes
		No
2.	the in Examp of dut syster review	are exempt from filing or your organization has been in business for less than one year, please describe ternal controls you have over business expenditures and outcomes of the grant funds, if awarded. oles of internal controls include, but are not limited to: documented policies and procedures; segregation ies such as having different staff who enter receivables versus those who post payments; using a payroll in; requiring usernames and passwords, along with appropriate levels of access to systems; supervisor and approval of payments and timecards; and other internal controls to ensure compliance with laws and safeguard use of grant funds.
3.	-	ou a charitable organization that made over \$750,000 in your last fiscal year and were required to have dited financial statement per MS 309.53? Yes No

Nonprofit grant applicants are required to submit the following documents, as applicable to the organization and as required by Minnesota Statutes 16B.981 Subd. 2 (2) and Subd. 2 (5) as part of the pre-award risk assessment:

*Some applicants may already have this information on file with the DNR. Please contact the Outdoor School Grant Program Coordinator, amber.kastner@state.mn.us, to determine if your 2025 documents are already on file.

- Most recent 990 or Form 990-EZ filed with the IRS
- Most recent audit as required, under Section 309.53, Subdivision 3
- If not in existence long enough to file Form 990, Form 990 EZ or most recent audit, the nonprofit grant applicant must submit the most recent set of board-reviewed (or managing group if applicable) financial statements.
- If not required to submit any 990 forms per IRS determination, the nonprofit grant applicant must provide a copy of the IRS determination letter.



EXHIBIT H: CERTIFICATION: NO CONVICTION OF FELONY FINANCIAL CRIME BY A PRINCIPAL

Grant applicant must certify to this cond	lition required under this Grant Request for Proposal.
INSTRUCTIONS: Sign below to finalize response and s or attach an organizational chart or list of principals t	submit this document as part of the response to the RFP. Upload that you are certifying for below.
financial crime in the last 10 years. A principal is define	no current principals of a grantee have been convicted of a felony ed as a public official, a board member, or staff (paid or volunteer ant opportunity or to determine how those funds are used.
By signing here, I warrant that no current principal of the last 10 years.	my organization has been convicted of a felony financial crime in
I certify that this information is true, correct, and relia	ble.
•	on may be grounds for disqualification from the grant contract zation to suspension or debarment proceedings, as well as other
Print Name	Title
Signature	



Conflict of Interest Disclosure Form for Grantees

Conflict of Interest

A conflict of interest occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper or illegal act results from it. There are several types of conflicts of interest.

Actual Conflict of Interest

An actual conflict of interest occurs when a person's decision or action would compromise a duty to a party without taking immediate appropriate action to eliminate the conflict.

Potential Conflict of Interest

A potential conflict of interest may exist if a person has a relationship, affiliation, or other interest that could create an inappropriate influence if the person is called on to make a decision or recommendation that would affect one or more of those relationships, affiliations, or interests.

Individual Conflict of Interest

A conflict of interest that may benefit an individual employee *or a* grant reviewer is any situation in which *their* judgment, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to *an immediate family member*, business, or organization with which they are involved.

Organizational Conflict of Interest

A conflict of interest can also occur with an organization that is a grant applicant in a competitive grant process or grantee of a state agency.

Organizational conflicts of interest occur when:

- A grantee's objectivity in carrying out the grant is impaired or compromised due to competing duties or loyalties
- A grantee, potential grantee or grant applicant has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

To be completed by Grantee's Authorized Representative:

I certify that we will maintain an adequate Conflict of Interest Policy, and throughout the term of our agreement will report any actual or potential conflicts of interests by individual employees or our organization as a whole to the State's Authorized Representative.

Organization Name: Click or tap here to enter text.		
Project Name: Click or tap here to enter text.		
Grant Program: Outdoor School Grant Program – Fiscal Year 2026		
Legal Citation: Minnesota Statute §16B.98, Subd. 2-3		
Authorized Representative Printed Name: Click or tap here to enter text.		
Authorized Representative Signature:	Date:	



Submission Checklist

INSTRUCTIONS: Use this resource to ensure you have completed all necessary materials for your application submission. This checklist does not need to be included with your submission.

	Exhibit A: Outdoor School Grant Program - Project Description
	Exhibit B: Outdoor School Grant Program - Work Plan and Budget
	Exhibit C: Capacity Responses
	Exhibit D: Certification that the entity is not suspended or debarred by the State of Minnesota or the federal government
	Exhibit E: Evidence of Good Standing
	Exhibit F: Nonprofit grantee as applicable
	Exhibit H: Certification that no current principals have been convicted of a felony financial crime in the last ten years
	Conflict of Interest Disclosure Form for Grantees
	Certificate of Insurance (Provided by applicant, with policy coverage, limits, and effective dates listed)

Submit all application content to amber.kaster@state.mn.us as email attachment(s). Include the subject line "Outdoor School Grant Program". Application content may be sent in multiple emails, if file size requires it. File sharing is not permissible, and any shared links will not be accessed.

Applications must be received no later than 4:00 p.m. Central Time, on Friday, December 3, 2025.





The following is a sample contract only. It is provided to demonstrate the expectations and requirements of the Outdoor School Grant Program.

Do NOT complete or submit with your application.

This Grant Contract Agreement is between the State of Minnesota, acting through its Department of Natural Resources ("State") and Give the full name of the grantee including its address ("Grantee").

Recitals

Under Minnesota Statute § 84.026, the State is empowered to enter into this Grant Contract Agreement. The State has developed the Outdoor School grant program for statewide implementation of "grants to accredited learning centers to provide a multiday, overnight educational experience for students in grades 4 through 12 that is comprised mainly of outdoor-based learning activities" (Minnesota Session Laws – 2025, 1st Special Session - Article 1, Sec. 3, Subd. 6, (f)). The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 Effective Date. Execution date of this grant contract agreement, or the date the State obtains all required signatures, whichever is later.

Per <u>Minnesota Statutes § 16B.98, Subd. 5</u>, the Grantee must not begin work until this Grant Contract Agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.

Per <u>Minnesota Statutes § 16B.98 Subd. 7</u>, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

1.2 Expiration Date.

June 30, 2028, 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 Agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2 Specifications, Duties, and Scope of Work

2.1 The Grantee will comply with the required grants management policies and procedures set forth through Minnesota Statute §16B.97, subd 4 (a)(1).

- **2.2** The Grantee will perform the duties specified in Exhibit A: Project Description and Exhibit B: Work Plan and Budget, which are attached and incorporated into this grant contract agreement.
- 2.3 The Grantee agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant contract agreement. Any material change in the grant contract agreement shall require an amendment by the State. The Grantee must acquire pre-approval for any changes to project objectives, audience, timeline and/or budget outlined in Exhibit A: Project Description and Exhibit B: Work Plan and Budget. All requests for changes must be submitted in writing and approved by the State's Authorized Representative prior to implementation.
- **2.4** The Grantee shall be responsible for the administration supervision, management, record keeping, and program oversight required for the work performed under this agreement.
- **2.5** The Grantee is responsible for maintaining an adequate conflict of interest policy. Throughout the term of this agreement, the Grantee shall monitor and report any actual, potential, or perceived conflicts of interest to the State's Authorized Representative

3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence and failure to meet a deadline date may be a basis for a determination by the State's Authorized Representative that the Grantee has not complied with the terms of the Grant Contract Agreement. The Grantee is required to perform all the duties cited within clause two "Specifications, Duties, and Scope of Work" within the grant period. The State is not obligated to extend the grant period.

4 Consideration and Terms of Payment

The consideration for all services performed by the Grantee pursuant to this Grant Contract Agreement shall be paid by the State as follows:

- **4.1 Compensation.** The total obligation of the State under this Grant Contract Agreement, including all compensation and reimbursements, is not to exceed \$ Total Compensation, which shall be paid after the Grantee presents a final report with appropriate documentation for expenditures as described in Exhibit B: Work Plan and Budget, which are attached and incorporated into this Grant Contract Agreement.
- **4.2 Administrative Costs.** Grantee administrative costs must be necessary and reasonable. They are only allowed as part of the Grantee's match requirement. No compensation or reimbursement will be paid.
- **4.3 Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee because of this Grant Contract Agreement will not exceed \$ Total Travel Budget. 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.

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.

4.4 Invoices. Payments shall be made by the State after the Grantee's presentation of invoices for services satisfactorily performed and the written acceptance of such services by the State's Authorized Representative. Invoices shall be submitted timely, with additional details as requested by the State, and according to the following schedule:

- March 15, 2026 For any education programs completed January-February 2026
- May 15, 2026 For any education programs completed March-April 2026
- July 15, 2026 For education programs completed May-June 2026
- September 15, 2026 For education programs completed July-August 2026
- November 15, 2026 For education programs completed September-October 2026
- January 15, 2027 For education programs completed November-December 2026
- March 15, 2027 For education programs completed January-February 2027
- May 15, 2027 For education programs completed March-April 2027
- July 15, 2027 For education programs completed May-June 2027
- September 15, 2027 For education programs completed July-August 2027
- November 15, 2027 For education programs completed September-October 2027
- January 15, 2028 For education programs completed November-December 2027
- March 15, 2028 For education programs completed January-February 2028
- May 15, 2028 For education programs completed March-April 2028
- July 15, 2028 For education programs completed May-June 2028
- **4.5 Unexpended Funds.** The Grantee must promptly return to the State any unexpended funds that have not been accounted for in a financial report to the State.

5 Conditions of Payment

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

Payments shall not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

In accordance with Minnesota Management and Budget Statewide Operating Policy 0801-01, payment shall be made within 30 days following the State's Authorized Representative approval of an invoice. Payments will not be made if reports or other deliverables are outstanding.

For awards greater than \$25,000, a grantee performance evaluation will be posted publicly at https://osp.admin.mn.gov/granteval/grant-eval-uploader, per Minnesota Statutes § 16B.98, Subdivision 12 and OGM Policy 08-13.

6 Contracting and Bidding Requirements

- **6.1** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- **6.2** 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 or awarded to a targeted vendor.
- **6.3** 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.
- **6.4** 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. <u>State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-</u> Owned Vendor List
- B. Metropolitan Council Underutilized Business Program
- C. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: <u>Central</u> <u>Certification Directory</u>
- **6.5** 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.
- **6.6** The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single source bid, if applicable.
- **6.7** Notwithstanding 6.1-6.4 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; or
 - B. It is determined there is only one reasonably able and available source for such materials or services and that grantee has established a fair and reasonable price.
- **6.8** The Grantee and any subrecipients must comply with prevailing wage rules per Minnesota Statutes §§ 177.41 through 177.50, as applicable.
- **6.9** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government: <u>Suspended and Debarred Vendors</u>, <u>Minnesota Office of State Procurement</u>.

7 Authorized Representatives

- **7.1** The State's Authorized Representative is Name, title, email address, address, telephone number, or their successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.
- **7.2** The Grantee's Authorized Representative is Name, title, email address, address, telephone number, or their successor. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify the state.
- **7.3** The Grantee must clearly post on the Grantee's website the names of, and contact information for, the Grantee's leadership and the employee or other person who directly manages and oversees this Grant Contract Agreement on behalf of the Grantee.

8 Assignment, Amendments, Waiver, and Contract Complete

- **8.1 Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior consent of the State and a fully executed agreement, executed and approved by the authorized parties or their successors.
- **8.2** Amendments. Any amendment to this Grant Contract Agreement 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 Agreement or their successors.

- **8.3 Waiver.** If the State fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or its right to enforce it.
- **8.4 Contract Complete.** This Grant Contract Agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

9 Subcontracting and Subcontract Payment

- **9.1** A subrecipient is a person or entity that has been awarded a portion of the work authorized by this Grant Contract Agreement by Grantee. The Grantee must document any subaward through a formal legal agreement. The Grantee must provide timely notice to the State of any subrecipient(s) prior to the subrecipient(s) performing work under this Grant Contract Agreement.
- **9.2** The Grantee must monitor the activities of the subrecipient(s) to ensure the subaward is used for authorized purposes; is in compliance with the terms and conditions of the subaward, Minnesota Statutes § 16B.97, Subd.4 (a) 1, and other relevant statutes and regulations; and that subaward performance goals are achieved.
- **9.3** During this Grant Contract Agreement, if a subrecipient is determined to be performing unsatisfactorily by the State's Authorized Representative, the Grantee will receive written notification that the subrecipient can no longer be used for this Grant Contract Agreement.
- **9.4** No subagreement shall serve to terminate or in any way affect the primary legal responsibility of the Grantee for timely and satisfactory performances of the obligations contemplated by the Grant Contract Agreement.
- 9.5 The Grantee must pay any subrecipient in accordance with Minnesota Statutes § 16A.1245.
- **9.6** The Grantee and any subrecipients must not contract with vendors who are suspended or debarred by the State of Minnesota or the federal government.

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 performance of this Grant Contract Agreement 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 Agreement.

11 State Audits

Under Minnesota Statutes § 16B.98, Subd. 8, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Grant Contract Agreement are subject to examination by the Commissioner of Administration, the State granting agency, the State Auditor, the Attorney General, and the Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all State and program retention requirements, whichever is later.

12 Government Data Practices and Intellectual Property Rights

12.1 Government Data Practices. The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 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 Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12.2 Intellectual Property Rights. Reserved. No intellectual property will be created under this grant. If any intellectual property implications are discovered later, this clause will be amended.

13 Workers Compensation

The Grantee certifies that it is in compliance with Minnesota Statutes § 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 Governing Law, Jurisdiction, Venue

Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15 Termination

15.1 Termination by the State.

A. Without Cause.

The State may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

B. With Cause.

The State may immediately terminate this Grant Contract Agreement 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.

15.2 Termination by the Commissioner of Administration.

The Commissioner of Administration may immediately and unilaterally terminate this Grant Contract Agreement if further performance under the agreement would not serve agency purposes or performance under the Grant Contract Agreement is not in the best interest of the State.

15.3 Termination for Insufficient Funding.

The State may immediately terminate this Grant Contract Agreement 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 addressed within this Grant Contract Agreement. Termination must be by written 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 dedicated funds are available.

In the event of temporary lack of funding or appropriation, the State may pause its obligations under this Grant Contract Agreement without terminating it. This pause will be for the duration of the lack of funding or

appropriation and shall not be considered a termination of the Grant Contract Agreement. The Grantee will be notified in writing of the temporary pause, and the Grantee's ability to provide services may be temporarily suspended during this period. The State will provide reasonable notice to the Grantee of the lack of funding or appropriation and shall notify the Grantee once funding is restored or appropriated, at which point the provision of services under the Grant Contract Agreement may resume.

The State will not be assessed any penalty if the Grant Contract Agreement is terminated due to insufficient funding. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving notice.

16 Publicity and Endorsement

- **16.1 Publicity.** Any publicity pertaining to the services resulting from this Grant Contract Agreement shall identify the State as the sponsoring agency. Publicity includes, but is not limited to: websites, social media platforms, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee or its employees individually or jointly with others or any subcontractors. All projects primarily funded by state grant appropriations must publicly credit the State, including on the grantee's website, when practicable.
- **16.2 Endorsement.** The Grantee must not claim that the State endorses its products or services.
- **16.3 Signage.** Any site funded by this grant contract shall display a sign at a prominent location at the entrance to the site and in a form approved by the State that acknowledges funding through this grant.

17 Data Disclosure

Under Minnesota Statutes § 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 Use of Funds as Match to Other Grants or Programs

The Grantee must inform the State's Authorized Representative whenever the grant funds will be used as match or for reimbursement for any other grant or program.

- **18.1** The Grantee must inform the State's Authorized Representative or their grant specialist of the following information: grant program, grant name, the amount of grant or match funds to be used, location where funds were or will be used, activity the funds will support, and current landowner (if applicable).
- **18.2** The Grantee must also inform the State's Authorized Representative before work begins if the new grant or program will add any encumbrances to state land where grant or match funds will be spent.

19 Americans With Disabilities Act

The Grantee must comply with the 2010 American Disabilities Act Standards for Accessible Design.

20 Non-Discrimination Requirements

No person in the United States must, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under, any program or activity receiving Federal financial assistance. Including but not limited to:

- **20.1** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and DOC implementing regulations published at 15 C.F.R. Part 8 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance; Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.) prohibiting discrimination on the basis of sex under Federally assisted education programs or activities.
- **20.2** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and DOC implementing regulations published at 15 C.F.R. Part 8b prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.
- **20.3** The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and DOC implementing regulations published at 15 C.F.R. Part 20 prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.
- **20.4** Title II of the Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified individuals with disabilities in services, programs, and activities of public entities.
- **20.5** Any other applicable non-discrimination law(s).

21 Reporting Requirements

Provide a progress report(s) to the State's Authorized Representative bi-monthly in a format provided by the State with the final invoice. The report will describe work which was completed, time needed to complete said work and total cost and reimbursement request for said work. Payments will not be made on grants with past due progress and/or financial reports, including final reports, unless the State has given the Grantee a written extension.

22 Invasive Species Prevention

Grantees must follow Minnesota DNR's Operational Order 113, which requires preventing or limiting the introduction, establishment and spread of invasive species during activities on public waters and DNR-administered lands. This applies to all activities performed on all lands under this grant contract agreement and is not limited to lands under DNR control or public waters. Duties are listed under Sections II and III (p. 5-8) of Operational Order 113 which may be found here: Link to Operational Order 113.

23 Pollinator Best Management Practices

Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes \sigma 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: Link to Specific Pollinator Best Management Practices for DNR Grants and Contracts.

24 Monitoring

The State shall be allowed at any time to conduct periodic site visits and inspections to ensure work progress in accordance with this grant agreement, including a final inspection upon program completion. At least one monitoring visit per grant period on all state grants of over \$50,000 will be conducted and at least annual monitoring visits on grants of over \$250,000.

Following closure of the program, the State's authorized representatives shall be allowed to conduct post-completion inspections of the site to ensure that the site is being properly operated and maintained, and that no conversion of use has occurred.

25 Conflict of Interest

It is the policy of the State of Minnesota to work to deliberately avoid actual and potential conflicts of interest related to grant making at both the individual and organizational levels. A conflict of interest (actual or potential) occurs when a person has actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A conflict of interest exists even if no unethical, improper, or illegal act results from it. The Grantee, by signing this contract with the State, certifies it has read and understands the Office of Grants Management Conflict of Interest Policy 08-01, will maintain an adequate Conflict of Interest Policy and, throughout the term of the contract, monitor and report any actual or potential conflicts of interest to the State's Authorized Representative.

Exhibits

The following Exhibits are attached and incorporated into this Grant Contract Agreement. In the event of a conflict between the terms of this Grant Contract Agreement and its Exhibits, or between Exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Exhibit A: Project Description

Exhibit B: Work Plan and Budget

Grant Contract Agreement Signature Page

State Encumbrance Verification Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15	State Agency With delegated authority			
Print Name:	Print Name:			
Signature:	Signature:			
Title:Date:	Title:Date:			
SWIFT Contract No.				
Grantee With delegated authority				
Print Name:				
Print Name: Signature:				
Title:Date:				