
Request for Proposals: Grant to Provide Volunteer Taxpayer Assistance Services

Due Date: August 15, 2018

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Part One. Introduction and Background

The Minnesota Department of Revenue requests proposals from organizations to receive grants to coordinate, facilitate, encourage, and provide volunteer taxpayer assistance services to Minnesotans who are low-income, elderly, and disadvantaged.

Note: You can find definitions of low-income and disadvantaged populations in Part Three, Proposal Content and Format, number 6 (“Populations Served”).

The Commissioner of Revenue has authority to issue grants totaling \$800,000 for the 2018-2019 biennium. This Request for Proposals (RFP) is for \$400,000 in grant funds available in the fiscal year ending June 30, 2019.

Is my organization eligible for grant funding?

To be eligible for grant funding, your organization must meet all of the following requirements:

- Be a non-profit organization qualified under section 501(c)(3) of the Internal Revenue Code of 1986.
- Be part of the Volunteer Income Tax Assistance (VITA) or Tax Counseling for the Elderly (TCE) programs through the Internal Revenue Service (IRS).
- Operate within the established guidelines and requirements of the VITA and TCE Programs.
- Be compliant with Minnesota tax and information reporting requirements.
- Be compliant with last year’s grant contract, if a previous grant recipient.

You can find requirements for these programs in [IRS Publication 1084](#), [IRS Volunteer Site Coordinator Handbook](#), and [IRS Publication 5166, VITA/TCE Quality Site Requirements](#).

Note: An organization may partner with an unrelated non-profit organization, such as a church or senior center, that takes responsibility for the fiscal duties. These responsibilities generally include submitting the grant proposal and financial statements, receiving and distributing funds, recordkeeping, and filing of reports and reimbursement requests.

What are volunteer taxpayer assistance services?

Volunteer taxpayer assistance services are accounting and tax preparation services provided by volunteers. These services include:

- Filing federal and Minnesota income tax returns.
- Filing Minnesota property tax refund returns.
- Representing qualifying residents before the department and the IRS.

Part Two. Description of Project

Our grant provides funds to qualifying non-profit organizations to achieve the following objectives:

- Provide volunteer taxpayer assistance services.
- Prepare accurate tax returns.
- Operate efficient tax preparation sites during the tax season and beyond.

- Enhance training of volunteers and staff who administer and provide volunteer taxpayer assistance services.
- Collaborate with other organizations to increase volunteer taxpayer assistance services across Minnesota.
- Expand volunteer taxpayer assistance services to better serve low-income, elderly, and disadvantaged Minnesotans.

Low-income, elderly, and disadvantaged Minnesotans have limited financial resources and may have difficulty finding a reliable and accurate tax professional to prepare their taxes. For these populations, free tax preparation sites are a vital piece of the tax filing season.

What activities are allowed for grant funds?

- Recruiting volunteers to provide volunteer taxpayer assistance services
- Creating training materials for volunteers to provide volunteer taxpayer assistance services
- Training volunteers to prepare accurate income tax and property tax refund returns
- Creating advertising materials to promote volunteer taxpayer assistance services or recruit volunteers, including translating materials in languages other than English
- Materials and equipment that directly aid in providing volunteer taxpayer assistance services
- Salaries paid to employees in positions necessary to provide volunteer taxpayer assistance services (excluding volunteers)

What activities are not allowed for grant funds?

You can find specific activities excluded from funding in Part Three, Proposal Content and Format, number 8 (“Budget”).

Part Three. Proposal Content and Format

You **must** submit proposals via email using our fillable PDF Grant Workbook. You can find the Grant Workbook by visiting our website at www.revenue.state.mn.us and typing **grant** in the Search box. Attach any required and relevant documentation not included in the Grant Workbook. If you need more space to answer questions, attach additional pages.

We will not consider proposals if either of the following are true:

- The application is incomplete, inaccurate, or late.
- We are collecting a past-due balance your organization owes to government organizations.

Note: We review department records when we receive proposals and before we reimburse grant funds. During our review, we will verify your organization is meeting payment obligations to government agencies, thereby preventing revenue recapture or offset of grant funds. We will not distribute grant funds if we are collecting a past-due balance your organization owes to government organizations.

Proposals must include the following:

1. If your organization requests over \$25,000 in grant funds, you must include financial information depending on the table below. You must submit full financial documents to be considered for grant funds.

If your organization's	Then include
Annual income is under \$50,000	Your most recent board-reviewed financial statement, IRS Form 990, or audit.
Total annual revenue is \$50,000 to \$750,000	Your most recent IRS Form 990 or your most recent certified financial audit.
Total annual revenue is over \$750,000	Your most recent certified financial audit.

Note: If your organization has not existed long enough to have a completed IRS Form 990 or audit, include your most recent board-reviewed financial statement.

2. If your organization operates under a Group Exemption Ruling, you must provide both of the following:
 - A copy of the group exemption ruling letter listing the affiliated tax-exempt organization your organization operates under.
 - A copy of the IRS determination letter recognizing the affiliated organization qualifies under section 501(c)(3) of the Internal Revenue Code.
3. If your organization is exempt from registering with the Minnesota Attorney General, you must explain why. For more information, see Minnesota Statute 309.515.

Use the Grant Workbook to complete items 4-8:

4. On the **Cover** tab, complete each field and make sure your authorized representative has signed the cover sheet.
5. On the **Site Data** tab, complete a site data table for each tax site your organization is requesting grant funds to support. Each site data table requires the following information:
 - Site Identification Number (SIDN)
 - Electronic Filing Identification Number (EFIN)
 - Number of federal income tax returns, Minnesota income tax returns, Minnesota property tax refund returns, and previous year returns prepared this past tax filing season
 - If this is your first year providing volunteer taxpayer assistance services, leave these fields blank.
 - Number of new and returning volunteers this past tax filing season
 - If this is your first year providing volunteer taxpayer assistance services, leave these fields blank.
 - Anticipated 2019 tax filing season (2018 tax year) site days, hours, and addresses where your organization will provide volunteer taxpayer assistance services
 - Anticipated 2019 off-season (2018 tax year) site days, hours, and addresses where your organization will provide volunteer taxpayer assistance services. Off-season is defined as after the tax filing season (April 16 – October 15, 2019).

Important: Only complete a site data table for tax sites your organization is requesting grant funds to support. Do not include data for tax sites not receiving part of the grant award.

Note: If your organization is new to the VITA or TCE program and you are waiting for your SIDN or EFIN, include copies of the SIDN and EFIN applications sent to the IRS. You must have your SIDN and EFIN before we will reimburse grant funds.

6. On the **Populations Served** tab, indicate the populations your organization assisted this past tax filing season. Describe how your organization identified and educated these populations about your volunteer taxpayer assistance services.

If your organization did not provide services this past tax filing season, indicate which populations you intend to assist for the 2019 tax filing season (2018 tax year). Include details about how your organization plans to identify and educate these populations about your volunteer taxpayer assistance services.

Populations include, but are not limited to:

- Individuals with low income (annual income of \$54,000 or less)
- Individuals with limited English-speaking abilities
- Individuals with disabilities (see Minnesota Statute 290A.03, subdivision 10 for a definition of disability)
- Individuals who have recently immigrated to the United States
- Individuals who are geographically underserved, including individuals living in greater Minnesota
- Seniors
- Veterans
- Racial and ethnic communities, including American Indians
- Individuals who are homebound
- International students
- Individuals who identify as lesbian, gay, bisexual, transgender, questioning, queer, and intersex (LGBTQQI)
- Individuals who are not required to file but benefit from filing a tax return
- Other, please specify

You must also indicate which populations your organization intends to provide volunteer taxpayer assistance services to for the 2019 tax filing season (2018 tax year). If your organization intends to expand services to any new populations, describe your plan and how the grant will help you achieve that goal.

7. On the **Narrative** tab, describe:
- The diversity and inclusiveness of your organization's taxpayer assistance service volunteers. Include the languages spoken.
 - How grant funding will improve, or provide, volunteer taxpayer assistance services to low-income, elderly, and disadvantaged Minnesotans. Include specific goals, and how your organization will meet those goals, to improve volunteer taxpayer assistance services.
 - Your organization's plan for recruiting new volunteers and retaining past volunteers this filing season and how grant funds will improve these plans.
 - Your organization's plan for training volunteers to provide volunteer taxpayer assistance services this filing season and how grant funds will improve training. Include a list of federal, Minnesota, and other topics covered during training, the hours spent on each topic, the

delivery method of the training (such as Link & Learn, self-study, or classroom training), and the training materials used.

New this year: Your organization must attend a required Minnesota tax training we will provide in December. Your organization must have one representative attend for each free tax preparation site you receive grant funding for. The representative for each site should either provide training to your volunteers or be available at that site for technical guidance during the filing season. We will provide more details about this training to grant recipients this fall.

- Your organization's efforts or plans to collaborate with other organizations (such as schools, government entities, and community-based non-profit or for-profit organizations). Include specific partnership efforts and contributions your organization has provided, and plans to provide, to increase volunteer taxpayer assistance services to low-income, elderly, and disadvantaged Minnesotans. Describe the roles and responsibilities of each collaborating organization, such as space provided for the site, equipment, training assistance, advertising, supplies, etc.
8. On the **Budget** tab, provide an itemized budget for your grant request. You must explain how you will spend grant funds and why you need these items to reach your organization's goals for providing volunteer taxpayer assistance services.

Expenses must be reasonable and necessary for your organization to provide volunteer taxpayer assistance services to Minnesotans who are low-income, elderly, and disadvantaged. You must use all items purchased with grant funds solely for volunteer taxpayer assistance services.

Your organization must incur expenses during the grant period, which is between October 1, 2018 (or when the grant is fully executed) and August 30, 2019.

You must separate expense requests into four expense categories. Expense categories include:

1. **Equipment and Accessories:** Laptops, desktop computers, printers, copiers, scanners, projection equipment for training, shredders, toner, ink cartridges, mice, flash drives, calculators, 10-key pads, laptop cases, cables, software, routers, servers, hotspots, etc.
2. **Advertising:** Print advertisements, radio advertisements, publicity, marketing, design, printing, etc.

The advertisements must either recruit new volunteers or inform the public about volunteer taxpayer assistance services your organization provides. Be professional and accurate, and represent the integrity and services provided through the volunteer taxpayer assistance program in all advertisements used.

If your organization requests advertising funds but does not plan to use print advertisements, provide a detailed description of your marketing plan.

Important: If your organization requests grant funds for print advertisements, you **must** send us a copy of the advertisement to review before printing it. We must review and

approve print advertisements **each grant period**. If we do not approve advertisements before you print them, we will **not** reimburse grant funds for print advertisements.

All print advertisements must include the following language: “Service made available through a grant provided by the State of Minnesota.”

3. **Salaries:** Grant funds paid to individuals specifically for services performed for the volunteer taxpayer assistance program. This includes salaries (including fringe benefits) and stipends for volunteer coordinators, electronic filing coordinators, tax site coordinators, directors, receptionists, office assistants, etc. This also includes contracted payments for services such as translators, interpreters, outside trainers, etc.

You **may not** use grant funds to pay volunteers. Volunteer activities include, but are not limited to, conducting intake, preparing tax returns, doing quality review, and interpreting.

You must specify job duties and the percentage of time devoted to the volunteer taxpayer assistance program.

You can find information on types of positions and reasonable salary amounts at www.bls.gov/oes.

Important: You **may not** request grant funds for salaries if your organization is exempt from registering with the Minnesota Attorney General because you do not pay persons to perform functions or activities. This rule does not apply to organizations exempt from registering with the Minnesota Attorney General for other reasons.

4. **Other Expenses:** Supplies, paper, training materials, mileage, parking, mailing, phone, volunteer recognition, space rental, internet, contracted technical support, etc. Do **not** include phone, internet, electricity, or rent costs not associated with providing volunteer taxpayer assistance services.

What else should I know?

- Mileage reimbursement to volunteers is limited to the current business standard mileage rate from the IRS. You can find this information at www.irs.gov/tax-professionals/standard-mileage-rates.
- Grant funds used to purchase volunteer recognition items may not exceed \$10 per person.
- Grant funds used to purchase food and beverages for volunteers may not exceed \$500.

Expenses that are not allowed include, but are not limited to:

- Tax preparation software. The IRS provides tax preparation software for VITA and TCE tax preparation sites free of charge.
- Salary payments to return preparers, screeners, and reviewers
- Administrative costs for preparing the grant application
- Costs incurred to prepare and deliver the grant application package

- Purchase, construction, repair, or rehabilitation of any building
- Costs that do not support or benefit the program or are unnecessary in carrying out the program
- Alcohol
- Costs of goods or services for personal use of the program employees or volunteers
- Costs or expenses incurred outside the grant period, which is between October 1, 2018 (or when the grant contract is fully executed), and August 30, 2019
- Cost incurred to deliver tax returns to the IRS or state offices
- Gift cards

Part Four. Questions

If you have questions about this RFP, we must receive them no later than **August 3, 2018**. We will **not** respond to late questions.

Email your questions to volunteer.grant.mdor@state.mn.us. All questions must include “RFP FY19 Questions” as the subject. Your questions must include your organization’s name, authorized representative’s name, email address, and phone number.

We will provide email responses to questions by **August 10, 2018**.

Part Five. Submitting Proposals

We must receive proposals by **August 15, 2018**. We will **not** consider any proposals received late.

Email your proposal to volunteer.grant.mdor@state.mn.us.

Tips for completing your proposal:

- Use the grant workbook to ensure you provide all required information.
- Complete all required forms.
- Double-check all your calculations.
- Be clear and concise.
- Use good grammar.
- Review the proposal before submitting and use more than one reviewer.
- Prepare your proposal early. Do not wait until the last minute to submit.

Part Six. Evaluation of Proposals

We score proposals on the basis of need, impact, and performance. We will award up to 165 points based on evaluation of the proposed work plan to assist low-income, elderly, and disadvantaged Minnesota residents in preparing and filing individual income tax and property tax refund returns.

If this is the first year your organization is providing volunteer taxpayer assistance services, our evaluation will focus on your plan's capacity to meet the goals within each factor listed below.

We will evaluate and score proposals based on these twelve factors:

1. Number of hours your organization plans to provide volunteer taxpayer assistance services. We will give additional consideration to proposals that expand volunteer taxpayer assistance service hours. — Up to 15 points
2. Period of time volunteer taxpayer assistance services will be available. We will give additional consideration to proposals that continue volunteer taxpayer assistance services after April 15, 2019. — Up to 15 points
3. Populations your organization has previously served (if applicable) and expects to serve through volunteer taxpayer assistance services. Populations include, but are not limited to, those in Part Three, Proposal Content and Format, number 6 ("Populations Served"). — Up to 15 points
4. Your organization's plan this filing season for identifying and educating the populations in Part Three, Proposal Content and Format, number 6 ("Populations Served"). We will give additional consideration to organizations that foster diversity and inclusion. — Up to 15 points
5. Clearly stated goals, and how your organization will reach these goals to improve (or provide, if this is your first year) volunteer taxpayer assistance services. — Up to 15 points
6. Your organization's plan for recruiting new volunteers and retaining past volunteers to provide volunteer taxpayer assistance services this filing season. — Up to 15 points
7. Your organization's plan for training volunteers this filing season. We will give additional consideration to organizations that provide extensive Minnesota tax training. — Up to 25 points
8. Specific partnership efforts or plans to collaborate with other organization's to increase (or provide, if this is your first year) volunteer taxpayer assistance services. — Up to 20 points
9. Clarity between your organization's goals to provide volunteer taxpayer assistance services and proposed budget expenses, including a detailed budget indicating how your organization will spend grant funds. — Up to 20 points
10. How well your organization adhered to grant policies, procedures, and timelines, if your organization previously received grant funds. We will consider reporting requirements, appropriate use of grant funds, and monitoring visit results. If your organization has not previously received grant funds, you will receive full points. — Up to 10 points

Other factors considered during the evaluation process:

- Number of federal, state, and property tax refund returns prepared during the past filing season, if your organization provided volunteer taxpayer assistance services.
- Your organization's financial capacity, if requesting over \$25,000. We will discuss any items of significant concern, and your organization must resolve them to our satisfaction before we

award grant funds. If your organization does not resolve these items, we will not consider you for grant funds this fiscal year.

Part Seven. Grant Awards

If we award grant funds to your organization, we will notify you by email of the amount on or before **October 1, 2018**. We will also issue grant contracts by October 1, 2018. Grant contracts are fully executed when all parties sign it.

What if I am not awarded grant funds?

We will email you on or before **October 1, 2018**, and indicate why your organization was not selected for grant funds.

Part Eight. Reporting

The following table shows when organizations must provide a progress report, final report, or both:

If we award your organization	Then a progress report	And your final report is due
Less than \$5,000	Is not required	June 1, 2019
\$5,000 or more	Is required and due February 15, 2019	

Progress Reports

When are progress reports due?

February 15, 2019.

How do I submit a progress report?

1. Go to www.revenue.state.mn.us and type **grant** in the Search box.
2. Complete answers to all questions in the progress report. The questions relate to your organization's preparation for the 2019 tax filing season. Include any supporting documentation that helps answer questions in the progress report.
3. Email your progress report to volunteer.grant.mdor@state.mn.us by February 15, 2019.

What happens if my progress report is incomplete?

Your organization must submit a revised progress report until we determine you have met reporting standards. We will provide a deadline for resubmitting the report. If you do not resubmit a progress report and have our approval within our deadline, we will **not** reimburse the remaining grant funds.

What happens if I do not submit a timely progress report?

We will not reimburse your organization for remaining grant funds, and you will not receive grant funds for the next fiscal year.

Final Reports

When are final reports due?

June 1, 2019.

How do I submit a final report?

1. Go to www.revenue.state.mn.us and type **grant** in the Search box.
2. Complete answers to all questions in the final report. The questions relate to how your organization performed and met the goals stated in your grant proposal. The report must detail how your organization used grant funds to carry out activities consistent with the grant contract. Include any supporting documentation that helps answer questions in the final report.
3. Email your final report to volunteer.grant.mdor@state.mn.us by the due date.

What happens if my final report is incomplete?

Your organization must submit a revised final report until we determine you have met reporting standards. We will provide a deadline for resubmitting the report. If you do not resubmit a final report and have our approval within our deadline, we will **not** reimburse the remaining grant funds.

What happens if I do not submit a timely final report?

We will not reimburse your organization for remaining grant funds, and you will not receive grant funds for the next fiscal year.

When will I know the status of my progress report or final report?

Within 10 business days of submission, your organization will receive an email confirming the receipt and status of your progress report or final report.

Part Nine. Monitoring Visits and Reviews

- We must conduct at least one monitoring visit on any grant over \$50,000. We will conduct the monitoring visit in person or by phone during the tax filing season.
- We must conduct a financial reconciliation at least once during the grant period on any grant over \$50,000. A financial reconciliation involves reconciling expenses for a given period with supporting documentation such as purchase orders, invoices, itemized receipts, mileage logs, and payroll records. Expenses must correspond with how we award grant funds.
- We will also conduct monitoring visits and financial reconciliations on grants under \$50,000. Reasons for these reviews can include: new grantee, advance payments, random selection, high risk, etc.
- Any grant recipient may be subject to our review. The Grantee's books, records, documents, and accounting procedures are subject to examination by the State for a minimum of six years from the end of the grant contract. (See Minnesota Statute 16B.98, subdivision 8.)
- We continuously review organizations' records to verify they are meeting payment obligations to government agencies, thereby preventing revenue recapture or offset of grant funds. We

review department records when we receive proposals and before we reimburse grant funds. We will not distribute grant funds if we are collecting a past-due balance an organization owes to government organizations.

- If an organization fails to comply with established guidelines and requirements of the VITA/TCE program, we will terminate the grant contract.

Part Ten. Reimbursement of Grant Funds

The department reimburses grant funds, meaning your organization must have incurred the expenses before requesting reimbursement of grant funds. Your organization must have incurred the expenses between October 1, 2018 (or when the grant is fully executed) and August 30, 2019.

When are reimbursement requests due?

Your organization may submit reimbursement requests anytime between October 1, 2018 (or when the grant is fully executed) and August 30, 2019. However, your organization should generally make requests shortly after you spent the funds and as soon as your organization's tax sites close.

If we award your organization	Then submit a reimbursement request when
\$5,000 or less	The entire award has been spent.
\$5,001 - \$20,000	At least \$5,000 has been spent.
More than \$20,000	At least \$10,000 has been spent.

We will **not** accept reimbursement requests after August 30, 2019.

What documentation do I need to provide?

Your organization must provide supporting documentation (payroll records, timesheets, itemized receipts, invoices, mileage logs, payment records, etc.) proving all expenses are allowable within the guidelines of the grant contract.

- Salary documentation must include the name, position, and pay rate of the employee. If the employee has multiple functions in your organization, list the amount of time they spent on the tax program.
- Mileage logs must include who was traveling, where they went, and the purpose.
- General ledgers alone are not adequate documentation.
- Provide receipts, cancelled checks, or a bank statement showing that the expense has been paid.
- For organizations with cost allocations, we will allow one month of allocations.
- If you paid an expense, but only part of your expense was used to provide volunteer taxpayer assistance services, explain how you apportioned the amount for the grant program. Number of hours or percentage is acceptable.
- Clearly indicate the dates and expenses you are requesting reimbursement for.

How do I submit a reimbursement request?

1. Go to www.revenue.state.mn.us and type **grant** in the Search box.
2. Complete a Reimbursement Request Cover Sheet to detail the specific expenses of the reimbursement request.
3. Attach supporting documentation electronically in the order it appears on the reimbursement request cover sheet. Limit the total number of attachments.
4. Email your reimbursement request to volunteer.grant.mdor@state.mn.us.

We will not accept reimbursement requests without:

- A Reimbursement Request Cover Sheet
- Supporting documentation

Note: If your organization is receiving \$50,000 or more in grant funds, we will conduct a monitoring visit in person or by phone before approving final reimbursement.

How do I request advance grant funds instead of reimbursed grant funds?

If your organization has reason to request advance grant funds, your proposal must include a written explanation specifying the need for advance funds. You must explain why reimbursed grant funds would cause extraordinary cost to your organization. We will review requests for advance grant funds and may authorize them on a case-by-case basis. Your organization’s request may be up to 50 percent of your grant award but may not exceed \$10,000.

We allow advance funds for the current grant period only, since they must be requested and evaluated each grant period.

We will not consider advance grant funds if your proposal does not include a request.

If your organization receives advance grant funds:

- We will conduct a monitoring visit during the grant period. If we determine during the monitoring visit that your organization has not spent grant funds in accordance to the grant contract, we may require you to return the funds to us. Also, we will not authorize advance grant funds for your organization in the future.
- The grant contract will include an advance payment provision including the return of unspent funds to us.

Part Eleven. Timeline

- In order to consider organizations for grant funding, we must receive completed grant applications by August 15, 2018.
- We will notify grant recipients of funding decisions before October 1, 2018. An applicant awarded funding will need to submit a signed grant contract by October 1, 2018. Grant recipients must expend the grant funds by August 30, 2019.

Grant Timeline	
Application period	July 16, 2018 – August 15, 2018
Review and evaluation	August 15, 2018 – September 15, 2018

Notification of selection/non-selection	October 1, 2018
Funds available for use	October 1, 2018*
Progress report due date	February 15, 2019
Final report due date	June 1, 2019
Reimbursement request due date	August 30, 2019
Grant period	October 1, 2018 – August 30, 2019

*Grant funds become available for use when all parties fully execute the grant contract.

Part Twelve. Additional Information

- Any statement in this RFP that contains the word “must” means compliance is mandatory. Failure to satisfy that condition will cause the proposal to be rejected, will be in violation of the grant contract, or will cause grant funds to not be reimbursed.
- Proposers may not restrict the rights of the State to qualify its proposal. If a proposer does so, we may not consider the proposal.
- All proposals submitted in response to this RFP become property of the State. After grant funds have been awarded, members of the public may review proposals upon request.
- The proposer will bear all costs incurred in responding to this RFP.
- A copy of the State’s grant contract is attached (pages 17-23). If any section presents critical problems for the proposer, the proposer must indicate those issues in their proposal.
- Any resulting grant contract will begin on October 1, 2018, or upon full execution of the grant contract, whichever is later.

Part Thirteen. Grant Contract

State of Minnesota Grant Contract

This grant contract is between the State of Minnesota, acting through its Commissioner of Revenue ("STATE") and (full name, address) ("GRANTEE").

Recitals

1. Under Minn. Stat. § 270C.03, Subd. 1, the State is authorized to enter into this grant contract.
2. The State is in need of voluntary taxpayer assistance services to low income and disadvantaged Minnesota residents.
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, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** October 1, 2018, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. Per Minn.Stat. §16B.98, Subd. 11, the grantee submitted and the State approved a work plan and budget whose expenditures can be reimbursed. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

- 1.2 **Expiration date:** August 30, 2019 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

- 2.1 The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1). Coordinate, facilitate, encourage, and aid in the provision of volunteer taxpayer assistance services to low- income or disadvantaged Minnesota residents. Volunteer taxpayer assistance services will include filing federal, state income and property tax refund returns, and to provide personal representation before the Minnesota Department of Revenue and the Internal Revenue Service.

- 2.2 The grant may only be used for the purposes as specified above in item 2.1 and below in item (1).

The Grantee will perform the duties as specified in items (2) and (3), which are referenced and incorporated into this contract and are therefore part of the contract. In the event of any conflict in language provisions, the order of precedent will be determined in the order listed below.

- (1) The grant may only be used for items reimbursable in the following four categories:
Equipment and Accessories, Advertising, Salaries and Other Expenses

Any expenses outside of these categories will not be reimbursed under this grant contract; refer to Attachment A for a full description of allowable expenses.

- (2) Attachment A: The Department of Revenue's Request for Proposal.
- (3) Attachment B: The Grantee's proposal as it is applicable to the usage of the grant as stated above in item (1) of this section.

2.3 If required, the Grantee must submit a progress report no later than February 15, 2019 as required in the Reporting section of the Department's Request for Proposals.

If the Grantee does not submit a progress report by February 15, 2019, the organization will **not** be reimbursed for remaining grant funds and will **not** be eligible to receive grant monies under the volunteer taxpayer assistance grant program in the next fiscal year.

2.4 The Grantee must submit a final report no later than June 1, 2019 as required in the Reporting section of the Department's Request for Proposals. The final report must demonstrate how the money was used to carry out activities for which the grant was awarded.

If the Grantee does not submit a final report by June 1, 2019, the organization will **not** be eligible to receive grant monies under the volunteer taxpayer assistance grant program in the next fiscal year.

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 provide the Grantee funds under this grant contract as follows:

(a) Compensation

The Grantee will be paid once requests for reimbursement have been approved. A Grantee may submit a request for reimbursement anytime between October 1, 2018 – August 30, 2019. A Reimbursement Request Cover Sheet must be submitted with all requests. Reimbursements will not be accepted without a cover sheet.

(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 \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE].

4.2 Payment.

(a) Reimbursements

The State will promptly pay the Grantee after the Grantee requests reimbursement. Reimbursements will be paid in the following manner:

Organization awarded:	Submit reimbursement request when:
\$5,000 or less	The entire award has been spent
\$5,001 - \$20,000	At least \$5,000 has been spent
\$20,001 or more	At least \$10,000 has been spent

(b) 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.

5 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.

6 Authorized Representative

The State's Authorized Representative is Carolyn Murphy, Contracts Manager (or successor), phone 651-556-4041, Financial Management Division, Minnesota Department of Revenue. She is responsible for managing the compliance of this contract and is the authorized representative to consider, accept or reject any contract modifications.

Jessica Delcid, phone 651- 556-3052 or 1-800-818-6871, Income Tax & Withholding Division, Minnesota Department of Revenue, will be the Technical/ Project Manager for this project. She is responsible for the technical aspect of the grant contract and serving as the liaison with the Grantee for operational issues, monitoring visits, financial reconciliations, and progress and final reports and has the authority for approval and acceptance of service and approval for payment.

The Grantee’s Authorized Representative is (Name/Telephone Number). If the Grantee’s Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the Technical/Project Manager. The Grantee’s Authorized Representative is the only individual allowed to request changes to this contract.

7 Assignment, Amendments, Waiver, and Grant Contract Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **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.

9 **State Audits**

Under Minn. Stat. §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant 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.

10 **Government Data Practices and Intellectual Property Rights**

10.1 **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 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.

10.2 **Intellectual Property Rights**

(a) Intellectual property rights. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Contract. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes documents. The "documents" are the

originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract. The documents will be the exclusive property of the State and all such documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Contractor assigns all right, title, and interest it may have in the works and the documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the works and documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State’s Authorized Representative written notice thereof, and must promptly furnish the State’s Authorized Representative with complete information and/or disclosure thereon.

(2) Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Contractor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor’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 the works or documents infringe upon the intellectual property rights of others. The Contractor 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 Contractor’s or the State’s opinion is likely to arise, the Contractor 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 works or documents 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.

11 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.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and 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.

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

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

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

14 **Termination**

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

14.2 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Minnesota Legislature.
- 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.

15 **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.

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

Print name: Carolyn M. J. Murphy

Signature: _____

Title: Accounting Officer Sr. Date: _____

SWIFT Contract No.: _____

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

Print name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency
With delegated authority

Print name: Lori Caspers

Signature: _____

Agency Chief Financial
Title: Officer Date: _____