

# **Special Conditions for Federal and State Grant Funded Contracts**

(Revised: 12/2015)

## **I. General Compliance:**

The Contractor agrees to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this Contract. The Contractor further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available. By entering into this Contract with the City, the consultant agrees to be bound by any and all requirements and obligations established by the Federal or State governmental entity that provided funds to the City which were used to pay for the Consultant's services.

### **A. Conduct:**

**Prohibited Activity** - The Contractor is prohibited from using funds provided herein or personnel employed in the administration of the program or project for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or maintenance of effort. Program or project participants may not be placed into or remain working in any position that is affected by a labor dispute.

**Religious Organization** - The Contractor agrees that funds provided under this contract will not be utilized for religious activities or to promote religious interests.

### **B. Materials Produced by Contractor:**

**Grantor Recognition** - The Contractor shall ensure recognition of the role of the Grantor Agency identified by the City in providing the scope of work or services through this contract. In addition, the Contractor will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Progress** - The Contractor shall submit reports to the City in the form, containing the content, and with the frequency required by the City.

### **C. Employment Restrictions:**

**Notifications** - The Contractor's executive management will ensure that a notice of its affirmative commitments in regards to Minnesota's Occupational Safety and Health Act of 1973 and Minnesota's Employee Right to Know Act of 1983 (MINNESOTA STATUTES, SECTIONS 182.65-.676) and all regulations promulgated thereunder, as now or hereafter amended, is made available to Contractor's employees and any applicable labor unions or worker's representatives.

**Infringement** - Contractors may not impair existing contracts for services or collective bargaining agreements nor displace currently employed workers, including no reduction in non-overtime, wages or benefits. Participants will not replace laid off employees nor infringe on other employees' promotional opportunities.

## **II. Administrative Restrictions**

**A. Fees.** The Contractor is prohibited from charging an enrolled individual a fee for referral or program services.

**B. Voter Registration.** If required by the City Contract Manager, the Contractor shall provide voter registration services for employees and program participants encountered in the performance of this contract. Non-partisan assistance shall be provided, including routinely asking employees and members of the public served if they would like to register to vote, providing them with a registration form, and assisting them in completing the form.

### **III. General Federal and State Requirements**

- A. Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. Section 794 et seq.) as now or hereafter amended, which prohibits discrimination against individuals with disabilities in any federally assisted program or activity.
- B. Hatch Act** (5 U.S.C. Section 1501-1508, 7321-7326) (*See also* 18 U.S.C. Sections 210-211, 594 et seq.) as now or hereafter amended, which prohibits the use of funds provided or personnel employed under this contract from being used to conduct or engaging in certain political activities.
- C. Endangered Species Act of 1973** (7 U.S.C. Section 136, 16 U.S.C. Section 1531 et seq.) as now or hereafter amended, which prohibits harm against plants, animals or habitats protected under the Act.
- D. Fair Labor Standards Act of 1938** (29 U.S.C. Section 201 et seq.) as now or hereafter amended, which regulates wage, hour and other employment practices that govern the use of funds provided and the employment of personnel under this contract.
- E. The Age Discrimination Act of 1975** (42 U.S.C. Section 6101 et seq.), as now or hereafter amended, which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance.
- F. The Americans with Disabilities Act of 1990** (42 U.S.C. Section 12101 et seq.), as now or hereafter amended, which prohibits discrimination against qualified individuals on the basis of disability.
- G. Title IX of the Education Amendments of 1972** (20 U.S.C. Sections 1681-1688), as now or hereafter amended, which prohibits discrimination on the basis of sex in educational programs and in any activities receiving federal financial assistance.
- H. Title VI The Civil Rights Act of 1964** (42 U.S.C. Section 2000d et seq.), as now or hereafter amended, which prohibits discrimination against an individual on the basis of race, color or national origin in any program or activity receiving federal financial assistance. These regulations apply to all employers, including State and Local governments, public and private employment agencies, and labor organizations.
- I. Drug Free Workplace Act of 1988** (41 U.S.C. Sections 8102 et seq.) as now or hereafter amended, and all regulations promulgated thereunder, including 2 C.F.R. Part 182 (as adopted by HUD at 2 C.F.R. Part 2429.10 et seq.), which require each grantee or sub-grantee (an “employer”) to make a continuing good faith effort to maintain a drug free workplace, and mandate certain actions the “employer” must take to achieve this requirement.
- J. Regulations** – The Contractor agrees to comply with the requirements, as applicable, of:

- Executive Order 12291: “Federal Regulations” (46 Fed. Reg. 13193 (Feb. 17, 1981)).
- Executive Order 12259: “Leadership and Coordination of Fair Housing in Federal Housing Programs” (46 Fed. Reg. 1253 (Dec. 31, 1981)).
- Executive Order 12549: “Debarment and Suspension” (51 Fed. Reg. 6370 (Feb. 18, 1986)).
- Executive Order 13132: “Federalism” (64 Fed. Reg. 43255 (Aug. 4, 1999)).
- Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 3601 et seq.). (Also known as the Fair Housing Act).
- 42 C.F.R. Chapter I, Subchapter D-“Grants.” (Department of Health & Human Services)
- 31 C.F.R. Part 205: “Rules and Procedures for Efficient Federal-State Funds Transfers”.
- 37 C.F.R. Part 401: “Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements”.
- 49 C.F.R. Part 24: “Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs”.
- 29 C.F.R. Part 37: “Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (WIA)”.
- 2 C.F.R. Part 200 “Uniform Grant Guidance” (Applicable to all direct federal awards made after December 26, 2014 and supersedes OMB administrative, cost and audit rules in the OMB circulars listed below).

**For funds provided through federal awards to the prime recipient on or prior to December 26, 2014, the following circulars apply:**

- O.M.B. Circular A-21: “Cost Principles for Educational Institutions” (*See* 2 C.F.R. Part 220).
- O.M.B. Circular A-87: “Cost Principles for State, Local and Indian Tribal Governments” (2 C.F.R. Part 225).
- O.M.B. Circular A-102 Revised: “Grants and Cooperative Agreements with State and Local Governments”. (For HUD funded contracts, see 24 C.F.R. Part 85)
- O.M.B. Circular A-110: “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations” (2 C.F.R. Part 215) (For HUD funded contracts, see 24 C.F.R. Part 84).
- O.M.B. Circular A-122: “Cost Principles for Nonprofit Organizations” (2 C.F.R. Part 230).
- O.M.B. Circular A-133 Revised: “Audits of States, Local Governments and Non-Profit Organizations”.

**K. Cost Certification.** Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

ALL PAYMENTS REQUESTED ARE FOR APPROPRIATE PURPOSES AND ARE IN ACCORDANCE WITH THE PROVISIONS OF THE GRANT APPLICATION OR PROPOSAL AND THE CONTRACT.

**L. Non-procurement Debarment and Suspension.** The Contractor agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Contractor contracts regarding the funding received pursuant to “covered transactions” as defined in 2 C.F.R. Part 180, Subpart B.

If the funding agency is the U.S. Department of Housing and Urban Development, Contractor shall also comply with 2 C.F.R. Part 2424 and 2 C.F.R. Part 180, Subpart C.

If the funding agency is the U.S. Department of Health and Human Services, Contractor shall also comply with 2 C.F.R. Part 376, Subpart C.

**M. Equal Employment Opportunity.** The Contractor agrees to comply with Executive Order 11246, “Equal Employment Opportunity,” (30 Fed. Reg. 12319 (Sept. 24 1969)) as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” (32 Fed. Reg. 14303 (Oct. 13, 1967) as amended or supplemented) and as supplemented by regulations at 41 C.F.R. Chapter 60: “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

#### **IV. Additional Conditions for Projects Involving Construction**

##### **A. Labor Standards**

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as amended, (further regulations and requirements are found at: <http://www.wdol.gov/dba.aspx>), the applicable provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701 et seq.), the Copeland “Anti-Kickback” Act (18 U.S.C. Section 875), and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part and shall make such documentation available to the City for review upon request.

##### **B. Land Covenants**

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) and 24 C.F.R. Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United State are beneficiaries of and entitled to enforce such covenants. The Contractor, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

##### **C. Environmental Conditions**

1) **Air and Water:** The Contractor agrees to comply with the following regulations insofar as they apply to the performance of this contract: 1) Clean Air Act (42 U.S.C. Section 7401 et seq.) as amended; 2) Federal Water Pollution Control Act (the Clean Water Act) (33 U.S.C. Sections 1251-1387), as amended, including regulations relating to inspection, monitoring, entry, and reports pursuant to 33 U.S.C. Section 1318, information and other requirements specified in the regulations and guidelines issued thereunder; 3) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 745, as amended; 4) National Environmental Policy Act of 1969 (42 U.S.C. Section 4321 et seq.) as amended; and 5) HUD Environmental Review Procedures (24 C.F.R. Part 58) as amended.

##### **2) Lead-Based Paint:**

- (a) Residential Structures - The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract may be subject to HUD Lead-Based Paint Regulations (*see* 24 C.F.R. Part 35). Such regulations pertain to all HUD-assisted

housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning. The Contractor shall also comply with the regulations contained in 40 C.F.R. Part 745, Subpart E for any renovation, repair and paint (RRP) work that occurs at any residential property constructed prior to 1978.

- (b) Commercial and Public Structures – The Contractor shall comply with the regulations contained in 40 C.F.R. Part 745, Subpart L, including the licensing and work practices standards for public and commercial buildings, bridges and super structures.

#### **D. Historic Preservation**

The Contractor agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470 et seq.) as amended, the Archeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469-469c-1) as amended, Executive Order No. 11593, and the procedures set forth in 36 C.F.R. Part 800, insofar as they apply to the performance of this contract.

#### **E. Progress Payments and Retainage**

Unless otherwise prohibited by conditions for payment and receipt of the federal grant by the City, this contract shall be subject to the provisions for security for completion of performance provided in Minnesota Statutes, Sections 15.71 through 15.74.

#### **V. Federal Funding Accountability and Transparency Act of 2006 (FFATA)**

(31 U.S.C. Section 6101 et seq.)

The FFATA applies to direct federal grants received by the City, which are provided as a sub award (sub grant, sub contract or sub recipient) to a first tier contractor or vendor. The City is obligated to report to a website maintained by the US Office of Management and Budget (OMB) certain information about entities that receive a sub award of federal funds in an amount of \$25,000 or more. As a sub awardee, sub recipient or contractor being paid in whole or in part by the City with federal grant proceeds, your organization is required to register with the Central Contractor Registry (CCR) and comply with the requirements of the Federal Subaward Reporting System (FSRS). As a sub awardee of federal funds, the company/entity is required to obtain a unique, federal identification number (DUNS) and report total compensation of certain executive level members of the company/entity (see [www.fsrs.gov](http://www.fsrs.gov) for details).

#### **VI. Certification Regarding Lobbying**

Before the City releases any of the funds covered by this Contract, the Contractor shall sign the following certification statement:

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

- 1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID, OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN

EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

- 2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.
  
- 3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

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

IN WITNESS WHEREOF, I have set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FOR: \_\_\_\_\_

**(Organization)**