

# **General Conditions for Request For Proposals (RFP)**

(2014 ESG RFP Only)

The General Conditions are terms and conditions that the City expects all of its grant recipients to meet. Any awarded Grantee agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Proposer's suggestions.

## **1. City's Rights**

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in the Request for Proposal, or the respondent's reply based on the component prices submitted.

## **2. Interest of Members of City**

The Grantee agrees that it has complied with Minnesota Statutes, Section 471.87 and Chapter 3, Section 22 of the City Charter. Therefore unless authorized in Chapter 15 of the City's Code of Ordinances, no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

## **3. Equal Opportunity Statement**

The Grantee agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Grantee. Among the federal, state and city statutes and ordinances to which the Grantee shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C. Section 2000e, et seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C. Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C. Section 206(d) (the Equal Pay Act), 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Grantee shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

## **4. Insurance**

Insurance secured by the Grantee shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of the Contract and shall remain continuously in force for the duration of the Contract.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Grantee. Any policy deductibles or retention shall be the responsibility of the Grantee. The Grantee shall control any special or unusual hazards and be responsible for any damages that

result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Grantee's interest or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form. A thirty (30) day written notice is required if the policy is canceled, not renewed or materially changed. The Grantee shall require any of its subcontractors, if sub-contracting is allowable under this Contract, to comply with these provisions, or the Grantee will assume full liability of the subcontractors.

Grantees will provide and maintain at all times during the process of building the Project (and, from time to time at the request of the City, furnish the City with proof of payment of premiums on):

- (i) Builder's risk insurance, written on the so-called "Builder's Risk – Completed Value Basis", in an amount equal to 100% of the insurable value of the Project at the date of completion without a coinsurance clause, and with coverage available on the so-called "all risk", nonreporting form of policy. The City's interest shall be protected in accordance with a standard "mortgagee" clause in form and content satisfactory to the City;
- (ii) Commercial general liability insurance (including operations, contingent liability, operations of subcontractors, complete operations and contractual liability insurance) with limits of at least \$2,000,000 general aggregate and \$2,000,000 each occurrence. The policy shall be on an "occurrence" basis, shall include contractual liability coverage, and the City shall be named an additional insured; and
- (iii) Workers' compensation insurance, with statutory coverage.

## **5. Hold Harmless**

The Grantee will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Grantee's insurance coverage, arising directly from any negligent act or omission of the Grantee, its employees, agents or employees of the subcontractors and subcontractors of the Grantee, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Grantee to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Grantee and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

## **6. Subcontracting**

The Grantee shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Grantee shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Grantee has received payment from the City.

**7. Assignment or Transfer of Interest**

The Grantee shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City. The Grantee shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**8. General Compliance**

The Grantee agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under the Contract.

**9. Performance Monitoring**

The City will monitor the performance of the Grantee against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time to cure such substantial performance after being notified by the City, Contract termination procedures will be initiated. All work submitted by Grantee shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Grantee and shall inform the Grantee of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

**10. Prior Uncured Defaults**

Pursuant to Chapter 8, Section 24 of the City's Charter, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**11. Independent Grantee**

Nothing contained in the Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an independent Grantee with respect to the work and/or services to be performed under this Contract. Any and all employees of Grantee or other persons engaged in the performance of any work or services required by Grantee under this Contract shall be considered employees or subcontractors of the Grantee only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered or provided herein, shall be the sole obligation and responsibility of the Grantee.

**12. Accounting Standards**

The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Contract.

### **13. Retention of Records**

The Grantee shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

### **14. Data Practices**

The Grantee agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Grantee must immediately report to the City any requests from third parties for information relating to this Contract. The City agrees to promptly respond to inquiries from the Grantee concerning data requests. The Grantee agrees to hold the City, its officers, and employees harmless from any claims resulting from the Grantee's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the Contract with the selected Grantee. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

### **15. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Grantee records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

### **16. Living Wage Ordinance**

The Grantee may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)" Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy for the purpose of job creation valued at \$100,000 or more will be subject to the Ordinance's requirement that the Grantee and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

### **17. Applicable Law**

The laws of the State of Minnesota shall govern all interpretations of this Contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Grantee.

## **18. Conflict and Priority**

In the event that a conflict is found between provisions in this Contract, the Grantee's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals (only for Contracts awarded using RFP).

## **19. Travel**

If travel by the Grantee is allowable and approved for this Contract, then Grantee travel expenses shall be reimbursed in accordance with the City's [Grantee Travel Reimbursement Conditions](#).

## **20. Billboard Advertising**

City Code of Ordinance 544.120 prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

## **21. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Grantee are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Grantee to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Grantee represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Grantee, the City's Code of Ethics will also apply to the Grantee in its role as an "interested person" since Grantee has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

## **22. Small & Underutilized Business Program (SUBP) Requirements**

It is the policy of the City of Minneapolis to provide equal opportunity to all contractors and to redress the discrimination in the City's marketplace against minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs). The SUBP, as detailed in the Minneapolis Code of Ordinances Section 423.50, applies to any professional, technical and service contract over \$100,000. Goals are set on proposals based on project scope, subcontract opportunities and projected availability of SUBP firms.

Even if there are no specific goals on the contract, the Grantee is strongly encouraged to find an opportunity to solicit SUBP firms to work on the assisted project.

For more information on locating certified businesses, please visit <http://mnucp/metc.state.mn.us/> or call the City at 612-673-2112.

Please attach the following as applicable:

([Attachment for RFP with SUBP goals](#))

([Attachment for RFP without SUBP goals](#))

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

(Revised: 9/2013)

## **I. General Compliance:**

The Grantee must agree to comply with the requirements of all applicable Federal and State laws, regulations and policies issued pursuant to grant funds in this contract. The Grantee further agrees to use funds available under this contract to supplement rather than supplant funds otherwise available.

### **A. Conduct:**

**Prohibited Activity** - The Grantee shall be prohibited from using ESG funds 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 Grantee must agree that funds provided under the contract will not be utilized for religious activities or to promote religious interests.

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

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

**Progress** – The Grantee 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 Grantee’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 Grantee’s employees and any applicable labor unions or worker’s representatives.

**Infringement** – Grantees 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. Voter Registration**

If required by the City Contract Manager, the Grantee 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 Grantee 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)).

- 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”.
- 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).
- 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” (for HUD-funded contracts, see 24 C.F.R. Parts 84-85).
- 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)”.

**K. Certification Regarding Lobbying.** Before the City releases any of the funds covered by this Contract, the Grantee 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 AWARDED 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)

**L. Non-procurement Debarment and Suspension.** The Grantee agrees to comply with 2 C.F.R. Part 180, Subpart C and to require each subcontractor, supplier or other party with whom the Grantee 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, Grantee 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, Grantee shall also comply with 2 C.F.R. Part 376, Subpart C.

**M. Equal Employment Opportunity.** The Grantee 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. Environmental Conditions**

1) **Air and Water:** The Grantee 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 Grantee 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 Grantee 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 Grantee 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.

**B. Historic Preservation**

The Grantee 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.

**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.fsrc.gov](http://www.fsrc.gov) for details).

**VI. Section 3.**

Grantees receiving more than \$200,000 of federal funds for a project and any contractor or subcontractor with a contract on such a project in excess of \$100,000 are subject to the Section 3 requirements outlined in 24 C.F.R. Part 135 except that homeless individuals have priority over other Section 3 residents in accordance with 24 C.F.R. § 576.405 (c).