

The City of Moore
Moore, Oklahoma



RFP #2020-002
Professional Services

**Internal Audit for the Community Development Block Grant-
Disaster Recovery**



City of Moore
Office of City Clerk, Purchasing Division
301 N. Broadway Avenue, Suite 142
Moore, Oklahoma 73160



SOLICITATION OVERVIEW

The City of Moore is soliciting proposals for:

Title: Internal Audit for Community Development Block Grant-Disaster Recovery

RFP Number: 2020-002

Due Date: 4:00 p.m., Monday, August 31, 2020

**Location: City of Moore, Purchasing Division
301 N. Broadway Ave. Suite 142
Moore, OK 73160**

Submit written questions to: cdbg@cityofmoore.com

Questions may be submitted through 5:00 p.m., August 13, 2020.

- No verbal questions will be accepted.
- Questions of a substantial nature will be addressed in an addendum, posted on the City's Purchasing Web page for all interested parties.

CITY OF MOORE
NOTICE
RFP #2020-002

NOTICE IS HEREBY GIVEN that the City of Moore will receive proposals in the office of the City Clerk, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160 for "INTERNAL AUDIT FOR COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY". Proposals will not be accepted after 4:00 p.m., CST, Monday, August 31, 2020.

The City is seeking proposals from qualified Certified Public Accountants to perform an internal audit of the CDBG-DR and its related component units. The audit contract will be awarded by the governing body for a one-year period; however, the selected auditor may be retained for subsequent years if terms and performance are acceptable to the City.

The audit must be conducted in accordance with the Single Audit Act of 1984 and OMB Circular A-133, the GAO Government Auditing Standards, in addition to the Office of Inspector General, United States Department of Housing and Urban Development.

All questions regarding the RFP must be submitted in writing to cdbg@cityofmoore.com no later than 5:00 PM (CST) August 13, 2020. The questions will be answered by City Staff and posted on the City's website no later than 5:00 pm (CST) August 20, 2020.

Proposals will be made in accordance with the RFP notice which is on file and available for examination in office of the City Clerk, Purchasing Division, Moore City Hall, 301 North Broadway, Suite 142, Moore, Oklahoma 73160.

Interested firms should submit five (5) written copies plus one electronic file of the proposal by 4:00 p.m., CST, Monday, August 31, 2020, to the Purchasing Agent, Moore City Hall, 301 North Broadway, Moore, Oklahoma 73160. Proposals must be identified as follows:

"RFP #2020-002"
"INTERNAL AUDIT FOR COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY"

Late proposals will not be accepted under any circumstances. Any proposal received after the scheduled time for closing will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their proposal is received on time.

The City of Moore reserves the right to reject any and all proposals, in part or in whole and to award a contract to the most responsive and responsible firms(s) as deemed in the best interest of the City; further, the right is reserved to waive any formalities or informalities contained in said proposal(s).

Copies of RFP documents may be obtained from the Purchasing Agent located at 301 N. Broadway, Moore, Oklahoma, 73160, phone number (405) 793-5022, 8:00 am to 5:00 pm, local time, Monday through Friday or online at <https://www.cityofmoore.com/government/city-bids-1>.

The City of Moore is an equal opportunity employer.

I. Overview

A. INVITATION

The City is seeking proposals from qualified Certified Public Accountants to perform an internal audit of the CDBG-DR and its related component units. The audit contract will be awarded by the governing body for a one-year period; however, the selected auditor may be retained for subsequent years if terms and performance are acceptable to the City.

The audit must be conducted in accordance with the Single Audit Act of 1984 and OMB Circular A-133, the GAO Government Auditing Standards, in addition to the Office of Inspector General, United States Department of Housing and Urban Development.

B. PROJECT SCHEDULE

The selected firm will provide two (2) audits per year, with the first audit starting with April 2021 through October 2021.

C. PROPOSAL DEADLINE

Proposers shall submit one (1) original in digital format, and five (5) separate hard copies with one marked as "Original". The proposal must be clearly marked as **Bid #2020-002 Internal Audit for the Community Development Block Grant-Disaster Recovery** and delivered to:

City of Moore Purchasing Department
301 N. Broadway Ave. Suite 142
Moore, OK 73160

No later than **4:00 PM on Monday, August 31, 2020**. Proposals received after the submittal deadline shall be considered void and unacceptable and shall be returned unopened to the respondent.

The City of Moore is an equal opportunity employer.

Barbara Furgiani, Purchasing Agent, 405-793-5022

II. Community Background

The City of Moore is a medium-sized city in the OKCMSA with a population of approximately 60,750. On May 20, 2013, the City of Moore experienced an EF5 tornado that cleared a path through the City from west to east, destroying 1,087 single family homes, 94 duplexes, 16 mobile homes and affecting 2 apartment complexes.

The City of Moore has received a Community Development Block Grant for Disaster Recovery grant (CDBG-DR) from the Office of Housing and Urban Development (HUD) in the amount of \$52.2 million to assist with long-term recovery needs. The City has developed an Action Plan that provides a framework for the expenditure of funds.

The following documents provide background information on the study area and studies that have taken place to date. All of the documents are available on the City of Moore website.

CDBG-DR Action Plan and Amendments - <https://www.cityofmoore.com/departments/grants-programs/disaster-recovery>

III. Scope of Services

The firm will be expected to perform a bi-annual performance audit of the CDBG-DR to determine the efficiency of the process. The City of Moore has been allocated \$52.2 million from the Department of Housing and Urban Development for Community Development Block Grant-Disaster Recovery under the Hurricane Sandy Allocation.

An audit report will be required and will need to include:

- Documented findings
- Recommendations for improvements

The Community Development Block Grant – Disaster Recovery (CDBG-DR) allocation to the City of Moore is governed by the following laws and regulations:

- (a) The Housing and Community Development Act of 1974;
- (b) Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14AU.S.C.647) 44 CFR 206.191 Duplication of Benefit
- (d) Duplication of Benefits Federal Register, Vol.76, No.221, November 16, 2011 (76 FR 71060) Public Law 113-2:

- (e) Disaster Relief Appropriations Act, 2013 (at HR 152-34)
- (f) The HUD Federal Register Notice at 78 FR 14329 published March 5, 2013
- (g) HUD Federal Register Notice at 78 FR 23578 published April 19, 2013
- (h) HUD Federal Register Notice at 78 FR 32262 published May 29, 2013
- (i) HUD Federal Register Notice at 78 FR 45551 published July 29, 2013
- (j) HUD Federal Register Notice at 78 FR 46999 published August 2, 2013
- (k) HUD Federal Register Notice at 78 FR 52560 published August 23, 2013
- (l) HUD Federal Register Notice at 78 FR 69104 published November 18, 2013
- (m) HUD Federal Register Notice at 78 FR 76154 published December 16, 2013
- (n) HUD Federal Register Notice at 79 FR 17173 published March 27, 2014
- (o) HUD Federal Register Notice at 79 FR 31964 published June 3, 2014
- (p) HUD Federal Register Notice at 79 FR 40133 published July 11, 2014
- (q) HUD Federal Register Notice at 79 FR 60490 published October 7, 2014
- (r) HUD Federal Register Notice at 79 FR 62182 published on October 16, 2014
- (s) HUD Federal Register Notice at 80 FR 1039 published on January 8, 2015
- (t) HUD Federal Register Notice at 80 FR 17772 published on April 2, 2015
- (u) HUD Federal Register Notice at 80 FR 26942 published on May 11, 2015
- (v) HUD Federal Register Notice at 80 FR 51589 published on August 25, 2015
- (w) HUD Federal Register Notice at 80 FR 72102 published on November 18, 2015
- (x) HUD Federal Register Notice at 81 FR 7567 published on February 12, 2016
- (y) HUD Federal Register Notice at 81 FR 36557 published on June 7, 2016
- (z) HUD Federal Register Notice at 81 FR 54114 published on August 15, 2016
- (aa) HUD Federal Register Notice at 82 FR 9753 published on February 8, 2017
- (bb) HUD Federal Register Notice at 82 FR 36812 published on August 7, 2017
- (cc) HUD Federal Register Notice at 82 FR 61320 published on December 27, 2017
- (dd) HUD Federal Register Notice at 82 FR 4836 published on February 19, 2019
- (ee) The applicable laws of the State of Oklahoma; and
- (ff) By the laws and regulations promulgated by the City for the CDBG-DR program.

This contract will be for one year and can be renewed annually for up to 3 years.

IV. Submittal Requirements

The prospective consultants are encouraged to follow the outline and page distribution indicated below. The selection committee will have limited time to review the submittals. Brevity and clarity in explaining key concepts and responding to the information required are encouraged. Proposers shall submit five (5) paper copies and one (1) .pdf copy of their completed RFP response. All proposals must be limited to the following prescribed information and be submitted in an 8 ½" x 11" format. Responses should contain the following elements:

1. **Letter of Transmittal** - Clearly indicate the single contact (principal-in-charge), email address, mailing address, and telephone numbers. Indicate unique features of the organization and the project team that makes the team suited to undertake this specific project.
2. **Project Understanding** – A written narrative explaining the proposing firms' understanding of the CDBG-DR process and regulations.
3. **Project Approach and Timeline** - A written narrative that defines the methods and means by which the proposing firm will perform the services outlined in the RFP.
4. **Team Organization and Key Participants.**
 - Describe how the project team will be organized.
 - Indicate what work the consultant will self-perform and what work will be performed by sub-consultants and indicate by name those individuals who will be responsible for specific tasks. Identify the prime firm that will be the party to any contract with the City for completion of the project.
 - Indicate how the project will be managed.
5. **Project Experience and References** - List no more than five (5) specific projects previously undertaken similar in scope, including color photos of the final product. Provide a list of references for those projects. Include name, title, address, telephone numbers and email addresses.

Exhibits to be Included in Submittal:

- W-9
- DUNS #
- Insurance Certificate with City of Moore listed as Certificate Holder
- **Exhibit C** Non-Collusion Affidavit
- **Exhibit D** Certification Regarding Lobbying
- **Exhibit E** Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- **Exhibit F** MOB/WOB/Section 3 Business (if Applicable)

- **Exhibit G** Form 4400
- **Exhibit H** Conflict of Interest Certification
- **Exhibit I** HUB Certification (if Applicable)

Costs for developing a response to the RFP, interviews, and contract negotiations are entirely the obligation of the proposer and shall not be charged in any manner to the City.

V. Evaluation and Selection

A. INITIAL SCREENING

Submissions will be initially screened by a multi-disciplinary staff evaluation committee to reach consensus on the most qualified consultants to be invited to make formal presentations to the staff evaluation committee.

B. EVALUATION CRITERIA

The competitive selection process provided for under this RFP will focus on the qualifications and prior history of performance on similar projects of each lead firm and the members of the lead firm's proposed team, in accordance with the selection criteria set forth below. Thoughtful written responses to this RFP will enable the City to select the most qualified proposers.

Selection of the successful firm with whom negotiations shall commence will be made through an evaluation process based on the following criteria:

- 30% Project Approach:** Proposal includes the understanding of the objectives and scope which will include the type of audit, required reports, and contract period.
- 25% Project Team:** Proposal includes an executive summary of the information contained in all parts of the proposal, also includes all necessary federal and state licenses for each employee.
- 20% Past Project Experience:** Proposal includes the experience of the proposed staff, involvement in government organizations including grant programs, and references with contacts and phone numbers.
- 20% Project Schedule:** Proposal details the schedule of the audits for the year and when reports will become available.
- 5% Presentation of Proposal:** Proposal strictly adheres to the requirements set forth in the RFP and is organized and succinct. The proposal will inform the selection committee of the quality of the final product.

C. SELECTION AND AWARD PROCESS

Firms submitting a response to the RFP will be asked at a minimum, to state their understanding and experience relating to the project and offer their methodology for achieving the objective and producing the required deliverables for each task. The finalists selected will be required to participate in an interview. The selection committee will rank the prospective proposers after the interview, submit their independently recorded scores on the evaluation sheet, forward those to the Purchasing Department for tabulation, and recommend the Moore City Council enter into contract negotiations with the first ranked team. If contract negotiations fail, the City will proceed to enter into negotiations with the teams in ascending order of rank, as the City deems necessary.

It is the City's expectation that this RFP and selection process result in the selection of a consultant and affiliated team to be retained in a professional capacity for the development and execution of the anticipated professional services described herein.

VI. Miscellaneous

All materials submitted by any proposer in response to the RFP will become the property of the City and will be returned only at the option of the City.

Costs for developing a response to the RFP, interviews, and contract negotiations are entirely the obligation of the proposer and shall not be charged in any manner to the City.

This RFP is a solicitation and not an offer to contract. The City reserves the right to terminate, modify, abandon or suspend the process; reject any or all submittals; modify the terms and conditions of this selection process, and/or waive informalities in any submission; issue clarifications and other directives concerning this RFP; to require clarification or further information with respect to any proposal received, and to determine the final scope and terms of any contract for services; and whether to enter any contract. The provisions herein are solely for the fiscal responsibility of the City and confer no rights, duties or entitlements to any proposer. A written agreement for services will be required between the City and successful proposer.

VII. Estimated Timetable for Proposals

The following is a detailed schedule of events for the RFP process, which is subject to modification by the City:

- **July 30, 2020:** Advertise RFP
- **August 6, 2020:** Advertise RFP
- **August 13, 2020:** Questions due to the City
- **August 20, 2020:** Responses to submitted questions posted online
- **August 31, 2020:** RFP responses due to the City
- **August 31-September 7, 2020:** Selection Committee evaluate and shortlist candidates
- **September 14, 2020:** Consultant interviews
- **September 15, 2020:** Notify first ranked team and interviewees
- **September 15-22, 2020:** Negotiate contract
- **October 5, 2020:** City Council meeting
- **October 6, 2020:** Contract execution / notice to proceed

Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation to those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor. The City of Moore shall provide the contractor direction as to the applicable Federal regulations, policies, and procedures that apply to the contract, and any new directives or changes to existing directives as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

Assignability

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the contractors from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

Access to Records

The Contractor agrees that the U.S. Department of Housing and Urban Development ("HUD"), the Inspectors General, the Comptroller General of the United States, the City Moore, or any of their authorized representatives, have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents. Reference: (2 CFR 200.336)

Record Retention Requirements

The Contractor agrees financial records, supporting documents, statistical records, and all other Contractor records pertinent to the HUD CDBG-DR award shall be retained for a period of three years from the date of submission of the final expenditure report. HUD and the City may not impose

any other record retention requirements upon the Contractor. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the Contractor is notified in writing by HUD, the cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or City of Moore to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition.

(d) When records are transferred to or maintained by the HUD or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

Remedies for Noncompliance

If a Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, HUD or the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific Conditions. If HUD or the City of Moore determines that noncompliance cannot be remedied by imposing additional conditions, HUD or the City of Moore may take one or more of the following actions, as appropriate in the circumstances:

(a) Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action by HUD or City of Moore.

(b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.

(c) Wholly or partly suspend or terminate the Federal award.

(d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and HUD regulations, or in the case of a City of Moore, recommend such a proceeding be initiated by HUD.

(e) Withhold further Federal awards for the project or program.

(f) Take other remedies that may be legally available.

Reference: (2 CFR 200.338)

Breaches and Dispute Resolution

(a) Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City's Department of Capital Planning and Resiliency. This decision shall be final and conclusive unless within [ten (10)] calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

(b) Performance During Dispute - Unless otherwise directed by to the City of Moore Department of Capital Planning and Resiliency, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

(c) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

(d) Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this Contract

or its breach will be decided by arbitration in the City of Moore Department of Capital Planning and Resiliency if the parties mutually agree, or in a court of competent jurisdiction in Cleveland County, Oklahoma.

- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of Moore or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing. Reference: 49 CFR Part 18

Termination

- (a) The Contract may be terminated in whole or in part as follows:

(1) By the City of Moore, if a Contractor fails to comply with the terms and conditions of a Federal award;

(2) Either party may terminate without cause after ten (10) days written notice to the other party of the intention to terminate this Agreement, or at any time by mutual agreement of the parties. In the event of termination, Contractor shall be paid for the work performed up to the date of termination The City shall be entitled to all contractor work up to the date of termination; (3) By the City of Moore with the consent of the Contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or

(4) By the Contractor upon sending the City of Moore or HUD written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if HUD or City of Moore determines in the case of partial termination that the reduced or modified portion of the Contract will not accomplish the purposes for which the Federal award was made, HUD or City of Moore may terminate the Contract in its entirety.

(b) When a Federal award is terminated or partially terminated, the City of Moore and the Contractor remain responsible for compliance with the requirements in 2 CFR 200.343 Closeout and 2 CFR 200.344 Post-closeout adjustments and continuing responsibilities. References: (2 CFR 200.339; 78 FR 78608, Dec. 26, 2013, as amended at 80 FR 43309, July 22, 2015)

Equal Opportunity

The following equal employment opportunity requirements apply to the Contract:

- a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.
- b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

- c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements HUD may issue.

References: Executive Order 11246 September 24, 1965 as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations 41 CFR chapter 60

Civil Rights

- 1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements HUD may issue.
- 2) The Contractor agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 3) The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

References: 29 U.S.C. § 623, 42 U.S.C. § 2000, 42 U.S.C. § 6102, 42 U.S.C. § 12112, 42 U.S.C. § 12132, 49 U.S.C. § 5332, 29 CFR Part 1630, 41 CFR Parts 60 et seq.

Conflict of Interest

Any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City of Moore, or of any of the City's subsidiaries, who exercises or have exercised any functions or responsibilities with respect to CDBG activities assisted, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year after such decision making responsibilities have ended. Reference: 2 CFR 200.112

Copyrights

HUD and the City of Moore reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: The copyright in any work developed under the Contract, and to any rights of copyright to which a Contractor or Sub-contractor purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with

respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the City of Moore.

References: (31 U.S.C. 1352 as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65; 49 CFR Part 19, 49 CFR Part 20)

Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

Reference: Executive Orders 12549 and 12689; 2 CFR 180.220; 2 CFR 200 Appendix II

Environmental Requirements

Clean Air

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 etseq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification and the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal Assurances provided by HUD.

References: 42 U.S.C. 7401 et seq., 40 CFR 15.61, 49 CFR Part 18 (over \$100,000)

Clean Water

1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the City of Moore Department of Capital Planning and Resiliency and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notifications the appropriate EPA Regional Office.

2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with HUD.

References: 33 U.S.C. 1251 (over \$100,000)

Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

References: 42 U.S.C. 6321 et. Seq., 49 CFR Part 18

Recycled Products

The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

References: 42 U.S.C. 6962, 40 CFR Part 247, Executive Order 12873 (More than \$10,000)

Environmental Conditions Discovered During Construction

- 1) The Contractor agrees to cease work and immediately notify the City should a previously unknown environmental condition be discovered in the course of construction;
- 2) The Contractor understands that the discovery of an environmental condition requires the City to revise the Environmental Review Record (ERR) and that work on the portion of the project designated by the City must cease until the ERR is revised.
- 3) The City will issue a new Notice to Proceed once the Environmental Review has been updated or the environmental condition has been cleared

References: 24 CFR Part 58.47

Patent rights

- 1.) The contractor agrees to execute or to have executed and promptly deliver to the City all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the City when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- 2.) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- 3.) The contractor will notify the City of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition

proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

4.) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the agency). The government has certain rights in the invention."

Subcontracts:

5.) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a small business firm or domestic nonprofit organization. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

6.) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

7.) In the case of subcontracts, at any tier, when the prime award with the City was a contract (but not a grant or cooperative agreement), the City, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the City with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The contractor, if subcontractors are to be let, must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

NON-COLLUSION AFFIDAVIT OF VENDOR

The following affidavit **MUST** accompany your response to this proposal.

COUNTY OF _____) SS.
STATE OF _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury, That I am lawfully qualified and acting officer and/or agent of _____
(Firm's Name)

and that:

1. That the affiant has not been party to any collusion among proponents in restraint of freedom of competition by agreement to propose at a fixed price or to refrain from making a proposal; or with any official of the state or political subdivision of the State, including The City of Moore, as to quantity, quality, or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussions between proponents and any official of the state, including the City of Moore, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
2. _____, has not pled guilty to or been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption involving sale of real or personal property to any state or any political subdivision of a state.
2. That no person, firm, corporation subsidiary, parent, predecessor or other entity affiliated with or related to _____ has been convicted of a (Firm's Name) felony charge for fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.

(Officer or Agent)

Subscribed and sworn to before me this _____ day of _____, _____.

(SEAL)

My Commission Expires

(Notary Public)

Exhibit D: Byrd Amendment Certification

The undersigned 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	

Exhibit E: Certification Regarding Debarment, Suspension, and Other Responsibility Matters

In accordance with 2 CFR Part 2424 and 24 CFR Parts 5, 6, et al (US Department of Housing and Urban Development: Implementation of OMB Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

- (1) No employee of the Respondent who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification;
- (2) No sub-contractor, partner or other party who will materially participate in the Respondent's delivery of labor or work product under this RFP is currently suspended or debarred under the applicable laws or regulations in effect on the date of certification.
- (3) The undersigned Respondent shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

Signature	
Printed Name	
Position	
Date	

Exhibit F:

Instructions: If the Respondent is a Minority Owned Business (MOB) or Women Owned Business (WOB) or qualifies as a Section 3 business, the Respondent completes Form F.1. If the Respondent intends to utilize a MOB/WOB or Section 3 business in the performance of the proposed contract, the respondent completes Form F.2

F.1: CERTIFICATION AS A MINORITY OWNED, WOMEN OWNED OR SECTION 3 BUSINESS

I, _____ certify that _____ is a Minority Owned, Women Owned or Section 3 Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

F.2: STATEMENT OF INTENT OF MOB/WOB/SECTION 3 UTILIZATION

I, _____ certify that _____ will utilize Minority Owned Business (MOB) or Women Owned Business (WOB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the MOB or WOB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____

Description of Work	MOB Amount	WOB Amount	Section 3 Amount	Name of MOB/WOB/Section 3

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	

Exhibit H: Conflict of Interest Certification

In accordance with 24 CFR 85.36(b)(3) the Bidder certifies that no member, officer, or employee of the City or its designees or agents, no member of the governing body of the City of Moore in which the program is situated, and no other public official of the City who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, has any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work to be performed in connection with the program assisted under the Agreement. The Bidder shall incorporate, or cause to be incorporated, in all subcontracts, a provision prohibiting such interest pursuant to the purposes of Section 24 CFR part 85.36 (3).

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.

Bidder Name	
Signature	
Printed Name	
Position	
Date	

Exhibit I:

Instructions: If the Respondent is a certified Historically Underutilized Business (HUB) than the Respondent completes Form I.1. If the Respondent intends to utilize a HUB business in the performance of the proposed contract, the respondent completes Form I.2

I.1: CERTIFICATION AS A HISTORICALLY UNDERUTILIZED BUSINESS

I, _____ certify that _____ is a Historically Underutilized Business.

Business Registered Name	
Business Registered Address 1	
Business Registered Address 2	
State of Registration	
Certificate or Registration Number	
Certifying Agency	

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false.

Signature	
Printed Name	
Position	
Date	

I.2: STATEMENT OF INTENT OF HUB UTILIZATION

I, _____ certify that _____ will utilize Historically Underutilized Business' (HUB) as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay the HUB subcontractor(s), vendor(s), supplier(s), or professional service(s) is \$ _____

Description of Work	HUB Amount	Name of HUB

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. The City reserves the right to withdraw or terminate the proposed contract should the representation of fact be false

Signature	
Printed Name	
Position	
Date	