

I. PROCUREMENT

Regulatory/Statutory Citations: Section 104 of the Act, 2 CFR 200.320

If the City's CDBG-DR funds are used to pay for a product or service in whole or in part, the procurement procedures in this chapter must apply. All procurements, regardless of dollar amount, must be conducted to provide open and free competition. Before entering into any agreements to purchase equipment or materials, or professional services, compliance must be verified with the federal procurement requirements.

A. Policy: General Procurement Standards

Regulatory/Statutory Citations: 2 CFR 200.318-326; 2 CFR 200: Appendix II - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Full and open competition: All procurement transactions should be conducted in a manner that provides full and open competition. Bids must be solicited by mail, e-mail, posting to the *Grants, Programs and Disaster Recovery* page on the City's website, and public notices in large circulation daily newspapers, large regional papers, and/or special trade publications.

Procurement procedures will avoid any provisions that would restrict or eliminate competition. Some of the situations considered to be restrictive of competition include:

- Placing unreasonable requirements on firms in order for them to qualify;
- Requiring unnecessary experience and excessive bonding;
- Specifying a "brand name" product instead of allowing an equal product to be offered; and
- Any arbitrary action in the procurement process.

Procurement procedures are designed to permit the City to:

- Either consolidate or break-out procurements to obtain the best pricing;
- Permit the City to lease rather than purchase when a determination is made that leasing is more cost effective; and
- Prevent the City from making duplicative or unnecessary purchases

1. Preparing a Sealed Bid, Request for Proposals (RFP) or a Request for Qualifications (RFQ).

A Sealed Bid, RFP or RFQ is a written announcement that invites Vendors to compete for the provision of services. It should include:

- The name of the City;
- A brief description of the project including location, purpose, time frame, and present status;
- The entire project scope;
- The time frame for performing the work, including any major milestones or deadlines involved;

- Concise language, containing all the important information needed for the firms to respond in a factual manner;
- A description of any unique problems involved in the project and any previous studies that would be available for bidders' reviews;
- A general description of the scope of the services to be provided by the consultant;
- A demonstration of the consultant's knowledge and experience using details of how they would approach the problem and the alternatives that should be considered;
- The amount budgeted for the proposed scope of service; knowledge of the available budget will help the consultant to fit the proposal to the financial resources available;
- The method of payment to be used;
- Information required of each respondent in order to make the selection, including consultant qualifications, related experience on similar projects, current and projected workloads, capability to meet time and budget requirements, references and the identity of and qualifications of professional personnel to be assigned to the project;
- A list of prior clients should always be requested, including their name, description of the work performed, address, and the name and phone number of a person to contact. A list of their most recent projects should also be required
- The methods and criteria to be used in evaluating the proposals, and the relative weight of each of the criteria;
- The name and telephone number of a local person who can be contacted for further information regarding the RFP; and
- Directions for submitting a response to the RFP. The directions for submitting the RFP should specify the date and time of the submittal deadline and the number of copies required. Since proposals are sometimes hand-delivered, an office address where someone will be available to accept them should be included.
- The following federally required forms must be included in the RFP or RFQ package:

a) **Exhibit C: Non-Collusion Affidavit**

Exhibit C

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)

b) Exhibit D: Byrd Amendment Certification

Exhibit D: Byrd Amendment Certification

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

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.

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.

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	

c) **Exhibit E: Debarment Certification**

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 2 CFR 200 Guidance on Debarment and Suspension; Final Rule) the Respondent certifies, to the best of his or her knowledge and belief, that:

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;

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.

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	

d) Exhibit F Contracting with small, women-owned, and/or minority-owned firms.

The City will take affirmative steps to ensure that Section 3, women-owned, and/or minority-owned firms are given a fair chance to participate in the procurement; including:

- Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises;
- Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises;
- Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually; and
- Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms, and women's business enterprises.

e) Exhibit F-1 Certification as a Minority Owned, Women Owned of Section 3 Business

Exhibit F: 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	

Exhibit F-2 Statement of Intent to Utilize a MOB, WOB, or Section 3 Business

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	

g) Exhibit H: Conflict of Interest Certification

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	

h) Exhibit L: Labor Surplus Area

Regulatory/Statutory Citations: 20 CFR part 654, subpart A; Executive Order 10582, Executive Order 12073

- A Labor Surplus Area (LSA) is a civil jurisdiction that has a civilian average annual unemployment rate during the previous two calendar years of 20% or more above the average annual civilian unemployment rate for all states during the same 24-month reference period.
- The City of Moore qualifies as a civil jurisdiction
- During the period 2013 to 2020 the City has not been designated an LSA by the US Department of Labor. A Federal Register Notice is published each year listing the current LSA's.

2. City Required Forms

a) Exhibit B Insurance Requirements

Insurance Requirements

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
Workers' Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim

	\$2,000,000 General Aggregate
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The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order.

3. Soliciting proposals

- RFPs and RFQs should be advertised at least twice in the local newspaper used for legal notifications. This does not mean that the entire text of the RFP must be included in a legal advertisement, but that the advertisement should briefly announce that the City is requesting proposals and that a copy of the detailed RFP is available at a given website location or upon request.
- Copies of the RFP will be sent to firms that have previously indicated an interest in submitting a proposal.
- Bidders should be given at least four weeks to respond.

4. Procurement Reviews.

- An evaluation committee of three to five people will be established to review the responses to the Sealed Bid or RFP/RFQ (“bid responses”);
- The committee will be provided with a Bid Tabulation form (CDBG-DR 09) (Page 157) completed by the CDBG-A
- Members of the evaluation committee will be familiar with the solicitation and the work to be accomplished through the contract;
- The analysis of lease and purchase alternatives must be undertaken to determine which would be the most economical and practical procurement;
- The evaluation committee should use no more than 45 days between the proposal deadline, evaluation of the proposals, and the final selection of the Vendor;
- The evaluation committee may interview more than one of the firms that submitted bid responses before making a selection in order to demonstrate that adequate competition took place;
- The evaluation committee may interview the finalists separately;
- Standard questions will be asked during the interview to allow comparison of the bid responses. The same questions should be asked of each firm.
- A record of the scoring or evaluation of proposals made under any form of procurement procedure must be maintained, including:
- A record of the basis for contractor selection;

a) CDBG-DR 09: Bid Tabulation Form

RECORDED BY: _____

BID # (INSERT BID NUMBER)

(INSERT PROJECT NAME)

Open: (INSERT DATE OF BID OPENING).

	(CONTRACTOR NAME)	(CONTRACTOR NAME)	(CONTRACTOR NAME)	(CONTRACTOR NAME)
Base Bid	.00	.00	.00	.00
Add Alternate #1	.00	.00	.00	.00
Grand Total	.00	.00	.00	.00
<u>Exhibit C</u> Non-Collusion Affidavit	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit D</u> Certificate Regarding Lobbying	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit E</u> Certification Re: Debarment, Suspension and Other Resp. Matters	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit F</u> MOB/WOB/Section 3 Business (If Applicable)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit G Form A</u> Form 4400	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit G Form B</u> Form 4400	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
<u>Exhibit H</u> Conflict of Interest Certification	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
Bid Bond	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
Proof of Insurance	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)
W-9	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)

Electronic Copy	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)	(INSERT YES OR NO)

- A record of the basis for award (e.g., best value, price, or technical superiority).
- A written justification for lack of competition when competitive bids or offers are not obtained; including:
 - Evidence of outreach and solicitation; and
 - A statement of barriers to free and open competition encountered (e.g., limited pool of contractors)
- After ranking the responses in order of their scores on the evaluation factors, the committee will make their recommendation to the City.
- City staff will check the references of the Vendor or Vendors;
- City staff will check for debarment by the State or Federal government;
- City Staff will complete a Price/Cost analysis for any non-sealed bid procurement;
- City staff will notify the winning bidder and all other bidders of the result.

5. Price/Cost Analysis

Regulatory/Statutory Citations: 2 CFR 200.323, Subpart E-Cost Principles.

In accordance with 2 CFR 200.323, when a procurement will not be by sealed bid, the City staff will:

- Make an independent estimate of the cost of the item or items to be procured before receiving bids or proposals. (CDBG-DR 06)
- The City staff will perform a cost or price analysis in connection with every procurement action in excess of \$50,000, including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation.
- In the event a price/cost analysis fails to meet the requirements of cost reasonableness as defined herein, the City will negotiate with the contractor and when negotiations have been completed, the City will complete or contract for a separate price/cost analysis. This procedure may be repeated until the City is satisfied the requirements have been met.
- In the event a second price/cost analysis fails to resolve the cost reasonableness requirements, the City will engage an independent third party to perform a third price/cost analysis.
- For each contract in which there is no price competition and, in all cases, where cost analysis is performed, the City will negotiate profit as a separate element of the price. To establish a fair and reasonable profit the City will give consideration to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the comparable geographical area for similar work.
- Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in

negotiated prices would be allowable for the City under *2 CFR 200.323: Subpart E-Cost Principles*.

- The City may reference its own cost principles that comply with the Federal cost principles.
- The cost plus a percentage of cost and percentage of construction cost methods of contracting will not be used.

6. Awards

- Awards shall be made to the bidder whose bid or offer is responsive to the solicitation and is most advantageous to the City, with price, quality, and other factors considered.
- The City will enter into contracts only with responsible contractors who possess the ability to perform successfully under the terms and conditions of the proposed procurement.

B. Contract Negotiation and Contracting

1. Contract Negotiation

Regulatory/Statutory Citations: 2 CFR 200.318-326

Negotiation with the selected bidder will include the scope of services, timetable, contract cost, and payment terms;

- If the contract is for construction, the applicable wage rate decision number must be included in the contract.
- The City requires those key individuals who are identified in the firm's proposal be utilized for the specific tasks the individuals were tied to;
- The Contract must include a Period of Performance
- Only identified key individuals are permitted to charge their time and expenses to the job;
- Clerical and support staff whose costs were not specified in the consultant's original proposal will not charge their time and expenses to the job;
- All commitments stated in the contract must be honored unless changes are approved in writing.

2. Contracting

Regulatory/Statutory Citations: Appendix II of 2 CFR 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards; 24 CFR 85.3: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Each contract must include the following requirements

Federal Contract Requirement Checklist

	Project Name: Vendor:
Check Box for each Contract Provision	
	(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold, currently \$150,000).
	(2) Termination for cause and for convenience by the Non-Federal entity including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000).
	(3) Federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR 60. "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
	(4) Construction Contracts in excess of \$2,000 must include a provision for compliance with the Davis Bacon Act as supplemented by Department of Labor regulations.
	(5) Construction Contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations.
	(6) Contract Work Hours and Safety Standards Act: Contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations.
	(7) Rights to Inventions made under a contract or agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under

	Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
	(8) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
	(9) 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.
	(10) Debarment and Suspension. A contract award must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689.
	(11) Byrd Anti-Lobbying Amendment – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification.
	(12) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
	(13) Clause granting HUD and other federal agencies access to records
	(13) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000).
	Does not contain cost plus language as stated in 2 CFR 200.323(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
	Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. 2 CFR 200.321
Signature	Date
Representative Name: City of Moore Attorney’s Office	Title

a) **Exhibit A Template Contract or Agreement**

(1) **Professional Services Template**



CONTRACT

BETWEEN THE CITY OF MOORE, OKLAHOMA AND ----- FOR PROFESSIONAL SERVICES

This Contract is entered into between the City of Moore, Oklahoma. ("the City"), a Oklahoma municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and (INSERT COMPANY NAME) ("---"), a proprietorship, with principal offices at (INSERT COMPANY ADDRESS);

Whereas, the City requires the services of "---" as a consultant to the City in the completion of certain tasks related to (INSERT SUMMARY), as detailed herein;

Whereas, the "---" has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party's contract;

Section 1: Term, Termination, and Expansion

- 1) The term of the contract shall be from (INSERT START DATE) through (INSERT END DATE)
- 2) The term may be extended in increments of one year for up to five years
- 3) 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) By the City of Moore for cause;
 - (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 to the City of Moore 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 the 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, the City of Moore may terminate the Contract in its entirety.
- (c) When a Contract is terminated or partially terminated, both 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)

4) The Contract may be amended as provided for in Section 7

Section 2: General Conditions

Insurance Requirements:

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	

Workers' Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable	
Employer's Liability	\$1,000,000 Each Occurrence
	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore. Certificates of Insurance shall be delivered to the City of Moore prior to the commencement of the agreement. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Section 3: Scope of Services

(INSERT SCOPE OF SERVICES)

Section 4: Payment Schedule, Terms and Conditions

The City agrees to pay the Contractor for services rendered on the following schedule, terms and conditions:

- 1) The parties agree that the labor costs for technical services shall be defined at the following billable rates per hour, to the nearest quarter hour:

Name of Employee or Sub Contractor	Position	Hourly Rate

a) All labor costs shall be supported by documentation of hours expended against the contract to the nearest quarter hour.

2) The parties agree that the expense costs for any site visits, printing expenses, or travel expenses, shall be invoiced and paid by the City as expenses are incurred. All expenses shall be supported by original receipts and shall be subject to the following limitations.

Expense	Limitation	Notes
Per Diem	Federal Per Diem rate for Moore, OK	¾'s of Federal Per Diem for travel day to the site, and travel day from the site. No receipt required
Mileage	Current Federal Mileage Rate	Current Federal Mileage Rate to and from local airport. No receipt required
Lodging	Federal Per Diem rate for Moore, OK	Supported by receipt
Airfare	Round-trip coach at	Supported by receipt

	cost	
Car Rental	Full size or less at cost	Supported by receipt
Taxi/Train/Bus fare	At Cost	Supported by receipt
Gas for Rental Car	At Cost	Supported by receipt
Tolls	At Cost	Supported by receipt
Parking	At Cost	Supported by receipt
Conference Calls	At Cost	Supported by receipt
Incidental Costs: Printing, etc	At Cost	Supported by receipt

- 3) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of labor and expenses incurred by Contractor and its sub-contractors during the previous month.
- 4) Contractor shall submit with each Invoice the Minority, Women Owned, and Section 3 Business Report contained in Appendix A
- 5) The City agrees to make full payment of any properly submitted invoice within thirty days of the invoice date.

Section 5: Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act

Section 6: Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 7: Modification

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 8: Assignment

The Contractor shall not assign or transfer any interest in this Contract without the prior written consent of the City of Moore; 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.

Section 9: Law and Federal Requirements

Law:

This Contract shall at all times be governed, construed and enforced by the laws of the State of Oklahoma. Prior to any litigation, disputes arising from

this Contract shall be subject to arbitration as defined in accordance with the laws of the State of Oklahoma. The venue for any and all arbitration shall be in Cleveland County, Oklahoma;

Inspection of Records:

All Contractor records with respect to any matters covered by this agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the contractors within 30 days after receipt by the contractors. Failure of the Contractor to comply with the above inspection requirements will constitute a violation of this contract and may result in Remedies for Non-Compliance or Termination as provided for in the Contract.

Access to Records:

The Contractor agrees that the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and 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 a Federal award shall be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or the City of Moore in the case of a sub-recipient. Federal awarding agencies and the City of Moore may not impose any other record retention requirements upon 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 the Federal awarding agency, 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 Federal awarding agency or the City of Moore, the 3-year retention requirement is not applicable to the Contractor. Reference: (2 CFR 200.333)

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 of Moore Department of Capital Planning and Resiliency's Administrator or designee. 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 Administrator or designee. 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 Administrator or designee 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, 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 therefor 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 of Moore Department of Capital Planning and Resiliency and the Contractor arising out of or relating to this agreement 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 within the State in which the City of Moore Department of Capital Planning and Resiliency is located.

(e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 Department of Capital Planning and Resiliency, Sub-Recipient or 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 thereunder, except as may be specifically agreed in writing. References: 49 CFR Part 18

Remedies for Noncompliance:

If the Contractor fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the City of Moore may impose additional conditions, as described in 2 CFR 200.207 Specific conditions. If the City of Moore determines that noncompliance cannot be remedied by

imposing additional conditions, 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 the 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 Contract.

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

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

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

Reference: (2 CFR 200.338)

Federal Laws and Regulations:

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 (42 U.S.C.5155), as amended;

- (c) Section 18 of the Small Business Act, as amended (14A U.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 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to "cross-cutting" Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

Changes to Federal Requirements:

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as such Federal regulations, policies, procedures and directives may be amended or

promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

Equal Opportunity:

The following equal employment opportunity requirements apply to the underlying 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

- a) 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.
- b) 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.
- c) 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:

The City of Moore Department of Capital Planning and Resiliency reserves 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, Sub-contractor or a Sub-recipient purchases ownership with grant support. Reference: 24 CFR Subtitle A. 85.34 Copyrights

Lobbying:

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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 Department of Capital Planning and Resiliency. 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)

Section 3:

The City of Moore requires the Contractor and all applicable sub-contractors to follow the City's Section 3 requirements as defined by the [City's Section 3 Plan](#).

Minority Owned, Woman Owned or Section 3 Business Utilization:

The City of Moore requires the Contractor meet or exceeds the Contractors stated proportional use of Minority Owned, Woman Owned or Section 3 Business that the Contractor stated in responding to the Request for Proposals or Request for Qualification. The Contractor understands and

agrees that failure to meet this requirement may result in termination or such other sanctions as may be solely determined by the City.

Section 10: Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

Section 11: Notifications

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:
Jared Jakubowski
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: (INSERT CONTACT ONFORMATION)

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, the twentieth page of twenty pages.

The City of Moore

BY: _____
Steve O Eddy, City Manager

DATE: _____

(INSERT COMPANY)

BY: _____
(INSERT NAME & POSITION)

DATE: _____

**APPENDIX A: MINORITY, WOMEN OWNED OR SECTION 3
BUSINESS REPORTING**

MINORITY, WOMEN OWNED OR SECTION 3 BUSINESS REPORT				
CONTRACTOR				
Invoice Date				
		Total Amount of Invoice		
Name of MOB/WOB/Section 3 Business	MOB Amount	WOB Amount	Section 3 Amount	Percent of Invoice
SIGNATURE				
Printed Name and Position				
Date				

(2) Contractor Template



CONTRACT

BETWEEN THE CITY OF MOORE, OKLAHOMA AND

FOR ON-DEMAND CONSTRUCTION SERVICES

Preamble

This Contract is entered into between the City of Moore, Oklahoma ("the City"), a municipality, with principal offices at 301 N. Broadway, Moore, Oklahoma 73160 and

-(Company Name)-----(Company Type)------(Address of Principal Offices)-----

WHEREAS, the City requires the services of (INSERT COMPANY NAME) ("the Contractor") as an on-demand public works construction contractor to perform construction services as described herein;

WHEREAS, the Contractor has agreed to provide said services, to the extent outlined herein;

NOW THEREFORE, in consideration of the premises and conditions set forth below the party's contract;

Section 1: Term and Termination

- 1) The term of the contract shall be from ~~(--(Month)--(Day)--(Year)--)~~ through ~~(--(Month)--(Day)--(Year)--)~~;
 - 2) The term may be extended in increments of one year for up to five years from the initial Contract date upon the written agreement of the City and the Contractor;
 - 3) 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) By the City of Moore for cause;
 - (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 to the City of Moore 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 the City of Moore or HUD determines in the case of partial termination that the reduced or modified portion of the Federal award or sub-award will not accomplish the purposes for which the Federal award was made, the City of Moore may terminate the Federal award in its entirety.
- (c) 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)

- 4) The Contract may be amended as provided for in Section 8: Modification or Amendment

Section 2: Scope of Services

GENERAL

1) The work will consist of a selected on-demand construction services contractor building various projects or construction tasks though out the City of Moore as task orders are issued by the Assistant City Manager or his designee. These municipal projects including but not limited to: various on-demand construction services such as roadway repairs, rehabilitation, reconstruction or new construction; sidewalk repair, reconstruction or new construction; multi-modal trail repair, reconstruction or new construction; storm water drainage repairs, reconstruction or new construction; traffic signal repair, rehabilitation and reconstruction; emergency construction services that would include snow/ice removal, storm damage debris collection and removal and emergency traffic control; and any other special projects as deemed necessary by the City of Moore or The Moore Public Works Authority (hereinafter referred to as the City of Moore). Some projects will be federally funded by the Department of Housing and Urban Development (HUD) and will adhere to federal regulations. When assigned a construction project or construction task, the contractor or contractors will be required to provide cost estimates on these specific projects and cooperate with the city in meeting these estimates. The Contractor will provide all necessary construction crews with adequate staffing to complete assigned projects.

2) The Contractor shall provide all equipment to complete the assigned construction projects or construction tasks. This equipment shall all be in good operating condition. The contractor shall also provide its own tools, fuel, safety equipment, communications equipment, and manually operated tools, local or mobile field office, and office equipment.

3) All work and materials will comply with the current version of the City of Moore Standard Specification for the Construction of Public Improvements with all amendments and revisions included (hereafter referred to as "standard specifications") and the City of Moore Construction

Standard Details (hereafter referred to as "standard details"). When these standard specifications and standard details do not address certain construction tasks or certain required construction materials, then the Oklahoma Department of Transportation Standard Specifications for Highway Construction will govern

(INSERT SPECIFIC SCOPE OF SERVICES)

Section 3: General Terms and Conditions

Laws and Regulations

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 (42 U.S.C.5155), as amended;
- (c) Section 18 of the Small Business Act, as amended (14A U.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 76154 published December 16, 2013
- (i) The applicable laws of the State of Oklahoma; and
- (j) By the laws and regulations promulgated by the City for the CDBG-DR program.
- (k) In addition to the citations noted, the CDBG-DR allocation is also subject to “cross-cutting” Federal requirements referenced herein and contained in 2 CFR 200 Sub-part F – Appendix

Federal Changes

Contractor shall at all times comply with all applicable Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in this Contract between the City of Moore Department of Capital Planning and Resiliency and the Contractor, as

such Federal regulations, policies, procedures and directives may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract. Reference: (49 CFR Part 18)

Compliance with the Copeland "Anti-Kickback" Act

1.) Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both.

1.) In General.—The Secretary of Labor shall prescribe reasonable regulations for contractors and subcontractors engaged in constructing, carrying out, completing, or repairing public buildings, public works, or buildings or works that at least partly are financed by a loan or grant from the Federal Government. The regulations shall include a provision that each contractor and subcontractor each week must furnish a statement on the wages paid each employee during the prior week. References: (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Compliance with the Davis-Bacon Act

1.) The contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

2.) The contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

3.) There may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents. References: (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act.

1.) The Contract Work Hours and Safety Standards Act requires that laborers or mechanics shall be paid wages at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in any workweek. In the event of violation of this provision, the contractor and any subcontractor shall be liable for the unpaid wages and in addition for liquidated damages, computed with respect to each laborer or mechanic employed in violation of the Act in the amount of \$25 for each calendar day in the workweek on which such individual was required or permitted to work in excess of forty hours without payment of required overtime wages. Any contractor or subcontractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the head of the agency of the United States (or the territory of District of Columbia, as appropriate) for which the contract work was performed or for which financial assistance was provided.

2.) *Findings and recommendations of the Agency Head.* The Agency Head has the authority to review the administrative determination of liquidated damages and to issue a final order affirming the determination. It is not necessary to seek the concurrence of the Administrator but the Administrator shall be advised of the action taken. Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, and the amount of the liquidated damages computed for the contract is in excess of \$500, the Agency Head may make recommendations to the Secretary that an appropriate adjustment in liquidated damages

be made or that the contractor or subcontractor be relieved of liability for such liquidated damages. Such findings with respect to liquidated damages shall include findings with respect to any wage underpayments for which the liquidated damages are determined.

3.) The recommendations of the Agency Head for adjustment or relief from liquidated damages under paragraph (a) of this section shall be reviewed by the Administrator or an authorized representative who shall issue an order concurring in the recommendations, partially concurring in the recommendations, or rejecting the recommendations, and the reasons therefor. The order shall be the final decision of the Department of Labor, unless a petition for review is filed pursuant to part 7 of this title, and the Administrative Review Board in its discretion reviews such decision and order; or, with respect to contracts subject to the Service Contract Act, unless petition for review is filed pursuant to part 8 of this title, and the Administrative Review Board in its discretion reviews such decision and order.

4.) Whenever the Agency Head finds that a sum of liquidated damages administratively determined to be due under section 104(a) of the Contract Work Hours and Safety Standards Act for a contract is \$500 or less and the Agency Head finds that the sum of liquidated damages is incorrect or that the contractor or subcontractor violated inadvertently the provisions of the Contract Work Hours and Safety Standards Act notwithstanding the exercise of due care upon the part of the contractor or subcontractor involved, an appropriate adjustment may be made in such liquidated damages or the contractor or subcontractor may be relieved of liability for such liquidated damages without submitting recommendations to this effect or a report to the Department of Labor. This delegation of authority is made under section 105 of the Contract Work Hours and Safety Standards Act and has been found to be necessary and proper in the public interest to prevent undue hardship and to avoid serious impairment of the conduct of Government business. References: (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5)

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, and 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 therefor 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 within the State of Oklahoma.
- (e) Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder 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 thereunder, 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) By the City of Moore for cause;

(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.
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#)

5) The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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

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.

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

Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." 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)

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 et seq. 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 Assistant City Manager and Compliance Specialist 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 Assistant City Manager 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

Section 504 and Americans with Disabilities Act

The Contractor agrees and understands the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973 and requirement that: sidewalks, pedestrian overpasses, underpasses, and ramps constructed with Federal financial assistance must be accessible.

References: 36 CFR Part 1190 Minimum Guidelines and Requirements for Accessible Design

Section 4: Bonds, Insurance & Licenses

Bond Requirements

No surety will be accepted by the City from a Contractor that is now in default or delinquent on any bond or has an interest in any litigation against the City. All bonds shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Council. Each bond shall be executed by the Contractor and the Surety.

The City requires the following bonds:

Maintenance Bond:

A good and sufficient Maintenance Bond shall be required in an amount equal to one hundred (100) percent of the total amount of the contract Work Order, guaranteeing such improvements against defective workmanship and/or materials for a period of one (1) year from and after the time of completion and acceptance by the City of said improvements.

Performance Bond:

A good and sufficient Performance Bond shall be required in an amount equal to one hundred (100) percent of the total contract Work Order amount guaranteeing execution and completion of the work in accordance with the specifications

Statutory Bond:

A good and sufficient Statutory Bond shall be required in an amount equal to one hundred (100) percent of the total contact Work Order amount guaranteeing payment in full for all materials and labor used in the construction of the work.

Insurance Requirements

The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save the City of Moore harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor’s operations and arising from acts or omissions of its employees and shall indemnify, defend, save harmless the City of Moore from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees. In this connection, the Contractor shall carry Insurances in the following amounts:

Commercial Liability	\$1,000,000 Each Occurrence
	\$1,000,000 General Aggregate
Must include coverage for blanket contractual liability for the obligations assumed under contract	
Comprehensive Automobile Liability	\$1,000,000 Combined Single Limit Each Occurrence
Coverage must extend to all owned, non-owned, leased, hired or borrowed vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract	
Workers’ Compensation	Statutory Limits where Services are to be performed
Must include coverage for Longshoremen’s and Harbor Workers’ Compensation, if applicable, and coverage for Federal Employers’ Liability Act, if applicable	
Employer’s Liability	\$1,000,000 Each Occurrence

	\$1,000,000 Disease per Employee
An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits	
Professional Liability (if applicable)	\$1,000,000 Each Claim
	\$2,000,000 General Aggregate

The City of Moore shall be furnished with a certificate of insurance, which shall provide that such insurance shall not be changed or canceled, without ten days prior written notice to the City of Moore.. THE POLICY SHALL LIST THE CITY OF MOORE AS CO-INSURED OR ADDITIONAL INSURED.

Certificates of Insurance shall be delivered to the City of Moore prior to the issuance of any Work Order

License Requirements

The Contractor assumes all responsibility for insuring the Contractor and all sub-contractors maintain all applicable federal, state or local Licenses necessary to perform the work required.

Section 5: Work Orders, Invoices, and Payment

Work Orders

- 1) The Contractor will receive a Work Order from the City which will describe the scope of services specific to the construction project or task;
 - a. The Contractor will submit to the City a complete line item budget based on the Unit Prices in Appendix A;
 - b. The Contractor will submit to the City a schedule for completion;
- 2) The City will determine if the costs and schedule are reasonable and prudent;
- 3) The City will establish the start date for the project and provide the Contractor with a signed and dated Notice to Proceed;
 - a. Any work undertaken prior to receiving a signed and dated Notice to Proceed from the City shall be at the Contractor's complete expense and risk.
- 4) The Work Order number shall be identified and included in all Invoices.

Invoices

The City agrees to pay the Contractor for services rendered on the following schedule, terms and conditions:

- 1) The Contractor agrees that the labor and materials costs for on-demand construction services shall be defined as the Unit Prices contained in [Appendix A](#);
- 2) The Contractor's sub-contractors are contained in [Appendix B](#)
 - a) The Contractor may amend the sub-contractor list in accordance with [Section 8: Modification or Amendment](#)
- 3) The Contractor agrees to meet all of the Federal Labor Standard Provisions contained in [Appendix C](#); and
 - a) To submit Davis Bacon Payrolls weekly to the Compliance Specialist
- 4) The Contractor agrees to meet the Section 3 requirements as provided for in the [City's Section 3 Plan](#); and
 - a) To submit Section 3 reports weekly to the Compliance Specialist
- 5) The Contractor agrees to meet the Minority Owned, Women Owned or Section 3 business reporting requirements contained in [Appendix D](#) at the time of the Invoice;
- 6) The Contractor shall be permitted to invoice the City once each month during the contract period for reimbursement of Unit Costs.
- 7) For an Invoice to be considered "properly submitted":
 - a) The Invoice must be identified by Work Order Number, be complete, accurate, have all required documentation; be signed and dated; and

- b) All Davis-Bacon; Section 3 and Minority Owned, Women Owned or Section 3 business reporting requirements must be current, complete, compliant and signed and dated.

Payments

- 1) The City agrees to make full payment of any "properly submitted" invoice within thirty days of the invoice date.
- 2) Unless otherwise stipulated all payments will be made by electronic funds transfer from the City to the Contractor

Adjustments to Rate Schedule

- 1) The Unit Prices defined in Appendix A may be adjusted once per year on the contract anniversary date.
- 2) The Contractor will propose rate adjustments to compensate for cost increases in materials, fuel, insurance etc.
 - a. These material adjustments must be documented to the full satisfaction of the City of Moore.
- 3) Labor rate adjustments or cost of living increases for labor may not exceed the U.S. Labor Department's U.S. City Average South West Region C.P.I. for the immediately preceding calendar year;
- 4) If the Contractor and the City of Moore cannot agree on the amount of rate adjustments, the Contractor or the City of Moore may elect to terminate the contract as provided for in [Section 3: Termination](#)
- 5) If the parties elect to terminate the Contract, the Contractor shall be bound to complete any projects currently under construction at the current contract rates **or for a term of no longer than 90 days at the discretion of the City of Moore**

Section 6: Proprietary Information

The parties agree that each will hold any proprietary information learned as a result of this Contract in confidence. The parties will not, during or after the term of this Contract, disclose such proprietary information to any other person or entity for any reason whatsoever, unless required by Title 51 O.S. Section 24A.1 et. seq.; also known as the State of Oklahoma Open Records Act.

Section 7: Understanding and Authorization

This Contract shall constitute the entire understanding of the parties and any other understanding or representation of any kind shall not be binding upon either party. Each party represents that they are authorized by their organization to enter into this Contract and to bind their organization to its terms.

Section 8: Modification or Amendment

Any modification of this Contract or additional obligations assumed by either party in connection with this Contract shall be binding only if placed in writing and signed by each party or an authorized representative thereof. Should any portion of this Contract be found to be invalid it shall not be deemed to invalidate the entire Contract.

Section 9: Execution

This Contract may be executed in any number of counterparts, each of which shall be deemed an original, however all of which together shall constitute one and the same instrument.

Section 10: Notifications

All notifications concerning this Contract shall be sent to the following addresses:

To: The City of Moore at:
Jared Jakubowski
Capital Planning and Resiliency
City of Moore
301 N. Broadway
Moore, Oklahoma 73160

To: (Name of Contractor) at:

(Name of Contractor)

(Address)

(City, State, Zip)

IN WITNESS WHEREOF, each party has caused this Contract to be executed on the date indicated below, on this, page 26 of 16 pages.

The City of Moore

BY: _____

Steve O Eddy, City Manager

DATE: _____

(Name of Contractor)

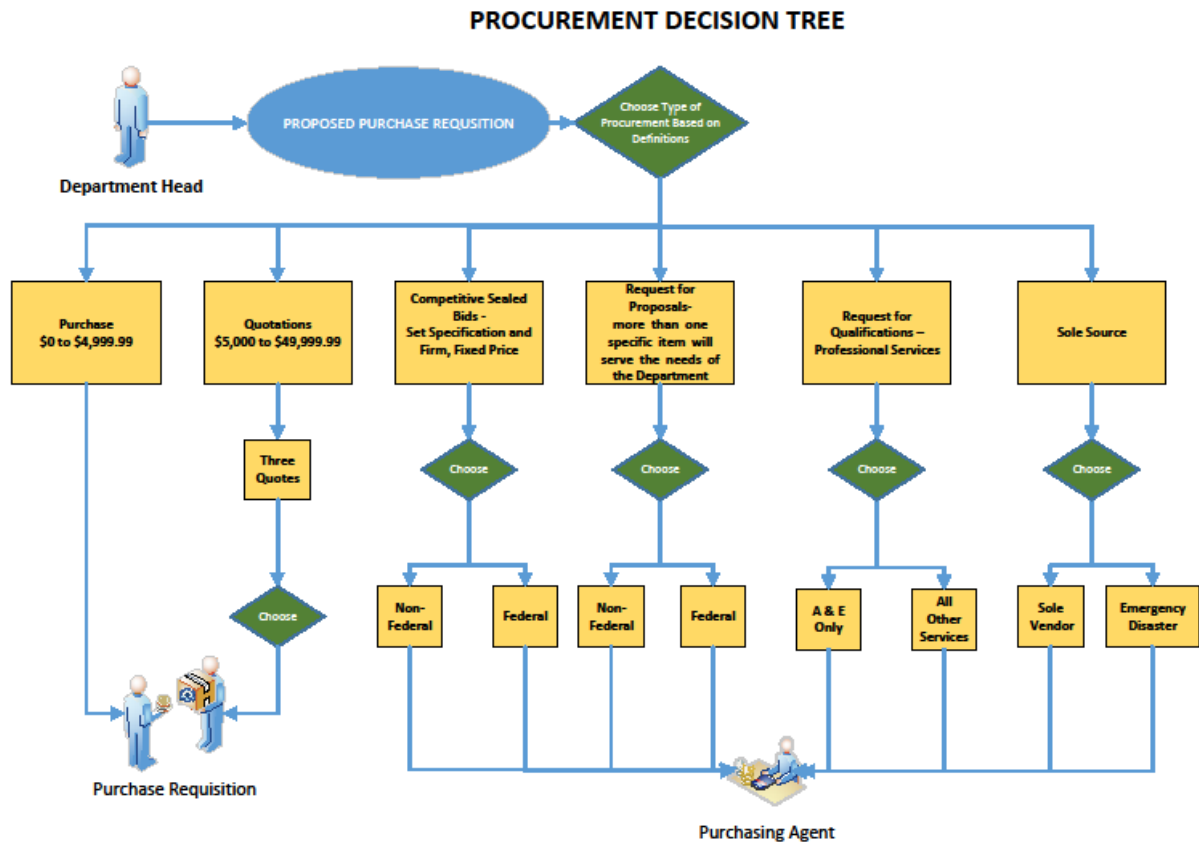
BY: _____

(Printed Name and Position)

DATE _____

C. Methods of Procurement.

1. Procurement Decision Tree.



Any one of the following methods is deemed appropriate based upon need and the nature of the services required.

2. Purchase

For securing services and supplies that do not cost more than \$4,999 in the aggregate.

- A minimum of two qualified sources shall be solicited by phone or e-mail.
- The City shall accept the lowest qualified quotation.

3. Small Purchase

For securing services and supplies that cost between \$5,000 and \$49,999 in the aggregate.

- A minimum of three qualified sources shall be solicited to provide written quotations;
 - If more than three qualified sources are solicited and less than three qualified sources respond, the Department Head will complete a memo to file outlining the qualified

sources solicited, and the qualified sources responses received. The Department Head requesting the quotations must demonstrate that a reasonable effort has been made to assure maximum open and free competition and that the City's procurement procedures did not have the effect of unnecessarily restricting competition

- The City shall accept the lowest qualified quotation.

4. Procurement by Sealed Bid

Bids are publicly solicited and a firm fixed-price contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest price. The sealed bid method is the preferred method for procuring construction services when the following conditions exist:

- A complete, adequate, and realistic specification or purchase description is available;
- Three or more responsible suppliers are willing and able to compete effectively for the business;
- The procurement lends itself to a firm fixed-price contract (a specified price to be paid when the items or services are delivered); and
- Selection of the successful bidder can appropriately be made principally on the basis of price.

5. Procurement by Competitive Proposals

This method of procurement is generally used when conditions are not appropriate for the use of sealed bids.

- The method for soliciting competitive proposals is the publication of a Request for Proposal (RFP) or the publication of a Request for Qualifications (RFQ). A RFQ is the appropriate procurement procedure for retaining professional services.
- The City may elect to utilize an RFQ/RFP procurement, whereby the RFQ portion determines qualification, and the RFP portion determines selection
- When only one response is received from a competitive solicitation:
 - The procurement process will be reviewed to determine whether it was unduly restrictive or tailored to a particular contractor or supplier;
 - The Department Head requesting the procurement must demonstrate that a reasonable effort has been made to assure maximum open and free competition and that its procurement procedures did not have the effect of unnecessarily restricting competition.

6. Procurement by Noncompetitive Proposals

This is procurement through solicitation of a proposal from only one source or, after solicitation of a number of sources, competition is determined to be inadequate. Such procurements will be used only when the award of a contract is unfeasible under small purchase procedures, sealed bids, or competitive proposals, and one of the following circumstances applies:

- The items or services required are only available from a single source;
- After solicitation from a number of sources, competition is determined to be inadequate, and the City Manager authorizes the noncompetitive method; or

- A public emergency exists such that the urgency will not permit a delay beyond the time needed to employ one of the other authorized procurement methods;
 - Single source procurement must be limited to a one-year non-renewable contract.