

CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 • Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

January 08, 2019

TO: Prospective Consultants

You are invited to submit a response for **RFS #19-701 Airfield Rehab Master Service Agreement for Shreveport Regional Airport**. A complete Request for Statement of Qualification package is attached for use in preparing your response.

Please make **single-sided copies** of the Transmittal Letter and Standard Form 330, which is available on the web at: <http://www.qsa.gov/portal/forms/download/21DBF5BF7E860FC185256E13005C6AA6>

In the Transmittal Letter, include the names of all subs and an estimate of the DBE goal to be achieved. Submit these with any other documentation and **return one (1) clearly identified original and eleven (11) copies** (TOTAL OF TWELVE (12) DOCUMENTS) on or before the date/time as shown on page number two (2). It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package. Fees and Reimbursable Expenses are limited based upon the information listed on page number three (3).

This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a response, or to contract for the services. The City reserves the right to accept or reject any or all responses received as a result of this request, to waive informalities, to negotiate with all qualified consultants, or to cancel in part or in its entirety, if it is in the best interest of the City to do so. **The selected consultant will be requested to adhere to the Citys DBE Program requirements.**

Sincerely,

Jeanette Watson
Senior Buyer

Attachment:

A – Return Envelope Format

The new CONTRACT VERIFICATION-DBE FORM 7, as enclosed, must be furnished with the prime contractors signed contract.

The Felony Conviction Statement (Appendix 3) should be submitted with your response.
Revised 12-05-17

Account: CC3825
173668
Proof of Publication Required

Control # 19004
CONTROL NUMBER MUST BE INCLUDED ON INVOICE

City of Shreveport
REQUEST FOR STATEMENT OF QUALIFICATIONS

SEALED QUALIFICATION STATEMENTS, addressed to the Purchasing Agent for the City of Shreveport must be received in the Purchasing Division, Government Plaza, Suite 610, 505 Travis Street, Shreveport, Louisiana 71101, **not later than 3:00 p.m. on February 05, 2019**, for the following project:

**RFS 19-701 Airfield Rehab Master Service Agreement for Shreveport Regional Airport
Non-Mandatory Pre-Proposal Conference 1:00 p.m.**

Wednesday, January 16, 2019
Shreveport Regional Airport
3rd Floor Conference Room
Shreveport, LA

Estimated Professional Services Fee: \$100,000

Solicitation documents are posted on BidSync.com. To view the general RFS information and receive notices by e-mail, you will have to register with BidSync. Registration is free. Only paper responses are allowed for RFS submittals. If you wish to view or download entire RFS packages, you may do so for a fee. Go to BidSync.com for more information on this. Solicitation documents are also posted on the City's website at www.shreveportla.gov/Solicitations. BidSync shall be the official source for solicitation documents.

Paper documents may be obtained from the office of the Purchasing Agent at Government Plaza, Suite 610. Email inquiries should be directed to Jeanette.watson@shreveportla.gov. All inquiries pertaining to this RFS shall reference RFS number as shown above. It shall be the responder's responsibility to make inquiry as to the addenda issued. **The successful firm will be expected to adhere to the DBE Requirements.**

Wendy Wagnon, CPPO
Purchasing Agent

Advertise: 01/08/2019

12-21-18

CITY OF SHREVEPORT
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
ENGINEERING FIRMS

1.0 **PURPOSE**

1.1 The City of Shreveport, acting on behalf of the Shreveport Airport Authority, Shreveport, Louisiana requests written qualifications from interested engineering firms for the Master Services Agreement at the Shreveport Regional Airport.

1.2 It is the Shreveport Airport Authority's intent to use the competitive RFS selection process described herein to select a qualified firm to provide the described services.

2.0 **PROJECT NAME**

2.1 **RFS #19-701 Airfield Rehab Master Service Agreement for Shreveport Regional Airport**

3.0 **ESTIMATED PROFESSIONAL SERVICES FEE: \$100,000**

3.1 **If the lowest responsive construction bid exceeds the Construction Budget, the Designer shall redesign the project for no additional cost to the City.**

3.2 **OTHER FEES**

3.2.1 Only other fees allowed will be: As negotiated for Surveying, Right-of-Way and Environmental, when needed.

3.2.1.1 The City reserves the right to contract for these separately.

4.0 **REIMBURSABLE EXPENSES**

4.1 **These must be approved in writing by the City before their incurrence.**

4.2 The successful consultant will provide a not to exceed itemized Reimbursable Expenses Budget and it will be computed as follows:

4.2.1 Actual Cost X 1.0

5.0 **PRIMARY DISCIPLINE(S) REQUIRED**

5.1 Engineering

6.0 **INTENT OF REQUEST FOR QUALIFICATIONS**

6.1 The Shreveport Airport Authority is soliciting Statement of Qualifications from consultants for airfield development and rehabilitation projects that are anticipated to occur within the next five (5) years at Shreveport Regional Airport.

6.2 Shreveport Regional Airport (SHV; Airport) is classified by the Federal Aviation Administration (FAA) as a Non-hub primary commercial service airport that serves the Shreveport-Bossier Metropolitan area and surrounding urban, suburban and rural communities of Northwest Louisiana, portions of East Texas and Southern Arkansas.

6.3 The Shreveport Airport Authority (SAA; Authority) seeks to engage a Consulting firm (Consultant, team) to assist the airport in implementation of various portions of its Capital Improvement Plan (CIP).

7.0 **INSURANCE REQUIREMENTS**

7.1 The Consulting Firm shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto.

7.2 Such insurance, at a minimum, must include the following coverages and limits of liability.

7.2.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence.

7.2.2 **This policy should be endorsed to name the City as an additional insured.**

7.2.3 It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than

\$2,000,000 Million otherwise the Consulting Firm must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.

- 7.3 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person or \$300,000 each occurrence or a combined single limit of \$300,000 per occurrence.
- 7.3.1 **This policy should be endorsed to name the City as an additional insured.**
- 7.4 Workers Compensation Insurance as required by the laws of the State of Louisiana and Employers Liability Insurance in a minimum amount of \$1,000,000.
- 7.4.1 This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers Compensation Act and Maritime Coverage.
- 7.4.2 The certificate of insurance required herein, must have the following statement shown in the remark section:
 - 7.4.2.1 This policy for workers compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- 7.5 Professional Liability Insurance.
- 7.5.1 For projects with an estimated total cost in excess of \$1 Million the limit of liability shall be in an amount not less than \$1 Million per claim and in the annual aggregate.
- 7.5.2 For projects with a total estimated cost of \$500,000 to \$1 Million the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate.
- 7.5.3 For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
- 7.5.4 Coverage shall be maintained for at least two years following completion of the project.
- 7.6 The Consulting Firm shall promptly notify the City if any claim is asserted against the contractor whenever such a claim would apply to this coverage.
- 7.7 This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client.
- 7.8 The Citys intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance.
- 7.9 All coverage provided for above shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an **A. M. Best rating of B+VII** or better.
- 7.10 This rating requirement is waived on the Workers Compensation coverage only.
- 7.11 The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
 - 7.11.1 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form before any part of the service specified by this Agreement are commenced. The certificate must be issued on a standard certificate of insurance form promulgated by the insurer, the Association for Cooperative Operations and Development (ACORD), the American Association of Insurance Services (AAIS) or the Insurance Services Office (ISO). The said Certificate shall name the **City of Shreveport/Shreveport Airport Authority** as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
 - 7.11.2 The Consulting Firm and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
 - 7.11.3 The payment of any deductible specified by such insurance policies shall be the responsibility of the Consulting Firm and will be paid solely by the Contractor.
 - 7.11.4 If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to

establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment from the City.

- 7.11.5 The City will give the Consulting Firm prompt notice in writing if the institution of any suit or proceeding and permit the Consulting Firm to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so.
- 7.11.6 The Consulting Firm shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract.
- 7.11.7 The Consulting Firm shall furnish immediately to the City copies of all pertinent papers received by the Consulting Firm.
- 7.11.8 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the city by the Consulting Firm.
- 7.11.9 **BEFORE A CONTRACT WITH THE CITY IS SIGNED BY THE MAYOR OR THE PURCHASING AGENT, YOUR INSURANCE AGENT MUST VERIFY THE CORRECT COVERAGE ON YOUR INSURANCE CERTIFICATE.** Revised - 10/17/16

8.0 **DESCRIPTION / BACKGROUND**

8.1 The Shreveport Airport Authority is soliciting Statement of Qualifications from consultants for airfield development projects that are anticipated to occur within the next five (5) years at Shreveport Regional Airport.

8.2 Shreveport Regional Airport (SHV; Airport) is classified by the Federal Aviation Administration (FAA) as a Non-hub primary commercial service airport that serves the Shreveport-Bossier Metropolitan area and surrounding urban, suburban and rural communities of Northwest Louisiana, East Texas and Southern Arkansas.

8.3 The Shreveport Airport Authority (SAA; Authority) seeks to engage a Consulting firm (Consultant, team) to assist the airport in implementation of various portions of its Capital Improvement Plan (CIP).

8.4 Projects under this agreement may include but are not limited to:

- 1) Rehabilitation of Taxiway B-Design and Construction Phase
- 2) Rehabilitation of General Aviation Ramp-Design and Construction Phase
- 3) Airfield Lighting Upgrades-Design and Construction Phase
- 4) Runway Protection Zone-Design and Construction Phase
- 5) Obstruction Mitigation-Design and Construction Phase
- 6) Rehabilitation of Runway 14-32-Design and Construction Phase
- 7) Rehabilitation of Commercial Ramp-Design and Construction Phase
- 8) Airfield Technical Support Services

8.5 These projects have been developed from the Sponsor's Airport Capital Improvement Plan (CIP). The above anticipated projects are dependent upon funding from the Federal Airport Improvement Program (AIP), the Louisiana Department of Transportation (LADOTD) Aviation Division and the City of Shreveport/Shreveport Airport Authority, so it shall be understood that all of the above-listed projects may not be developed under this agreement.

8.6 The agreement(s) between the sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E. The most current version of the Federal Contract Provisions for Architecture/Engineering agreements will be attached to each assessment, design and development agreement.

9.0 **REQUIRED PREREQUISITE EXPERIENCE**

9.1 Respondents must demonstrate a minimum of five (5) years of comprehensive experience in design development and construction of airport project.

10.0 **SCOPE OF WORK**

10.1 The consultant will perform professional services as hereafter stated on projects approved for development:

- 1) Develop preliminary and final design and construction plans and specifications
- 2) Prepare documents to advertise for bids and prepare recommendation of awards
- 3) Perform general engineering supervision and contract administration during construction
- 4) Manage/oversee special services, such as geotechnical/subsurface investigations, environmental and topographic surveying.
- 5) Perform/and or manage full-time on-site observation during construction
- 6) Participate in project closeout procedures, to include records documentations and final reports

10.2 The services may be located within the Air Operations Area(s) (AOA), and, as such, the consultant shall obtain and maintain the necessary security clearance badge and AOA training to allow immediate, unescorted access to the airfield operations areas of Shreveport Regional Airport. The consultant will also require knowledge of AOA procedures in terms of working in restricted areas, runway and taxiway shutdowns and special requirements for construction work in and around the airport.

10.3 The final determination of scope of work for each project is open for negotiation with the selected consultant in an effort to ensure that The Shreveport Airport Authority, the FAA and LADOTD receive the most effective use of all resources and are in full compliance of all FAA, State and City rules, regulations and standards.

10.4 A qualification based selection process conforming to FAA Advisory Circular 150/5100-14E Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects will be utilized to select a consultant. Fee information will not be considered in the selection process and shall not be submitted with

the Statement. Fees will be negotiated for projects as funds become available. The agreement(s) between the Sponsor and the selected consultant will be subject to all applicable Federal Rules and Regulations as identified in AC 150/5100-14E.

11.0 **THE FOLLOWING PROVISIONS ARE SOLICITATION REQUIREMENTS FOR PROFESSIONAL SERVICES FOR FEDERALLY FUNDED OBLIGATED SPONSORS**

General Civil Rights Provisions

49 USC § 47123

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

49 USC § 47123

FAA Order 1400.11

Title VI Solicitation Notice:

The Shreveport Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE

49 CFR part 26

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Shreveport Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

12.0 **THE FOLLOWING PROVISIONS ARE REQUIRED TO BE REFERENCED IN PROFESSIONAL SERVICES SOLICITATIONS FOR FEDERALLY FUNDED OBLIGATED SPONSORS**

DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D)

29 CFR Part 5

DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

TRADE RESTRICTION CERTIFICATION

49 USC § 50104

49 CFR part 30

PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.322

40 CFR part 247

Solid Waste Disposal Act

13.0 **SUBMITTAL INFORMATION**

13.1 **ONE (1) CLEARLY IDENTIFIED ORIGINAL AND ELEVEN (11) COPIES (TOTAL OF TWELVE (12) DOCUMENTS) OF THE QUALIFICATION STATEMENT** and supporting documentation shall be submitted to the Purchasing Agent, City of Shreveport not later than 3:00 p.m. on **the date specified on page two.**

14.0 **PROPOSALS MUST BE DELIVERED TO:**

- 14.1 City of Shreveport
- 14.1.1 Office of The Purchasing Agent
- 14.1.2 Government Plaza-Suite 610
- 14.1.3 505 Travis Street
- 14.1.4 Shreveport, LA 71101-3042

15.0 **DOCUMENTATION OF RESPONSES**

- 15.1 Respondents to this request will be recorded in the presence of one or more witnesses.
- 15.2 Responses to this request must be submitted by using the attached envelope format on your sealed container.
- 15.3 Your firm name and address, RFS number, opening date and time, and RFS title should be shown on the outside of the envelope/container.
- 15.4 The City assumes no responsibility for unmarked envelopes/Containers being considered for an award.
- 15.5 Qualification statements received after the time specified will be recorded and then returned unopened. Questions seeking clarification of an aspect of this RFS may be submitted to Jeanette.watson@shreveportla.gov.

16.0 **SUBMISSION REQUIREMENTS**

- 16.1 To achieve a uniform review process and allow for adequate comparability, responses to this request must be organized in the manner specified below:
 - 16.1.1 Letter of Transmittal--limit to four printed pages.
 - 16.1.2 Firms are to furnish qualifications of primary staff who will be directly involved in providing the proposed services and furnish a summary of similar services provided by the respondent to other clients. Respondents shall list specific projects for which comparable services have been provided and for which federal aid grants were received. In addition, respondents will indicate the specific office location of the principal staff members who will be involved in providing the services. References, preferably airport sponsors, shall also be provided. Also provide:
 - 16.1.3 Email Address.
 - 16.1.3.1 Total number of employees in your firm.
 - 16.1.3.2 Number of employees in the Shreveport office.
 - 16.1.3.3 Percent of design work to be provided by the Shreveport office.
 - 16.1.3.4 Percent of design work to be provided at other locations. List each location separately.
 - 16.1.3.5 Provide a list of airport construction oversight projects (five years minimum).
 - 16.1.3.6 Provide a list of current and projected projects.
 - 16.1.4 Identify your proposals principal strengths.
 - 16.1.5 State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency, including but not limited to the City of Shreveport, within the past five (5) years, because of your performance.
 - 16.1.6 Explain fully if your firm has been involved in any litigation and/or has been disqualified.
 - 16.1.7 ***Include names of all subs and an estimate of the DBE goal to be achieved. (Transmittal Letter ends here).***

- 17.0 Provide Standard Form 330.
- 17.1.1 Discuss ability to furnish sufficient technical services and personnel to ensure expeditious prosecution of the work.
- 17.1.2 Provide firm size and current workloads as related to project magnitude, including the current active client list.
- 17.1.3 Discuss recent experience with similar airport projects.
- 17.1.4 Proposed schedule, including major tasks and target completion dates.
- 17.1.5 Provide proven capability of the firm to meet schedules/deadlines.
- 17.1.6 Provide the qualification of both DBE/Fair Share and other sub consultants you intend to use on this project.
- 17.1.7 Provide local office address
- 17.1.8 Provide a concise and detailed narrative showing the consultants proposed approach to the project. The project approach section should demonstrate thorough understanding of the proposed project and provide an explanation of previous experience with the Federal Aviation Administration funded design and construction projects and Master Plan. Firms should explain any coordination between the prime firm and the proposed sub consultants, and provide any other pertinent information that may assist in the selection process. The consultant should include the tasks or steps that they will undertake to accomplish the work described in the scope of service.
- 18.0 Submit the enclosed **FELONY CONVICTION STATEMENT**.
- 19.0 Other information and materials may be submitted in support of qualifications, etc.
- 20.0 **Provide an electronic copy (CD) of your response in an ATTACHED (NOT A LOOSE CD) pocket file with each copy (11 copies) of your submittal.**

21.0 **SELECTION PROCESS AND METHOD OF AWARD**

- 21.1 The qualification statements will be evaluated in accordance with Section 26-243 of the Code of Ordinances of the City of Shreveport, which governs the City's A/E Selection Committee.
- 21.2 A/E Selection Committee Meeting Notices are now posted on the web in Section 700 under Bids/RFPs.
- 21.3 Instructions are as follows:
- 21.4 Go to web site: www.shreveportla.gov
- 21.5 Click on Business, Bids & RFPs, then on Forms and Listings
- 21.6 Scroll down to Section 700 and click on it.
- 21.7 The City's A/E Selection Committee members will review the qualification statements and letter of interest and may conduct interviews with any or all submitting firms if it finds that such interviews are warranted and will aid in the selection process.
- 21.8 Regular A/E Selection Committee Meetings are public meetings and Interviews are not public meetings.
- 21.9 The Committee will recommend three firms to the Mayor and shall submit the list of firms in order of preference, based on its analysis of the material submitted.
- 21.10 The Mayor has the final selection authority.
- 21.11 Factors to be considered by the A/E Selection Committee include the firms compliance to the Airports DBE Program, location, current workloads in relationship to its capacity, experiences on similar projects, performance on prior contracts with the City, personnel available for the work, a proposed work plan where applicable, and any other factors necessary to make an informed recommendation.
- 21.12 The selection process will likely take approximately 60 to 90 days.

22.0 **PROCESSING OF DATA WARRANTY**

- 22.1 The Architect/Engineer shall warrant fault-free performance and fault-free results in the processing of data and data-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided hereunder individually or in combination, as the case may be from the effective date of the contract.
- 22.2 Also, the Architect/Engineer warrants the current year and beyond calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure.
- 22.3 The City, at its sole option, may require the Engineer, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.
- 22.4 The obligations contained herein apply to products provided by the Architect/Engineer, its substitute in lieu thereof-Architect/Engineer or any third party involved in the creation of the products to be delivered under this contract.
- 22.5 Failure to comply with any of the obligations contained herein may result in the City of Shreveport availing itself of all its rights under the law and under this contract including, but not limited to, its right pertaining to termination or default.
- 22.6 The warranties contained herein are separate and discrete from any other warranties specified in the solicitation document, and are not subject to any disclaimer of warranty or limitation of the Architect/Engineers liability.

23.0 **SUB-CONSULTANT TRACKING**

- 23.1 When the contracts are provided to the City by the successful A/E Firm for appropriate signatures, the Firm shall, on the form provided by the City as enclosed herein, identify the Prime Consultant and Consultants/Sub-Consultants to the second tier and state which of the following categories each fall within:
- 23.2 Those owned 51 percent or more by persons defined as minorities by the Small Business Administration;
- 23.2.1 Those owned 51 percent or more by women;
- 23.2.2 Those owned by disadvantaged persons certified by the Department of Disadvantaged Business Enterprises Office (DBE), as qualified under 49 CFR Part 23;

- 23.2.3 Small businesses as defined by the Small Business Administration;
- 23.2.4 Those which do not fall into any of the above categories.
- 23.2.5 A/E Firm (Prime Consultant) shall provide updated information to the Project Manager and the Purchasing Agent within five days of the time any of the information changes.
- 23.2.6 This information is to be provided for record keeping purposes in accordance with Section 26-218 of the Code of Ordinances of the City of Shreveport and shall not affect the award of any contract, except as stated below.
- 23.2.7 Note: On contracts for which the federal funding sources specify that said information will affect the award of the contract, this language shall be inapplicable. Prime Consultants should verify whether this is the case for each particular project.

24.0 **PAYMENTS DUE THE CITY**

- 24.1 Section 26-211 of the Citys Code of Ordinances requires the following:
 - 24.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.
 - 24.1.2 No contract to which the city is a party shall be awarded to any person who:
 - 24.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
 - 24.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or
 - 24.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.
 - 24.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 24.2 Submittals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

25.0 **UNSATISFACTORY WORK**

- 25.1 The City shall not be obligated to pay for unsatisfactory work.

26.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

- 26.1 By submitting and signing this RFS, Submitter agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and submitter agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Submitter agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by submitter, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.

27.0 **PUBLIC INFORMATION**

- 27.1 The contents of any proposal will not be public information until after the contract award is made.

CITY OF SHREVEPORT

Disadvantaged Business Enterprise Requirements & Forms (Revised 5-31-06) Applies to all Solicitation Documents for federally funded projects let by the City of Shreveport by and through the Shreveport Airport Authority.

1.0 The requirement of 49 CFR Part 26, Regulation of the U. S. Department of Transportation, apply to this contract. It is the policy of the Shreveport Airport Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit statements of qualification. Award of this contract will be considered upon satisfying the requirements of the specifications. These requirements apply to all offerors, including those who qualify as a DBE. **The overall DBE contract goal of 20% has been established for professional services contracted under this Request for Services.** The consultant shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation **in the performance of all work under this contract.**

2.0 DEFINITIONS

2.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs

2.2 **Contractor**-shall mean prime contractor for IFBs, RFPs and RFQs. For RFSs, **Contractor** shall mean Prime Consultant.

2.3 **Offeror**-shall mean a person who submits an RFP.

2.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSs, Subcontractor shall mean Sub consultant.

2.5 **DBE-is** Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects).

2.6 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally-Funded Projects - a group that is defined by the Government as presumptively disadvantaged by provisions of CFR 49). **DBE or SDBE Certification applications may be obtained as follows:**

2.7 Contact the City of Shreveport DBE Compliance office... 318-673-5060

2.7.1 505 Travis Street, Suite 260

2.7.2 Shreveport, LA 71101

2.7.3 Applications may be downloaded at:

2.7.4 <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

3.0 DBE CONTRACT CLAUSES

3.1 The following Disadvantaged Business Enterprise Contract Clauses and Good Faith Effort Requirements are only a small part of the Airports DBE Program.

3.1.1 ANY DEVIATIONS FROM THE DBE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.2 PLEASE CALL THE AIRPORT DBE LIAISON OFFICER AT (318) 673-5370 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.

3.2 Prompt Payment Clause

3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.

3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) workdays of receipt of payment to the prime contractor from the City.

3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) workdays.

3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.

- 3.3 Affirmative Action Clause
- 3.3.1 The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime and subcontractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.3 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.3.1 Assurance of utilization of S/DBE and DBE subcontractors is given thru the Letter of Intent. This letter must be provided by the apparent low bidder.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractors failure to make timely payment to the subcontractor.
- 3.6 S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.6.1 PURPOSE OF THE PROGRAM
- 3.6.1.1 The Shreveport Airport Authority has established a DBE Program in accordance with regulations of the U. S. Department of Transportation (DOT), 49 CFR Part 26. It is the policy of the Shreveport Airport Authority to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts.
- 3.6.1.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with S/DBE or DBE subcontractors.
- 3.6.1.3 All efforts must be documented.
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs or DBEs
- 3.8 Bidders are required to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) S/DBE or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC, S/DBE or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/index.aspx?NID=141> Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>
- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- 3.12 Who to contact
- 3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders

must contact:

- 3.12.2 Every S/DBE or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and
- 3.12.3 In addition to the above, a minimum of five (5) other S/DBE or DBE firms.
- 3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.
- 3.13 When to contact
- 3.13.1 The first documented contact with each S/DBE or DBE firm must be at least seven (7) working days before bid opening.
- 3.14 How to contact
- 3.14.1 First contact: Bidders shall contact S/DBE or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.
- 3.14.2 Follow-up: Bidders shall follow up with telephone calls to each S/DBE or DBE firm contacted to determine if a bid will be submitted or if further information is required.
- 3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.
- 3.15 What information must be provided
- 3.15.1 Successful Bidder must provide project information to S/DBE or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractors bids are due.

4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER BID SUBMISSION**

- 4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and the Airport DBE Liaison Officer.
- 4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another S/DBE or DBE for the work to be performed by that subcontractor.
- 4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Shreveport Airport Authority **on DBE FORM 2**.

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

- 5.1 Documents to be submitted by the Successful Bidder
- 5.1.1 The following documents are required of the Successful Bidder and are available on our web site at www.shreveportla.gov, click on Bids/RFPs, then click on Section 40 or by contacting the Purchasing Division:
 - 5.1.1.1 **Compliance Form:** Submit signed DBE **FORM 1**, Compliance Form.
 - 5.1.1.2 **Subcontractor/Sub-Subcontractor Listing/Changes:** Submit DBE **FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also.
 - 5.1.1.3 **Log of contacts with S/DBE or DBE firms:** Submit DBE **FORM 3** showing a completed log of contacts with S/DBE or DBE firms.
 - 5.1.1.4 **Copy of letter or fax sent to S/DBE or DBE firms:** Submit one copy of the letter or fax sent to S/DBE or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.
 - 5.1.1.5 **List of S/DBE or DBE Bids Received/Rejected:** Submit DBE **FORM 4** providing the requested information.
 - 5.1.1.6 **Letter of Intent:** Successful bidder must submit a signed Letter of Intent indicating S/DBE and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each S/DBE or DBE Subcontractor or Sub-subcontractor.
 - 5.1.1.7 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.
 - 5.1.1.8 The Purchasing Agent and/or the DBE Compliance Manager and/or the Shreveport Airport Authoritys DBE

Liaison Officer shall have the right to seek clarification or additional documentation to assure good faith effort compliance.

5.2 Documents to be submitted after contract award.

5.2.1 Monthly Subcontractor Payment Utilization Report: All subcontractors (including S/DBE or DBE firms) and second tier subcontractors shall be reported on the DBE **FORM 6** as well as contract amounts and payments.

5.3 Optional Good Faith Efforts

5.4 Contractors should consider efforts such as:

5.4.1 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?

5.4.2 Did the contractor provide written notice to a reasonable number of specific S/DBEs or DBEs that interest in the contract was being solicited, in sufficient time to allow the S/DBEs or DBEs to participate effectively?

5.4.3 Did the contractor follow up initial solicitations of interest by contacting S/DBEs or DBEs to determine certainty whether the S/DBEs or DBEs were interested?

5.4.4 Did the contractor select portions of the work to be performed by S/DBEs or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?

5.4.5 Did the contractor provide interested S/DBEs or DBEs with adequate information about the plans, specifications and requirements of the contract?

5.4.6 Did the contractor negotiate in good faith with interested S/DBEs or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?

5.4.7 Did the contractor make efforts to assist interested S/DBEs or DBEs in obtaining bonding, lines of credit or insurance required by the recipient or contractor?

5.4.8 Did the contractor effectively utilize the services of available community organizations; contractors groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of S/DBEs or DBEs?

Major changes for 3-28-06 included changing **SUB/SUB OF SUB-CONTRACTOR DATA SHEET / CHANGE ORDER TRACKING (NEW DBE FORM 2-TAKES THE PLACE OF OLD FORMS 2, 3, 7, and 8)**. Also, appropriate wording was changed to accommodate new Form 2.

Major changes for 4-20-06 included changing Form 5 to Form 6 and adding the new Letter of Intent as Form 5. Also, appropriate wording was changed to accommodate these changes and more definitions were added.

COMPLIANCE AGREEMENT (DBE FORM 1-Revised 5-31-06)

By signing this document, the Successful Submitter hereby certifies, understands, and affirms that:

- 1.0 It has not discriminated against any S/DBE or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 Successful firms must submit the Forms **within three working days after opening or its submittal shall be declared non-responsive.**
- 4.0 Failure to provide information may result in a loss of the submitters bid bond.
- 5.0 Additional documentation to verify or clarify good faith efforts must be provided upon request.
- 6.0 DBE FORM 5, the monthly Subcontractor Utilization Report, shall be provided after contract award.
- 7.0 Replacement of a subcontractor before contract award or during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and the Shreveport Airport Authority DBE Liaison Officer; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. See **SUB/SUB OF SUB -CONTRACTOR DATA SHEET / CHANGE ORDER TRACKING DBE FORM 2.**
- 8.0 Consideration was given to waiving bonding requirements for S/DBE or DBE subcontractors.

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____

CITY OF SHREVEPORT

SUB/SUB OF SUB -CONTRACTOR DATA SHEET / CHANGE ORDER TRACKING (NEW DBE FORM 2-TAKES THE PLACE OF OLD FORMS 2, 3, 7, and 8-Revised 5-31-06)

1. RFS#: 19-701 2. Project Name Airfield Rehab Master Service Agreement for Shreveport Regional Airport

3. Contract/Change Order No. _____(Circle 1)

4. Prime Contractor _____ Fed Tax ID Number _____ 5. Prime Contractor Amount _____

6 ADD/DELETE/ CHANGE AMOUNT Circle One	7 Please List all Sub/Sub of Sub Contracts Sub/Sub of Sub-Contractor Information: Fed. ID Number, Company Name, Address, Phone, Fax Number, State Class, State License No.	8 Status - Circle all that apply AEC, *DBE, *FSC, LBE, *MBE, SBE, WBE	9 <input type="checkbox"/> Check if Sub of Sub and Insert Name of Sub Contractor	10 Type of Work	11 Original Sub or Sub of Sub contract Amount (\$)	12 Changes to The Sub or Sub of Sub contract Amount (\$+ or -)	13 Total Sub or Sub of Sub Contract Amount (\$= Column #10, + or-changes on column #11).
Add / Delete / Change Sub \$		AEC, DBE, FSC, LBE, MBE, SBE, WBE					
Add / Delete / Change Sub \$		AEC, DBE, FSC, LBE, MBE, SBE, WBE					
Add / Delete / Change Sub \$		AEC, DBE, FSC, LBE, MBE, SBE, WBE					
Add / Delete / Change Sub \$		AEC, DBE, FSC, LBE, MBE, SBE, WBE					

***CHANGES TO CONTRACT: Replacement, substitution or addition of DBE firms must be handled in conformance with the contract documents. When a sub or sub of sub is added or replaced please indicate this change by circling add or delete in column #6. It is hereby certified that the listed firms have been utilized by our company in the amounts represented above and that the information contained herein is complete and accurate.**

Prime Contractors Signature _____ Date: _____

City of Shreveport use only: Contract #: _____ Initial DBE Participation Achieved: _____ % DBE Participation Achieved after any change _____ %

DBE Liaison Officer Signature: _____ Phone: _____ Date: _____

DBE Compliance Officer: Approved by: _____ Date: _____

Sub/Sub of Sub-Contractor data entered by: _____ Date: _____

Routing Order of Form: (1) Purchasing (2) Airport DBE Liaison Officer (4) DBE Compliance Officer (5) Return to Purchasing

**INSTRUCTIONS FOR COMPLETING DBE FORM 2-THE SUB/SUB OF SUB -CONTRACTOR DATA SHEET
(Use to report information for subcontractors and sub of subcontractors)**

- 1.0 SOLICITATION NUMBER: Circle one and enter the number for this project as assigned by the City Purchasing Division.
- 2.0 PROJECT NAME: Indicate the project name as indicated on the contract documents.
- 3.0 CONTRACT/CHANGE ORDER NUMBER: Circle one and enter correct number.
- 4.0 PRIME CONTRACTOR: Indicate the name of the prime contractor and Federal Tax ID Number.
- 5.0 PRIME CONTRACT AMOUNT: Indicate the total dollar amount of the prime contract.
- 6.0 ADD/DELETE/CHANGE/SUB \$: Circle one.
- 7.0 SUB/SUBCONTRACTOR INFORMATION: List the information on all subcontractors/sub/subcontractors having performed work or paid on this project during the reporting period.
 - 7.1 SAMPLE ENTRY
 - 7.1.1 Donalds Landscaping -FID 777711111
 - 7.1.2 1234 Texas, Shreveport, LA 71101
 - 7.1.3 (O) 673-5555 (F) 673-4444
 - 7.1.4 Landscaping 555555
- 8.0 STATUS: Indicate the appropriate status of each contractor listed in item 7.
 - 8.1 Example: DBE. Note: Designations should be consistent with how firms are certified by the City and/or LAUCP at the time of contract award. *
- 9.0 SUB OF SUB: Check if sub of sub and show name of sub.
- 10.0 TYPE OF WORK: Briefly describe work.
 - 10.1 Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish and install catch basins, etc.
- 11.0 ORIGINAL SUB OR SUB OF SUB CONTRACT AMOUNT: Insert correct dollar amount.
- 12.0 CHANGES TO CONTRACT AMOUNT: Insert correct amount.
- 13.0 TOTAL SUB OR SUB OF SUB CONTRACT AMOUNT: Column 11 + or – Column 12.

*Note: Federal Regulations require that a contractor, subcontractor, sub-subcontractor, consultant or supplier must be certified at the time the contract is awarded in order to be counted toward the DBE goal.

S/DBE or DBE CONTACT LOG (DBE FORM 3-Revised 5-31-06)

Submitters Name: _____

RFS Number: **RFS 19-701 Airfield Rehab Master Service Agreement for Shreveport Regional Airport**

Submitters should record their contacts with potential S/DBE or DBE subcontractors through use of this log. Additional forms may be copied if needed.

Name of Subcontractor	Date of FAX/ Letter	Phone Contact				Able to Make Contact		Submitting Quote		Quote Received		Notes
		Date of Call	Time of Call	Name of Person Placing Call	Name of Person Receiving Call	Yes	No	Yes	No	Yes	No	

LIST OF S/DBE of DBE BIDS RECEIVED/REJECTED (DBE FORM 4-Revised 5-31-06)

Please list below all bids received from S/DBE or DBE firms which were rejected and provide requested information.

Quotes were received from the following S/DBE or DBE firms:

Firm Name	Type of Work	Bid Amount	Bid to Be Used		Reason for Rejection
			Yes	No	



RFS # 19-701

PROJECT# _____ DBE FORM # 5-Revised 5-31-06

Disadvantaged Business Enterprise Compliance Management

Airport Federally Funded Projects

LETTER OF INTENT TO PERFORM AS A PRIME CONTRACTOR AND UTILIZE A SUBCONTRACTOR/SUBCONSULTANT

[NOTE: Pursuant to the Shreveport Airport Authority's Disadvantaged Business Enterprise Program, DBE firms participating in the Program must have current certification status with the City of Shreveport prior to award of a contract where they are counted towards subcontracting participation. If the City of Shreveport determines that a firm is not an eligible DBE firm for City of Shreveport subcontracts, that firm is advised to immediately submit a completed certification application to the City's DBE Compliance Manager, P.O. Box 31109, Shreveport, LA 71101 (firms domiciled within Louisiana), or the State of Louisiana, Department of Transportation and Development, LAUCP Section, P.O. Box 94245, Baton Rouge, LA 70804-9245 (Out-of-State Applicants) for consideration on subsequent projects.

1. Name of Project **RFS 19-701 - Airfield Development & Rehab Master Service Agreement for Shreveport Downtown Airport** _____
2. Name of offeror/prime contractor _____
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify supply, install or perform particular services):

_____ at the price of \$ _____

(Name of DBE) (Date)

Circle one (Owner/Authorized Agent of DBE firm) Type or Print Name (Signature of Owner or Authorized Agent of DBE Firm)

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I, _____ am the duly authorized representative of
(Circle one-Owner/Authorized Agent)

_____ and that I have personally reviewed the material and
Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the Shreveport Airport Authority's DBE Program, intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE in any City of Shreveport contract let by the Shreveport Airport Authority may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name (Name of Prime Contractor company/firm -Print or Type)

(Signature of Owner or Authorized Agent) (Date)

(Phone Number) (Fax Number)

MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT (DBE FORM 6-Revised 5-31-06)

1. Contract No. _____ 2. Progress Report No. _____ 3. Prime Contractor _____
 4. Prime Contract Amount _____ 5. Report Dates (Beginning & Ending) _____ 6. Project Name **RFS 19-701 Airfield Rehab Master Service Agreement for Shreveport Regional Airport**

SECOND TIER PAYMENTS TO SUBCONTRACTORS MUST BE INCLUDED ON THIS REPORT.

7 All Sub-Contractor Names (List All Sub-Contracts)	8 Status S/DBE or DBE*	9 <input type="checkbox"/> Check if Second Tier Sub	10 Nature of the Work	11 Original Sub-contract Amount (Z)	12 Changes to The Sub-Contract Amount (Z)	13 Total Sub-Contract Amount (Z)	14 Mid-Month Payment Amount/ Date Made to Subcontractor (Z)	15 Actual Progress Payment Amount/ Date Made to Sub-contractor (Z)	16 Total (all) Mid-month & Progress Payment Amounts for Month (Z)	17 Total Retainage Held, if Any (Z)

*CHANGES TO CONTRACT: Replacement, substitution or addition of S/DBE or DBE firms must be handled in conformance with the contract documents.
 Please Note: Instructions for completing this report are on the reverse side.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Authorized Signature of Contractor Representative _____ Date _____

Instructions: Submit with request for Progress Payment to Airport DBE Liaison Officer at 5103 Hollywood Ave. Suite 300, Shreveport, LA 71109 and send a copy to: DBE Compliance Manage, P. O. Box 31109, Shreveport, LA 71130.

INSTRUCTIONS FOR COMPLETING DBE FORM 6- MONTHLY SUBCONTRACTOR PAYMENT AND UTILIZATION

- 1.0 CONTRACT NUMBER: Enter the contract number for this project as assigned by the City Purchasing Division.
- 1.1 PROGRESS REPORT NO: Enter Report number 1 for the first report submitted and subsequent numbers for reports submitted thereafter.
- 1.2 PRIME CONTRACTOR: Indicate the name of the prime contractor.
- 1.3 PRIME CONTRACT AMOUNT: Indicate the total dollar amount of the prime contract.
- 1.4 REPORT DATES: Indicate the beginning and ending dates corresponding to the progress payment period or use calendar month.
- 1.5 Example: 1/1/98 thru 1/31/98. Reports should be sequential and not overlap.
- 1.6 PROJECT NAME: Indicate the project name as indicated on the contract documents.
- 1.7 SUBCONTRACTOR NAME: List the names of all subcontractors having performed work or paid on this project during the reporting period.
- 1.8 STATUS: Indicate the appropriate S/DBE or DBE status of each contractor listed in item 7.
- 1.9 Example: S/DBE or DBE. Note: Designations should be consistent with how firms were certified by LAUCP or the City of Shreveport at the time of contract award.
- 1.10 Only one designation may be used for credit and will be applied accordingly. Leave blank for non-certified firms.
- 1.11 LIST SECOND TIER SUBCONTRACTORS.
- 1.12 NATURE OF WORK: Briefly describe subcontractors work.
- 1.13 Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish and install catch basins, etc.
- 1.14 ORIGINAL CONTRACT AMOUNT: Indicate the dollar amount for each subcontract at time of award.
- 1.15 CHANGES TO CONTRACT: Indicate the cumulative dollar value of any changes to subcontracts.
- 1.16 Additions to the contract should be shown using a plus sign in front of the amount and reductions in contract amounts using the minus sign.
- 1.17 Examples: additions +\$3,050.50, reductions -\$3,050.50. Also please explain any changes in space provided below for comments.
- 1.18 TOTAL SUBCONTRACTOR AMOUNT: This amount should be the total dollar value (current contract amount) plus or minus changes indicated in column 11.
- 1.19 MID-MONTH PAYMENT AMOUNT AND DATE MADE TO SUB: Enter the date and amount of any mid-month payment made to the subcontractor.
- 1.20 ACTUAL PROGRESS PAYMENT AMOUNT AND DATE MADE TO SUBCONTRACTOR: Enter the date and amount the month end actual progress payment was made to the subcontractor.
- 1.21 TOTAL PAYMENT AMOUNT TO DATE: This amount should represent the amount of both mid-month and month-end amounts paid to the subcontractor. This amount should correspond to the amount the prime is requesting for work performed by the subcontractor for the same reporting period.
- 1.22 RETAINAGE HELD, IF ANY: If the prime is holding retainage, enter the total amount of the retainage held for the reporting period.
- 1.23 COMMENTS (Include why any payment amounts made to the subcontractor are less than that requested by the subcontractor.)

APPENDIX 1

RFS # 19-701

City of Shreveport

PROJECT Airfield Rehab Master Service Agreement for Shreveport Regional Airport

CONTRACT VERIFICATION-DBE FORM 7

To be used for Architecture/Engineering, Construction & Service Contracts. This document must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor. **The Notice to Proceed will not be issued until this form is received by the Project Manager for the City.** Project Manager sends copy to the Fair Share Office and Purchasing Division.

Is there a possibility other subs will be reported at a later date? Yes/No (circle one). Revised 6-2-10.

By signing this document, the contractor hereby certifies, understands, and affirms that he/she has signed a contract (includes signed proposal, signed purchase order, or written contract) with the following subcontractors:

LIST ALL SUBCONTRACTORS WITH SIGNED CONTRACTS	*ALREADY LISTED ON FORM 2 (YES OR NO)	REPLACES THIS SUB THAT WAS LISTED ON FORM 2	SIGNED CONTRACT AMOUNT \$

***If answer is no list sub they replaced in the next column and attached a revised Form 2.**

The City reserves the right to require the contractor to produce or provide copies of any/all contracts listed. Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a **DBE** or **FSC** in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

_____ **Circle One (Owner/ Authorized Agent) Type or Print Name**

_____ **(Name of Prime Contractor company/firm –Print or Type)**

_____ **(Signature of Owner or Authorized Agent)**

_____ **(Physical Address)**

_____ **(Phone Number)**

_____ **(Date)**

_____ **(E-Mail Address)**

_____ **(Fax Number)**



AFFIDAVIT

**ATTESTING THAT ENTITY OR PERSON
DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND
DOES NOT OWE OUTSTANDING DEBT TO CITY**

**** This affidavit is submitted to document compliance with Shreveport City Code 26-211. ****

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

_____ authorized representative of:

_____ with a Federal Tax Identification Number (EIN) of:

_____ and with a current email address of:

_____ who does hereby state as follows, to-wit:

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
- 2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
- 3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
- 4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
- 5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____

Printed Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of _____, 20____.

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail **original** affidavit *via* U.S. mail to:

or

Deliver *via* other carrier or hand-delivery to:

Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

APPENDIX 3

City of Shreveport
FELONY CONVICTION STATEMENT

This document should be furnished with your proposal. Failure to submit at the specified time may result in the proposal being declared as non-responsive.

RFS Number: __19-701__

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a responder on the above project, does hereby attest that:

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- | | |
|---------------------------------------|-----------------------------------|
| 1.1 Public bribery (R.S. 14:118) | 1.2 Extortion (R.S. 14:66) |
| 1.3 Corrupt influencing (R.S. 14:120) | 1.4 Money laundering (R.S. 14:23) |

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

- | | |
|---|---|
| 2.1 Theft (R.S. 14:67) | 2.2 Identity Theft (R.S. 14:67.16) |
| 2.3 Theft of a business record (R.S.14:67.20) | 2.4 False accounting (R.S. 14:70) |
| 2.5 Issuing worthless checks (R.S. 14:71) | 2.6 Bank fraud (R.S. 14:71.1) |
| 2.7 Forgery (R.S. 14:72) | 2.8 Contractors; misapplication of payments (R.S. 14:202) |
| 2.9 Malfeasance in office (R.S. 14:134) | |

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____ E-Mail Address: _____

Fax to: 318-673-5408 OR Email to: jeanette.watson@shreveportla.gov (10-23-15)

SHREVEPORT AIRPORT AUTHORITY
 Master Services Agreement Evaluation Form RFS 19-701
Airfield Rehab Master Service Agreement for Shreveport Regional Airport

1 Firms Name	a Capabilit y to Perform Project	b Recent Experience with Comparable Airport Projects	c Firms Reputation for Integrity and Competence	d DBE Participation and Affirmative Action	e, s Key Personnel	f Current Workload	g, l Experience with Similar Non- Airport Projects	i, j Ability to Meet Deadlines and Complete Projects	k Qualifications of Sub- consultants	m, o Team Work Location	n Knowledge of FAA Regulations, Policies and Procedures	p, q Under- standing of Project	SAA Facility Experience	Past Performance on SAA Projects	17 Total
Multiplier	3	3	3	3	2	2	3	3	3	3	2	3	3	3	

Constant Multiplier

1 – Below
 2 – Average
 3 – Above Average Importance

1. Poor
 2. Below Average
 3. Average
 4. Above Average
 5. Excellent

PROFESSIONAL SERVICES AGREEMENT
SHREVEPORT AIRPORT AUTHORITY

This Professional Services Agreement ("Agreement") is made and entered into this _____ day of _____, 20____ by and between:

THE CITY OF SHREVEPORT, LOUISIANA, a municipal corporation of the state of Louisiana, appearing herein through its duly authorized agency, **THE SHREVEPORT AIRPORT AUTHORITY**, represented herein by _____, hereinafter referred to as OWNER.

AND

_____, the _____, herein referred to as _____, except where required to be referred to as Consultant, Engineer or Contractor

WHEREAS, the OWNER proposes the _____ provide _____ services to the Shreveport Airport Authority under the Federal Aviation Administration Airport Improvement Program (FAA/AIP), and

WHEREAS, the _____ is permitted to perform _____ services related to the projects set forth in the solicitation and this Agreement

NOW THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, both parties agree as follows:

ARTICLE 1

_____**SERVICES AND RESPONSIBILITIES**

1.1 **Employment of the** _____ . OWNER intends to employ _____ and _____ agrees to provide professional project management services for the following projects:

a. _____

b. _____

1.2 **Representations.** The OWNER is relying upon the qualifications and expertise of the _____ in entering into this Professional Services Agreement. By execution of this Agreement, _____ represents that it possesses the ability, skill and resources necessary to perform the work related to the Scope of Work, to include all applicable current laws, rules and regulations.

1.3 **Compensation and reimbursement.**

In consideration of the services to be provided by _____ to the OWNER hereunder, the total amount of compensation paid to the _____ for full completion of all services required by this agreement shall not exceed _____. To obtain reimbursement, _____ shall submit to the OWNER, an invoice describing services rendered under this Agreement. The OWNER shall pay to _____ invoiced amounts within ten (10) days after the date of receipt of invoice, provided _____ has submitted all necessary documentation in a timely manner.

1.4 **Independent contractor status.**

The parties agree that this Agreement creates an independent contractor relationship, not an employment relationship. The _____ acknowledges and agrees that the OWNER will not provide the _____ with any employee benefits, including without limitation any employee stock purchase plan, social security, unemployment, medical, or pension payments, and that income tax withholding is _____ responsibility. In addition, the parties acknowledge that neither party has, or shall be deemed to have, the authority to bind the other party.

**ARTICLE II
PERIOD OF SERVICE**

2.1. This Professional Services Agreement shall be effective upon execution by the OWNER and _____, and shall remain in full force and effect for _____ from the Notice to Proceed date for the first task or until all work under this Agreement has been completed or terminated under the provisions of the Termination section.

**ARTICLE III
INSURANCE**

3.1 The _____ shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, shall include the following coverages and limits of liability:

Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. This policy should be endorsed to name the City of Shreveport and OWNER as additional insureds. It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000, otherwise the Firm shall provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.

Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person and/or \$300,000 per accident or a combined single limit of \$300,000 per occurrence. **This policy should be endorsed to name the City of Shreveport and the OWNER as additional insureds.**

Workers Compensation Insurance as required by the laws of the State of Louisiana and Employers Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers Compensation Act and Maritime Coverage. The certificate of insurance required by this section C shall have the following statement shown in the remark section: **This policy for workers compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.**

The _____ is an independent _____ as defined in R.S.23:1021 (6) and as such, it is expressly agreed and understood between the parties hereunto in entering into this contract, that neither the Shreveport Airport Authority or the City of Shreveport shall be liable to _____ for any benefits or coverage as provided by the Workers' Compensation

Law of the State of Louisiana, and further under the provision of R.S. 2:1034, anyone employed by _____ shall not be considered an employee of the Shreveport Airport Authority or the City of Shreveport for purposes of workers' compensation coverage.

Professional Liability Insurance

- a. For projects with an estimated total cost in excess of \$1 Million the limit of liability shall be in an amount not less than \$1 Million per claim and in the annual aggregate.
- b. For projects with a total estimated cost of \$500,000 to \$1 Million the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate.
- c. For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
- d. Coverage shall be maintained for at least two (2) years following completion of the project.

3.2 The _____ shall promptly notify the City of Shreveport if any claim is asserted against the firm whenever such a claim would apply to this coverage. This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client. The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance. All coverage provided for above shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A. M. Best rating of B+VII or better. This rating requirement is waived on the Workers Compensation coverage only.

3.3 The City of Shreveport reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter. Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City of Shreveport as additional insured and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium.

3.4 The _____ and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City of Shreveport, its officers, agents or employees and its insurance companies.

3.5 The City of Shreveport will give the _____ prompt notice in writing of the institution of any suit or proceeding and permit the firm to defend same, and will give all needed information, assistance, and authority to enable the _____ to do so. The _____ shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the contract.

ARTICLE IV RECORDS AND ACCESS TO RECORDS

4.1 The _____ and its sub-contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred relative to this Agreement in accordance with 48 CFR 31 of the Federal Acquisition Regulation and shall make such material available at its respective offices at all reasonable times during the Agreement period. Such records shall be retained until such time as an audit is made by the Department of Transportation and Development or the _____ is released in writing by Department of Transportation and Developments internal auditor, the Federal Aviation Administration, the Inspector General of the United States Department of Transportation, the OWNER, the Comptroller General of the United

States, or the General Accounting Office (GAO) under State and Federal Regulations, effective as of the date of this Agreement, and copies thereof shall be furnished if requested.

**ARTICLE V
INTERESTS AND BENEFITS**

5.1 **Interest of _____**. The _____ covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The _____ further covenants that in the performance of this Contract, no person having any such interest shall be employed.

5.2 **Interest of Members of Authority and Others**. No officer, member or employee of the OWNER and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or caring out of the services to be performed under this Contract, shall participate in any decision relating to the contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in the Contract of the proceeds thereof.

**ARTICLE VI
ASSIGNABILITY**

6.1 The _____ shall not assign any interest in this contract, and shall not transfer any interest in the same without the prior written consent of OWNER thereto: provided, however, that claims for money due or to become due to the _____ from OWNER 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 OWNER.

**ARTICLE VII
GOVERNING LAW AND VENUE**

7.1 This contract shall be governed by the laws of the state of Louisiana. _____ and OWNER further agree that the venue for litigation shall be the First Judicial District Court, Caddo Parish, Louisiana or the United States Federal District Court having jurisdiction therein. The prevailing party in any action brought with respect to this contract shall be entitled to recover from the other party reasonable attorney fees at trial and on appeal.

**ARTICLE VIII
POLITICAL FUNDS**

8.1 None of the funds provided by the OWNER pursuant to this agreement are to be used for any partisan or political activity to further the election or defeat of any candidate for public office or to further the approval or defeat of any referendum.

8.2 In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.

**ARTICLE IX
PARTICIPATION OF SMALL DISADVANTAGED BUSINESS CONCERNS**

9.1 The _____, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The _____ shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the _____ to carry out these requirements is a material breach of this contract which may result in the termination of this contract or such other remedy, as the recipient deems appropriate. It is the policy of the City of Shreveport that all prime and subcontractors and service providers utilize qualifying small disadvantaged business concerns. _____ agrees to meet the Shreveport Airport Authority's DBE goals on all contracts.

9.2 The _____ agrees to pay each subcontractor under this agreement for satisfactory performance of its Agreement no later than ten (10) days from the receipt of each payment the _____ receives from the Shreveport Airport Authority. The _____ agrees further to return retainage payments to each subcontractor within ten

(10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Shreveport Airport Authority. This clause applies to both DBE and non-DBE subcontracts.

ARTICLE X TERMINATION OR SUSPENSION

10.1 The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER, Federal Aviation Administration and Louisiana Department of Transportation and Development and all payments required to be made to the _____ have been made. This Agreement may be terminated under any or all of the following conditions:

- a. by mutual agreement and consent of the parties hereto.
- b. By the OWNER as a consequence of the failure of the _____ to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the _____.
- c. By either party upon failure of the other party to fulfill its obligations as set forth in this Agreement.
- d. By the OWNER due to the departure for whatever reason of any principal member or members of the _____ firm.
- e. By unsatisfactory completion of all services and obligations described herein.
- f. By the OWNER by giving thirty (30) days notice to the _____ in writing and paying fees due for completed work.

10.2 Upon termination, the _____ shall deliver to the OWNER all plans and records of the work compiled to the date of termination and the OWNER shall pay in full for all work accomplished up to the date of termination, including any retained percentage earned to date.

10.3 Should the OWNER desire to suspend the work, but not definitely terminate the Agreement, this may be done by giving thirty (30) days notice to the _____ in writing to this effect. The work may be reinstated and resumed in full force and effect upon receipt from the OWNER of thirty (30) days notice in writing to that effect.

ARTICLE XI

11.1 To the extent applicable by state and federal law the following provisions shall apply to the offeror and the construction projects referenced in the scope of work:

ACCESS TO RECORDS AND REPORTS

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

GENERAL CIVIL RIGHTS PROVISIONS

49 USC § 47123

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS-TITLE VI ASSURANCE Title VI Solicitation Notice

49 USC § 47123 FAA Order 1400.11

The Shreveport Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements Compliance with Nondiscrimination Requirements

49 USC § 47123 FAA Order 1400.11

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISES

49 CFR part26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than ten (**10**) days from the receipt of each payment the prime contractor receives from the City of Shreveport/Shreveport Airport Authority. The prime contractor agrees further to return retainage payments to each subcontractor within ten (**10**) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Shreveport/Shreveport Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

A12.3.3 RACE/GENDER NEUTRAL LANGUAGE

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Shreveport Airport Authority to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

ENERGY CONSERVATION REQUIREMENTS

2 CFR § 200, Appendix II(H)

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 U.S.C. § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The consultant has full responsibility to monitor compliance to the referenced statute or regulation. The consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

**LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
CERTIFICATION REGARDING LOBBYING**

31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment
2 CFR part 200, Appendix II(J)
49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

**EQUAL EMPLOYMENT OPPORTUNITY (E.E.O)
EQUAL OPPORTUNITY CLAUSE**

2 CFR 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. 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. The contractor agrees to post in conspicuous places,

available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

(1) Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

(2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

(3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification)

2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the contractor during the training period and the contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or female sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall

send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally,) the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor

who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY

41 CFR part 60-4 Executive Order 11246

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein. This section refers to the goals for the construction projects under the scope of this contract and is to be monitored by the offeror.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 19.1%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the contractor's construction work (whether or not it is Federal or federally-assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the

Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is Shreveport, Louisiana, Caddo Parish.

DISTRACTED DRIVING TEXTING WHEN DRIVING

Executive Order 13513 DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROHIBITION of SEGREGATED FACILITIES

41 CFR § 60

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its

compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

TRADE RESTRICTION CERTIFICATION

49 USC § 50104
49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list; Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

COPELAND "ANTI-KICKBACK" ACT

2 CFR § 200, Appendix II(D) 29 CFR Parts 3 & 5

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

2 CFR § 200, Appendix II(D) 29 CFR Part 5

1. Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any

account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an

additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall

refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2 Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Aviation Administration, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying or transcription by authorized representatives of the sponsor, the Federal Aviation Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage

determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

2 CFR § 200, Appendix II(E)

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation 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 such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

TERMINATION OF CONTRACT

CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete. Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services. Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach. The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

DEBARMENT AND SUSPENSION

2 CFR part 180 (Subpart C)
2 CFR part 1200
DOT Order 4200.5

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant

BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200, Appendix II(G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration. Contractor must include this requirement in all subcontracts that exceeds \$150,000.

NOTICES

Notices to OWNER as required herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Shreveport Airport Authority
Attn: Director of Airports
5103 Hollywood Avenue, Suite 300

Shreveport, LA 71109

With a copy to:

City of Shreveport
Attn: City Attorney
505 Travis St
Shreveport, LA 71101

Notices to _____ as required herein shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ENTIRE CONTRACT

This Agreement, including **RFS #19-701**, the City's Standard Solicitation Provisions/Instructions to Bidders embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this contract, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

It is understood and agreed that this agreement shall be considered nonexclusive between the parties.

This agreement shall be binding upon OWNER and _____, and their respective successors and assigns.

IN WITNESS WHEREOF, of parties thereto have made and executed this Professional Service Agreement as of the day and year first written above.

WITNESSES:

**CITY OF SHREVEPORT
SHREVEPORT AIRPORT AUTHORITY
Chairman**

Signature

WITNESSES:

Name

Signature

Title

Date

FROM: _____

*License # _____

*State Contractors License or Insert EXEMPTION, IF NOT REQUIRED.

PLEASE RUSH TO:

CITY OF SHREVEPORT
OFFICE OF THE PURCHASING AGENT
505 Travis Street, Suite 610
SHREVEPORT, LOUISIANA 71101-3042

SEALED QUALIFICATIONS FOR:

RFS Number: 19-701

Project Name: Airfield Rehab Master Service Agreement for Shreveport Regional Airport

Opening Date/Time: _____

Attention: Use this format on the outside of your container when responding.
We do not accept faxed responses for formal solicitations. Revised 10-20-11

Attachment A