

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

February 19, 2019

TO: Prospective Consultants

You are invited to submit a response for **RFS #19-704 Program Manager – Capital Improvement Program & Consent Decree**. 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.gsa.gov/portal/getFormFormatPortalData?mediaId=33261>

In the Transmittal Letter include the names of all subs and an estimate of the Fair Share/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). **Provide an electronic copy (CD) of your response in an ATTACHED (NOT A LOOSE CD) pocket file with each copy (12 documents) of your submittal.** 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 City's Fair Share/DBE Program requirements.**

Sincerely,

Jeanette Watson
Senior Buyer

Attachment: Return Envelope Format (one page)

The new CONTRACT VERIFICATION-DBE/FSC FORM 6, 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 # 19030
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 March 19, 2019**, for the following project:

RFS #19-704 Program Manager – Capital Improvement Program & Consent Decree
Estimated Annual Fee: \$10,000,000

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: 2-19-19

12-21-18

CITY OF SHREVEPORT
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
ENGINEERING FIRMS

1.0 **PURPOSE**

- 1.1 The City of Shreveport is seeking the services of interested and qualified firms to perform the required services for the following construction type project.
- 1.2 The City of Shreveport Department of Engineering and Environmental Services are conducting a competitive selection process to obtain these services.
- 1.3 It is the City'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 #19-704 Services for: **Program Manager – Capital Improvement Program & Consent Decree**

3.0 **ESTIMATED ANNUAL FEE: \$10,000,000**

- 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 additional services.
- 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 Program Management

6.0 **INTENT OF REQUEST FOR QUALIFICATIONS**

- 6.1 The Shreveport A/E Selection Committee is seeking qualified individuals or firms to design and prepare appropriate documents for the project listed above, and to represent the interest of the City of Shreveport during the all phases of the program.

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 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.
- 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 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.

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 08/29/16 -Contractors requirements

SCOPE OF WORK

As of May 13, 2014 (effective date) the City of Shreveport entered into a Consent Decree with the Environmental Protection Agency (EPA) and Louisiana Department of Environmental Quality (LDEQ) to address the City's violation of the Clean Water Act. This Consent Decree requires the City to fully characterize and assess the physical condition of the sewer system infrastructure and to repair, replace or rehabilitate the infrastructure as necessary to eliminate Sanitary Sewer Overflows (SSO's) under certain conditions.

The work required on the sanitary sewer system is the largest capital improvement program (CIP) the City has ever undertaken. This CIP includes water system projects that are not required by the consent decree but necessary to keep the system in proper working order.

The primary responsibility for the Program Manager will be to manage of the scope, schedule and budget of the CIP along with providing technical support and other services to ensure compliance with the Consent Decree. The Program Manager will also provide construction management and construction observation (aka inspection) services for the CIP.

Some of the more specific task of the Program Manager include but are not limited to the following:

- Program Development
 - Develop or modify existing policies, systems, procedures and tools for a successful CIP
 - Develop As-Builts and Warranty Inspections programs
 - Develop standards for Project Management and Construction Management which will be assigned to others and managed by the Program Manager
- Management and oversight of the design and construction of the CIP
 - Negotiation of fees with design engineers and other consultants
 - Distribution of projects/work to design engineers
 - Coordination of permitting, land acquisition, etc.
- Program controls and systems
 - GIS/Map based asset tracking
- Public communications, public outreach and construction issue management
 - Develop a consistent and comprehensive citizen notification process
- Administer Project Management software
- Revise, update and maintain as needed specifications & technical standards
 - Guidelines and Standards
 - Standard Specifications
- Additional Services as requested

The selected firm will act as an extension of City staff to facilitate and coordinate all aspects of the CIP. The annual fee is estimated to be \$10,000,000. Subsequent contract supplements can address future years and will depend upon project scope and construction schedule.

The City's A/E Ordinance allows the committee to interview up to five (5) firms. The firms should be prepared if they are called upon for an interview.

The firm selected for the Program Manager will be precluded from design work on any future water or sewer projects advertised while the Program Manager project is in place.

Required Prerequisite Experience

The firm along with its sub consultants should have the following experience:

- Providing Program Management / Staff Augmentation consultant services (as prime consultant) for similar public works civil/infrastructure programs for municipalities of population 200,000 and above.
- Providing technical and constructability reviews of other engineering firm's plans or designs.

- Developing and managing construction efforts that are similar to scale or larger.
- Developing and maintaining a program schedule and control system to track, report, optimize and minimize risks.
- Effective oversight of financial and management items for similar public works civil / infrastructure projects / programs.
- Planning, study, design and construction of rehabilitation and replacement solutions for sanitary sewer systems including trenchless technologies.
- Experience with projects subject to EPA/DOJ Consent Decree schedules and requirements, particularly EPA Region 6.

9.0 **SUBMITTAL INFORMATION**

9.1 **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.**

10.0 **PROPOSALS MUST BE DELIVERED TO:**

- 10.1 City of Shreveport
- 10.1.1 Office of The Purchasing Agent
- 10.1.2 Government Plaza-Suite 610
- 10.1.3 505 Travis Street
- 10.1.4 Shreveport, LA 71101-3042

11.0 **DOCUMENTATION OF RESPONSES**

- 11.1 Responses to this request will be recorded in the presence of one or more witnesses.
- 11.2 Responses to this request must be submitted by using the attached envelope format on your sealed container.
- 11.3 Your firm name and address, RFS number, opening date and time, and RFS title should be shown on the outside of the envelope/container.
- 11.4 The City assumes no responsibility for unmarked envelopes/Containers being considered for an award.
- 11.5 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, fax number 318-673-5408.

12.0 **SUBMISSION REQUIREMENTS**

- 12.1 To achieve a uniform review process and allow for adequate comparability, organize your response to this request in the manner specified below:
 - 12.1.1 Letter of Transmittal--limit to four printed pages.
 - a. State your firms understanding of the work to be done, make positive commitment to perform the work, and provide information on similar work that you have performed.
And provide:
 - b. Email address.
 - c. Total number of employees in your firm.
 - d. Number of employees in the Shreveport office.
 - e. Percent of design work to be provided by the Shreveport office
 - f. Percent of design work to be provided at other locations. List each location separately.
 - g. Provide a list of current and projected projects.
 - h. Identify your proposals principal strengths and state when your computer system will be ready to handle the processing of data during the current year and beyond.
 - i. 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.
 - j. Include names of all subs and an estimate of the Fair Share goal to be achieved.

***** Transmittal Letter ends here. *****

- 13.0 Provide Standard Form 330.
- 14.0 Submit the enclosed **FELONY CONVICTION STATEMENT.**
- 15.0 Other information and materials may be submitted in support of qualifications, etc.

- 16.0 **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.**
- 17.0 **SELECTION PROCESS AND METHOD OF AWARD**
- 17.1 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.
- 17.2 A/E Selection Committee Meeting Notices are now posted on the web in Section 700 under Bids/RFPs.
- 17.3 Instructions are as follows:
- 17.4 Go to web site: www.shreveportla.gov
- 17.5 Click on Business, Bids & RFPs, then on Forms and Listings
- 17.6 Scroll down to Section 700 and click on it.
- 17.7 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.
- 17.8 Regular A/E Selection Committee Meetings are public meetings and Interviews are not public meetings.
- 17.9 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.
- 17.10 The Mayor has the final selection authority.
- 17.11 Factors to be considered by the A/E Selection Committee include the firm's compliance to the Fair Share Ordinance, firm's location, the amount of work that will be performed in Shreveport, 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.
- 17.12 The selection process will likely take approximately 30 to 90 days.
- 18.0 **PROCESSING OF DATA WARRANTY**
- 18.1 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.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 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.
- 19.0 **SUB-CONSULTANT TRACKING**
- 19.1 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:
- 19.2 Those owned 51 percent or more by persons defined as minorities by the Small Business Administration;

- 19.2.1 Those owned 51 percent or more by women;
- 19.2.2 Those owned by disadvantaged persons certified by the Department of Disadvantaged Business Enterprises Office (DBE), as qualified under 49 CFR Part 23 by the Assistant Chief Administrative Officer of the City of Shreveport;
- 19.2.3 Small businesses as defined by the Small Business Administration;
- 19.2.4 Fair Share Businesses certified through the Louisiana Department Economic Development;
- 19.2.5 Those which do not fall into any of the above categories.
- 19.2.6 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.
- 19.2.7 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.
- 19.2.8 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.

20.0 PAYMENTS DUE THE CITY

- 20.1 Section 26-211 of the Citys Code of Ordinances requires the following:
 - 20.1.1 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.
 - 20.1.2 No contract to which the city is a party shall be awarded to any person who:
 - 20.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
 - 20.1.4 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
 - 20.1.5 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.
 - 20.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 20.2 Bids/proposals 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.

21.0 UNSATISFACTORY WORK

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

22.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

- 22.1 By submitting and signing this bid, bidder 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 bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder 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 bidder, 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.

23.0 PUBLIC INFORMATION

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

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 8-17-11)

Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

1.0 DEFINITIONS

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

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

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

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

1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**

1.6 Contact Fair Share Office 318-673-5009

1.6.1 505 Travis Street

1.6.2 Shreveport, LA 71101

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

1.8 **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 applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

1.9 **MBE-is** Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendors Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/index.aspx?NID=780>

2.0 PURPOSE OF THE PROGRAM

2.1 The City of Shreveport has implemented this program to ensure that their [construction and service](#) contracts provide employment and growth opportunities for small disadvantaged businesses.

2.2 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 FSC, S/DBE or DBE subcontractors.

2.3 All efforts must be documented.

2.4 Direct commodity purchases made by the City are exempt from the program.

3.0 FAIR SHARE CONTRACT CLAUSES

3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.

3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at www.shreveportla.gov, and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.

3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5009 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) business days 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) business days.
- 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 contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 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.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC, S/DBE, and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 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 contractor's failure to make timely payment to the subcontractor.
- 3.6 Fair Share Certified (FSC), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 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) Certified FSC, 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 FSC, 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 FSC, 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 All Bidders must provide project information to FSC, 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.

3.13.2 The first documented contact with each FSC, 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 FSC, 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 FSC, 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 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**

4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER 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/or the Fair Share Office and the Originating Department.

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 FSC, 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 Fair Share Office **on FSC FORM 2.**

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**

5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1.** Submit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2.** Submit **FSC FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.

5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3.** Submit **FSC FORM 3** showing a completed log of contacts with FSC, S/DBE, or DBE firms.

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, 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 FSC, S/DBE or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as the apparent lowest construction/service provider bidder, or his/her bid **will** be declared non-responsive.

5.1.5 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.

5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.

6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**

6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC, S/DBE, or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.

6.1.2 **Copy of letter or fax sent to FSC, S/DBE, or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC, 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.*

6.2 **Optional Good Faith Efforts**

6.2.1 Contractors should consider efforts such as:

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

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

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

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

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

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

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

6.2.9 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 FSCs, S/DBEs, or DBEs?

END

APPENDIX 1

City of Shreveport

RFS 19-704 PROJECT Program Manager – Capital Improvement Program & Consent Decree

CONTRACT VERIFICATION-DBE/FSC FORM 6

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)

_____ (Email 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.

** Form Revised 02-08-2017 **

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: 19-704

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: _____ Email Address: _____

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

FROM: _____

*License # _____

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: 19-704

Project Name: Program Manager – Capital Improvement Program & Consent Decree

Opening Date/Time: _____

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