

City of Shreveport



REQUEST FOR PROPOSALS

RFP 19-833

ON-DEMAND WATER AND SEWER REPAIR SERVICES
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INDEX

	Page Numbers
Proposal Invitation	2
General Information - Part I	3-4
Introduction - Part II	5-8
Scope of Work - Part III	9-13
Evaluation Criteria - Part IV	14
Submission Requirements - Part V	15
Fair Share Program Requirements - Part VI	16-19

NOTE: All items listed in Part V must be submitted with your proposal

Index of reference items **not** included herein that is incorporated by reference with the same force and effect as if set forth in full text. Should any of these be in conflict with those listed herein, the more stringent will apply.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**), and the Fair Share Program Requirements/Forms (**Section 40**) will no longer be printed in full text in solicitations issued by the City of Shreveport (hereinafter the City), but will be incorporated by reference as shown in the City of Shreveport's (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

EXHIBITS

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK	A-20
SCHEDULE OF EVENTS	B-21
OFFERORS EXPERIENCE	C-22
PERSONNEL STAFFING	D-23
*FORMAT FOR THE LAST PAGE OF THE COST PROPOSAL	E-24
FORMAT FOR THE RETURN ENVELOPE	F-27

***Required for all RFPs**

APPENDIX

#1- FAIR SHARE FORMS 1-4 & 6 (should be furnished with your proposal)	28
#2- ADJUDICATED OR LIEN PROPERTY AFFIDAVIT (do not furnish with your proposal)	33
#3- FELONY CONVICTION STATEMENT (should be furnished with your proposal)	34
#4- RESOLUTION OF BOARD OF DIRECTORS (should be furnished with your proposal)	35

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

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

November 26, 2019

RFP 19-833

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: DECEMBER 30, 2019

PROPOSAL TITLE: RFP 19-833 ON-DEMAND WATER AND SEWER REPAIR SERVICES

If applicable include-STATE CONTRACTORS LICENSE CLASSIFICATION: MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

You are invited to submit proposals in accordance with the requirements of this solicitation which are contained herein.

In order for your proposal to be considered, it must be received in the Purchasing office not later than the date and time as listed above. Solicitation documents are posted on BidSync.com. To view the general RFP information and receive notices by email, register with BidSync. Registration is free. If you wish to view or download entire RFP packages, you may do so for an annual fee. It takes about two weeks to get a digital signature. *Allow additional time to set up the digital signature in BidSync.* **Go to BidSync.com for more information on this.** Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source of solicitation documents.

It shall be the responder's responsibility to make inquiry as to the addenda issued. All inquiries pertaining to this RFP shall reference RFP number as shown above. Paper proposals received by the Purchasing Office after the time specified will be documented and then returned to the Offeror unopened. Due to the possibility of negotiation with all Offerors, the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made. Paper proposals and modifications received in response to this Request for Proposals shall be time stamped upon receipt and secured in the Purchasing Division until the established due date. Attendance by the submitter on the established due date is unnecessary, because submittals will be opened at a later time in the presence of a procurement employee or selection committee member.

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals. **Paper proposals must be submitted using the envelope format as provided in this solicitation document in a sealed opaque envelope/container showing the above proposal title, number, opening date, time of opening and appropriate license number(s) on the outside of the envelope or if a sealed container is used, then all this information shall be shown on the top of the container. The City does not accept faxed or emailed responses for formal solicitations.**

All submittals (see Part V, Submission Requirements) received in response to this Request for Proposals will be rated by the City's Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of two (the highest rated) firms shall be required. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive informalities, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

City of Shreveport

Wendy Wagnon, CPPO
Purchasing Agent

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5457

A NON-MANDATORY PRE-PROPOSAL Conference will be held December 4, 2019 at 10:00 AM in the 3rd Floor Engineering Conference room at 505 Travis St., Shreveport, LA 71101. All Offerors are strongly encouraged to attend.

PART I

GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 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.
- 5.0 ***Each Proposer shall submit one (1) signed original response. Seven (7) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 8.0) and a searchable electronic copy on two (2) separate USB flash drives.***
- 5.1 Proposals should be sent to:
 - 5.1.1 City of Shreveport
 - 5.1.2 Office of The Purchasing Agent
 - 5.1.3 Government Plaza-Suite 610
 - 5.1.4 505 Travis Street
 - 5.1.5 Shreveport, LA 71101-3042
- 5.1.6 If required-STATE CONTRACTORS LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

6.0 QUESTIONS

- 6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 Email Shay.Meadows@shreveportla.gov or fax Shay Meadows at 318-673-5408.
- 6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

7.0 EXPENDITURE

- 7.1 Estimated Expenditure: \$2,000,000

8.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

- 8.1 The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 8.2 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 8.3 The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

- 8.4 “The data contained in pages _____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shreveport’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”
- 8.5 Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.
- 8.6 If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.
- 8.7 **If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**
- 8.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.
- 8.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 9.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2. (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

Part II

INTRODUCTION

1.0 INTENT

1.1 It is the intent of the City of Shreveport to solicit proposals for fulfilling the on-demand water and sewer repair services of a contractor to perform repairs and associated activities for its sewer collection system, water distribution system, and associated infrastructure.

2.0 PROJECT BACKGROUND

2.1 *The City of Shreveport Department of Water & Sewerage operates and maintains approximately 1,000 miles of water mains and 1,000 miles of sewer mains and associated appurtenances. As the Department does not always have the resources or capabilities to perform repairs as needed, the Department is interested in procuring on-demand water and sewer repair services for these repairs on an as-needed basis. The contract will consist of planned and emergency repair projects as described in the Scope of Work.*

3.0 TERM OF CONTRACT

3.1 Contract Term: February 1, 2020 to February 1, 2021, unless terminated or extended in accordance with the provisions listed herein. The City of Shreveport reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

4.0 PRICE CHANGES

4.1 Prices will be firm for the contract term as specified in paragraph 3 above. After the term of the contract, the Contractor may request price increases based on their documented cost increase to be approved by the Director of Water & Sewerage and the Purchasing Agent. Written requests for price increases must be sent to the Purchasing Agent. The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. No increase will be effective until approved in writing by the Purchasing Agent. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

5.0 AWARDS

5.1 An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP; however, the right is reserved to reject any and all proposals received, to waive any informalities, and in all cases the City will be the sole judge as to whether an Offerors proposal has or has not satisfactorily met the requirements of this RFP.

6.0 BOND REQUIREMENTS

6.1 An acceptable Proposal Guarantee, Cashier's Check, or Certified Check payable to the City of Shreveport, in an amount not less than five (5%) percent of the total proposal including all additive alternates must accompany the proposal. Negotiable Proposal Guarantee's will be returned to the unsuccessful offeror as soon as possible or not more than 45 days after the opening of proposals. All bonds applicable to this transaction must be accompanied by an original Power of Attorney. Offerors agree to forfeit Proposal Guarantee, in the event of failure to contract with the city within ten (10) days after the award of Proposal

7.0 PERFORMANCE/PAYMENT/MAINTENANCE BONDS

7.1 Acceptable Performance/Payment/Maintenance Bonds will be required of the **successful offeror** as follows:
7.2 When the total contract amount with alternates is \$50,000 or more, a 100% performance bond shall be required.
7.3 When the total contract amount with alternates is \$25,000 or more, a 50% payment bond shall be required.
7.4 When the total contract amount with alternates is \$20,000 or more, a **two-year** 10% maintenance bond shall be required.

8.0 INSURANCE REQUIREMENTS

8.1 The Contractor 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, must

include the following coverages and limits of liability:

- 8.1.1 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 as an additional insured.** 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 contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract. This policy must be endorsed to include coverage for asbestos removal and pollution coverages.
- 8.1.2 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 occurrence or a combined single limit of \$300,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.** 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 herein, must 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.
- 8.1.3 Builders Risk Insurance, for the mutual benefit of the Contractor and the City, to be provided in a reporting policy form or other form acceptable to the City. This policy shall be written on an ~~all-risk~~ basis providing coverage for the building structure and construction machinery and equipment. **This policy shall be endorsed to name the City as an additional insured.**
- 8.2 All coverage provided herein 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 Company rating of **B+VII** or better. This rating requirement is waived on workers compensation only. 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.
- 8.3 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.
- 8.4 The Contractor 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.
- 8.5 The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of the Contractors performance of the Agreement. The Contractor shall indemnify the City for fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- 8.6 The City will give the Contractor prompt notice in writing if the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor 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. The Contractor shall furnish immediately to the City copies of all pertinent papers received by the Contractor.
- 8.7 If any parts of the services specified by this agreement are 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 Contractor.

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

9.0 PURCHASE ORDER REQUIREMENT

9.1 The City of Shreveport shall not be responsible for invoices exceeding \$1,000 that do not have a written purchase order covering them.

10.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

10.1 Proposals will be available for public inspection at the time and date approved by the Purchasing Agent.

11.0 PAYMENTS DUE THE CITY

11.1 Section 26-211 of the Citys Code of Ordinances requires the following:

11.1.1 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.

11.1.2 No contract to which the city is a party shall be awarded to any person who:

11.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or

11.1.4 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

11.1.5 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.

11.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

11.1.7 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.

12.0 ASSIGNMENT

12.1 This contract shall not be assigned without the prior written consent of the city through its Mayor.

13.0 UNSATISFACTORY WORK

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

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

14.1 By submitting and signing this proposal, the proposer 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 the proposer agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Proposer 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 proposer, 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.

PART III

Definitions

1. **“Job Time”** – Refers to billable time of contractor on-site for repair activities. Job Time shall not refer to dressup activities; job time shall cease once the appropriate backfill and compaction has occurred.
2. **“Dressup Activities”** – Refers to activities to restore site to prior or better condition, and shall be paid based on unit quantities not on hourly rates, per the cost proposal.
3. **“Mobilization”** – shall be used to collectively account for costs of mobilizing to site and demobilizing from site; may also be used as both Mobilization and Demobilization, Mobilization/Demobilization, Mob and Demob, etc. Mobilization/Demobilization is paid per each job based on cost proposal.
4. **“Emergency Mobilization”** – refers to a response by the contractor within the required two hour window, when emergency locates are necessitated.
5. **“Planned Mobilization”** - refers to a response by the contractor that is not immediate, and does not require emergency locates, rather allows for standard 48 hour locates.
6. **“Job”** – refers to work in close proximity as a result of a single occurrence or issue whereby the work is continuous and/or contiguous in both time and local without requiring a demob and remob. Examples may include a single point repair, multiple point repairs within a general location (i.e. block or street), or a line segment spanning many hundreds of feet. Determination of individual job delineations is at the discretion of the City Superintendent or his designee.
7. **“Working Days”** – refers to days that occur in normal business hours and days on Mondays through Fridays. For instance, 3 working days past 6 pm on a Thursday would expire as of 5pm the following Tuesday, assuming no holiday falls on that Friday, Monday, or Tuesday.

1.0 SCOPE OF WORK

The City of Shreveport has allocated funds for the intent of fulfilling on-demand water and sewer repair services of a contractor to perform repairs and associated activities for its sewer collection system, water distribution system, and associated infrastructure. Contractor shall be duly licensed by the State of Louisiana to perform municipal and public works construction.

- 1.1 Contractor shall issue a written notice to terminate to the City if Contractor will not renew or extend agreement for any successive one-year period. Written notice shall be provided at least 90 calendar days prior to the expiration of the respective term (first or successive). If no notice of termination or request for price change is given and contractor moves to terminate agreement, contractor shall provide written notice of intent to terminate. Contractor shall honor the then prevailing rates for a period of 90 calendar days after the respective term, or 90 calendar days after the notice of intent to terminate, whichever is the former, provided both they occur on or after the expiration of the respective term of the contract. If the City rejects the requested price increase, the request for increase shall serve as notice of contractor's intent to terminate with respect to the required 90 day notice.

Contractor will be paid rates based on the type of work. Work will be delineated as either emergency response or as planned. This will be determined based on the notification given for the work required. Work requiring immediate mobilization by the contractor and necessitating emergency locates shall be deemed as emergency response and shall be paid at the rates on the cost proposal for emergency response work, and shall be paid an emergency mobilization as on the cost proposal, regardless of time of day or day of week/year. Work allowing for time to plan and obtain standard locates (48 – hour) will be paid at the rate of planned work on the cost proposal, and shall be paid a planned mobilization as on the cost proposal, regardless of time of day or day of week/year. Mobilization (including mob and demob) rates are per **Job**.

The Contractor shall be compensated for actual hours worked (**Job Time**) based on the hourly rates on the cost proposal. **Job Time** will commence when contractor's full crew and equipment arrives on site and the contractor is "job ready". **Job Time** will be subject to verification by the City. For emergency mobilization, contractor shall have no more than two hours to mobilize an emergency response. Extenuating Circumstances beyond the contractors control (locates, procurement of materials, etc.) may delay actual start of work but shall not interfere with mobilization of equipment and personnel. Extenuating Circumstances shall not interfere with commencement of **Job Time**; **Job Time** will still commence when contractor is "job ready" regardless of extenuating circumstances.

Contractor must have at least five (5) years experience in water and sewerage repairs in a 100,000 plus city population and shall provide proof of the number of repairs performed in a five (5) year period. Performance documentation shall be in the form of contracts, invoices, etc. Contractor shall provide references of at least 3 municipal entities they have performed work for, along with proper point of contact and contact information.

The Contractor shall submit an hourly rate for designated labor and equipment as outlined on the cost proposal. Contractor shall submit quantity rates per the cost proposal for all non-hourly items. Non-hourly **Dressup Activities** items shall not be paid both crew rates and unit prices, but shall be paid based off of unit prices alone.

This contract is a unit price contract, and as such payment is based on actual consumed units as listed on the cost proposal. The unit price will be paid at actual quantities performed under this agreement. The Contractor is not entitled to any claim for damages if the actual quantities or work performed should prove to be of greater or lesser value or quantity than the contract amount as proposed.

2.0 **Details of scope of work.**

2.1 Contractor shall provide labor, vehicles, equipment, tools, safety gear, and insurance.

2.2 All materials required for each job will be furnished by the City of Shreveport, and delivered by the City of Shreveport, unless authorized by the Superintendent of Field Operations. If material procurement is authorized, markup shall be limited to 5%, as evidenced by supplier invoicing, and will be paid from miscellaneous items.

2.3 The City reserves the right to determine the number of crews needed. Depending upon the volume of repairs, the City may require up to five crews. The City may assign multiple crews to be co-located on larger jobs, or each crew may be mobilized to different jobsites on an as-needed basis.

2.4 The City's superintendent or his designee will coordinate the contractor's work schedule of repairs. The City's superintendent must approve any holiday or weekend work.

2.5 Contractor/crew shall respond within a 2-hour time period from the time of notification for **Emergency Mobilization**. Furthermore, crews shall be available 24 hours a day, 7 days a week, including holidays. **Job time** will commence when crew and equipment are on-site and job ready. Provided **emergency mobilization** is within the required 2-hour window, it shall be paid based on the rates supplied on the cost proposal.

2.6 Contractor will be responsible for obtaining the required Louisiana One Call locates.

2.7 Contractor will follow the current Shreveport standard specification for street and storm drainage and technical specifications for water and sewerage construction and their respective standard plans as applicable.

2.8 The most recent edition of the "City of Shreveport Standard Specifications for Infrastructure Improvements" and the "City of Shreveport Standard Plans for Infrastructure Improvements" shall be incorporated to these specifications by reference and shall be deemed to be included herein in full, as if written fully herein. Where these specifications are at odds with either of those documents, these specifications shall govern.

2.9 In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

2.10 City will be responsible for coordinating and scheduling water main valve downs, and support services (washing & cleaning of sewer lines, TV inspection of sewer lines, etc.) Some support services may be supplied by contractor upon mutual agreement and approval by the superintendent and shall be paid from miscellaneous items.

2.11 Once work has been completed and inspected, the Contractor shall be responsible for compaction (per City standard specifications) and restoring the excavated hole to ground level, rough grading and cleanup/removal of excess dirt and materials from the jobsite. Once these tasks are completed **Job Time** shall cease.

2.12 **Dressup activities** will be measured and paid based on the units within the the cost proposal.

1. **Dressup activities** shall commence within the timelines below: **Driveways and Ingress/Egress** – Within 3 **Working Days** after **Job Time** stops.
2. **Road Surfaces On Major Arterials or Other High Traffic Areas** – Within 2 **Working Days** after **Job Time** stops.

3. **Other Road Surfaces and sidewalks** – Within 5 **Working Days** after **Job Time** stops.
4. **Non-Paved Surfaces** – Within 10 **Working Days** after **Job Time** stops.
5. **Fences** - Within 2 **Working Days** after **Job Time** stops, unless prohibited due to other dressup activities, then shall occur within 2 **Working Days** after completion of dressup activity preventing immediate fence repair. Temporary fencing shall be in place before leaving the job site, and as soon as is practically possible.

- 2.13 All **dressup** shall be completed within 3 **working days** of commencement. For dressup of road surfaces, unless prevented due to cure time of concrete, all road surfaces should be open for traffic no later than 10 **working days** after **Job Time** stops. For sewer repairs, only where CCTV verification is required, dressup timelines shall commence as stated number of days after CCTV work is completed confirming work in lieu of job time completion.
- 2.14 A zone manager of W&S Field Operations or his designee shall inspect completed repair work. Zone manager or his designee will also keep a record of personnel and equipment utilized during repair to compare Contractor's performance documentation and approve payment. Contractor shall submit daily time and material logs in a Time and Materials format showing resource consumption; reports shall match the coat proposal and other rates as defined herein.
- 2.15 All restoration of properties, including affected citizen's properties, will be completed by the contractor based on the unit prices herein (e.g., concrete, sod, dirt, driveways, fences, etc.), except in the event of damage outside of the scope of work resulting from contractor's negligence. Any such negligent damage shall be restored by contractor at their expense.
- 2.16 The contractor must correct all "punch list" deficiencies before the work will be accepted as completed and paid.
- 2.17 Any accidents and/or incidents occurring at job sites shall be reported to the Superintendent of Field Operations. The contractor shall complete all reports related to incidents/accidents.
- 2.18 The contractor shall be responsible for all damages to properly marked utilities, (e.g., gas, cable, etc.) and private property, as well as property damaged outside of City Right of Ways, or authorized work areas.
- 2.19 Barricades may be furnished, installed, and removed by the City. If authorized by the Superintendent, barricades may be furnished, installed, and removed by the Contractor. Such expense shall be limited to markup for rentals and be paid from miscellaneous items.
- 2.20 The Contractor shall guarantee completed work for a period of two years. All warranty work shall be at the contractor's expense. Contractor shall provide maintenance bond as outlined herein.
- 2.21 The depth of construction or repairs may range up to (35) thirty-five feet deep. Work may include all sizes in existence in the City's system. Should excavation necessitate an engineered excavation plan, such services must be performed by a professional engineer licensed in the State of Louisiana and duly competent to perform such calculations. Engineered excavation plan may be paid as force account from the miscellaneous items task, and may be marked up based on allowable markup for subcontractors.
- 2.22 Mobilization and demobilization charges for the crew and excavator equipment shall be as submitted on the cost proposal. Any permits required, shall be included in the rate. Mobilization/demobilization charges are not applicable to additional special needs beyond items 1 through 4 on the cost proposal and should be included in the hourly rates for any other mobilized equipment/materials/labor.
- 2.23 Sheeting, shoring, and related safety equipment are considered incidental and shall be included in the hourly rate. Special case sheeting and shoring shall be payable outside of crew hourly rate when applicable. Special case sheeting and shoring shall be paid for sheeting or shoring required for excavations over 15 feet. Only the additional sheeting and shoring will be paid separately per the square foot per day pricing on the cost proposal.
- 2.24 The price per hour for Items 1 through 4 shall be based on a three (3) man crew, consisting of a field superintendent/equipment operator, and two (2) trained laborers, as well as the respective size excavator.
- 2.25 The City's superintendent or his designee shall have the right to review the size of the excavator (i.e., rubber tire backhoe, mini excavator, or track hoe excavator up to 75,000 lbs) required for the work. Additional equipment beyond that included in the hourly labor rate shall be approved by the City's superintendent or his designee.
- 2.26 The contractor shall furnish all incidental tools, materials, and related equipment including but not limited to trash pumps (up to 4"), chop saws, hand tools, crew truck and/or tool trailer, and portable generators.

- 2.27 The following work items are considered special needs and shall be authorized by the City's superintendent or his designee prior to performing the work: well pointing, boring, HDPE fusing machine, manhole coring, concrete sawing (over 4" thickness), plumbing repairs, welding, manhole rehabilitation, tree service, electrical, hauling, concrete pumping, etc. In addition, any repairs within railroad rights-of-way shall be considered as special needs. The cost of the crews and equipment shall be per the Cost Proposal items. The cost for permits, insurance, and flagmen is considered special needs. Contractor shall provide superintendent or his designee with a verbal or written cost proposal for any special needs item prior to performing work. Special needs items shall be paid out of miscellaneous items.
- 2.28 Use of equipment beyond those included in items 1-4 on the cost proposal above shall be approved by the superintendent or his designee, including air compressors, jack hammers, light plants, generators, dragline mats, dump trucks, pavement breakers, or hydraulic jack hammers.
- 2.29 The City may procure and maintain pumps when by-pass pumping is required. If the City is unable to provide the services, contractor may, with City superintendent's approval, provide these services. These services shall be supplied based on the cost proposal. Each pump setup shall include 30' of suction hose and 500' of discharge hose. Measurement and payment shall be based on a day rate. All bypass pumps shall have a "silent" kit installed or be of the "silent" bypass pump type. Each respective rate shall include contractor's maintenance of pump, fueling of pump, maintenance of water tight suction and discharge hose, and cleaning of suction screens up to twice daily. If additional screenings or fueling requirements exceed twice daily, additional expense shall be pre-approved by the Superintendent or his designee and shall be paid out of Miscellaneous Items at a negotiated and approved rate. Road crossings shall be rented on a per each per day basis; for instance two crossings utilized for 5 days would equate to a 10 day payment under the cost proposal. These rates for pumps shall include operation and maintenance costs; City is not responsible for consumables and maintenance materials or labor of bypass pumps (fuel filters, oil changes, batteries, etc.).
- 2.30 In the event the Contractor solicits a sub-contractor or vendor to provide equipment, services or materials, the contractor shall submit a copy of the sub-contractor or vendor's invoice. The prime Contractor shall calculate a handling fee as follows:
- 10% above the sub-contractors total invoiced amount
 - 5% above the total cost of materials purchased
 - 5% above the total cost of rentals
- 2.31 Contractor is also required to make good faith efforts to contract with City certified DBE or Fairshare firms for each division of work identified in this document.
- 2.32 Invoices shall include details regarding work performed. This shall include the location of the work, crew and equipment size, other equipment, special needs, sub-contractors, materials, number of hours and or costs for each line item and a general description of the work that was completed (ie, 1500 lf of 6 inch water main). Attached to the invoice shall be written approval from the superintendent or his designee for the use of other equipment, special needs, subcontractors, and materials; agreed to and signed off by both parties as evidenced by the daily time and material reports.
- 2.33 Dressup work shall include returning site of excavation to prior or better condition, in compliance with any and all applicable City of Shreveport Standard Plans and Specifications. Dressup labor shall be included in the unit quantities for items 21-26 of the cost proposal; crew hours for items 1-4 of the cost proposal shall not apply for dressup work. Sod shall be replaced in kind by disturbed species, and shall be measured and paid based on square yardage. All concrete and asphalt paving shall be per the Standard Plans and Standard Specifications of the City of Shreveport, unless in-kind conditions exceed either of these in material quality, thickness, or base, such as DOTD maintained surfaces. In these special cases, a preapproved negotiated rate may be paid out of miscellaneous items to meet the in-place paving conditions to ensure surface is restored to pre-existing conditions.
- 2.34 Well-Pointing shall be pre-approved by the Superintendent. Contractor may, with City superintendent's approval provide these services. These services shall be supplied based on the cost proposal. Each pump setup shall include suction header and up to 500' of discharge hose. Measurement and payment for pump shall be based on a day rate. All well-point pumps shall have a "silent" kit installed or be of the "silent" pump type. Each respective rate shall include contractor's maintenance of pump, fueling of pump, maintenance of water tight suction and discharge hose. If additional fueling requirements exceed twice daily, additional expense shall be pre-approved by the Superintendent or his designee and shall be paid out of Miscellaneous Items at a negotiated and approved rate. Road crossings, if required, shall be rented on a per each per day basis; for

instance two crossings utilized for 5 days would equate to a 10 day payment under the cost proposal. These rates for pumps shall include operation and maintenance costs; City is not responsible for consumables and maintenance materials or labor of well-point pumps (fuel filters, oil changes, batteries, etc.). Providing, installing, and upkeep and removal of well-points and suction piping shall be included in the per linear foot price on the cost proposal; linear footage will be measured based on suction header footage, and shall include up to 4 points per 10 foot of suction header.

PART IV- EVALUATION CRITERIA

RFP#: _____

Evaluator: _____ Title of RFP: _____

Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1*	Cost effectiveness and reasonableness of Offerors proposed fee.	0-30	
2	Qualifications of project personnel and Offeror's ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Offeror's commitment to meet Fair Share Requirements.	0-20	
3	Soundness of Offerors approach to the problems and needs presented by the project, including Offerors methodology for achieving specific tasks and objectives.	0-20	
4	Experience and capacity of Offeror, including recent and related experience.	0-20	
5	Offeror's commitment to meet Fair Share Requirements.	0-10	

TOTAL POINTS: 100 Points

*The points for cost shall be furnished by the Purchasing Agent, based upon the standard formula as listed below: Fee schedules, including total life cycle costs (when applicable), will be scored by applying the maximum number of points permissible to the responsible firm submitting the lowest responsive fee. All other Offerors are prorated points, by determining the percentage of differential between the low Offerors responsive total and cost and each of the other Offerors total cost, and then applying the percentage of differential accordingly.

PART V

PROVIDE SUBMISSION REQUIREMENTS IN THE FOLLOWING FORMAT
Proposals submitted in the prescribed format and with properly completed exhibit forms, as provided herein, will be evaluated for contract award.

1.0 SUBMISSION REQUIREMENTS & CHECKLIST

1.1 To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

- 1.1.1 A Table of Contents - clearly identify the material, by section and page number.
- 1.1.2 A Letter of Transmittal - **limit to four printed pages.**
- 1.1.3 ___ Provide number of years in business, office location, email address, and financial stability of company.
- 1.1.4 ___ Briefly state your firms understanding of the work to be done, and make positive commitment to perform the work.
- 1.1.5 ___ Identify your proposals principal strengths and weaknesses.
- 1.1.6 ___ Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
- 1.1.7 ___ State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.
- 1.1.8 ___ Indicate the number and dates of amendments that you have received. **(end of transmittal letter)**

- 1.2 Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A.**
- 1.3 Submit Schedule of Events using the format of **Exhibit B.**
- 1.4 Document five of Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of **Exhibit C.**
- 1.5 Submit qualifications of personnel that will work on this project using the format of **Exhibit D.**
- 1.6 Provide cost proposal using the format of **Exhibit E.**
- 1.7 Provide completed Fair Share forms (Appendix 1) which includes the amount and percentage of commitment.
- 1.8 **Submit Appendix #3 - FELONY CONVICTION STATEMENT.**
- 1.9 List proposed warranty to include terms, conditions, length, location of repair facility, means of transport and etc.
- 1.10 List any exceptions to this RFP (and/or the enclosed City's Standard Agreement).
- 1.11 Provide list of sub consultants and state years of experience of your firm and each sub consultant for this type of work.
- 1.12 Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 3-14-2019)

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:**
- 1.5.1 City of Shreveport Fair Share Office... 318-673-5009
- 1.5.2 505 Travis Street
- 1.5.3 Shreveport, LA 71101
- 1.5.4 FSC Application Affidavits maybe downloaded at:
http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf
- 1.6 **DBE**- is Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects). DBE- a group that is defined by the Government as presumptively disadvantaged by provisions of CFR 49.
- 1.7 **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>
- 1.8 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: <https://www.shreveportla.gov/140/Bids-RFPs>

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 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 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) or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS**
- 3.7 **PRE-BID EFFORTS REQUIRED REGARDING FSCs 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 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 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/Forms/Fairshare/index.asp> 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 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 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 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 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 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 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 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 or DBE firms.

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC 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 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 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 or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC 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 FSCs or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs or DBEs to participate effectively?
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSCs or DBEs to determine certainty whether the FSCs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs 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 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 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 or DBEs?

END

PART VI
RFP NO. 19-833

EXHIBIT A

PAGE _____ of _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

(Proposals should respond to the Scope of Work point by point by numeric reference.)

SCHEDULE OF EVENTS

The Offeror should briefly describe each step of the schedule of events in its proposed plan of action to accomplish the scope of work in a sequential manner, identifying the specific assignment of key personnel and the time required to complete each step. This form should be completed, in addition to the Offerors narrative description of its proposed plan of action.

<u>Step #</u>	<u>Schedule of Events</u>	<u>Time Required</u>	<u>Person Assignment</u>
---------------	---------------------------	----------------------	--------------------------

OFFERORS EXPERIENCE (MUNICIPAL ENTITIES ONLY)

- 1.1.0 Contract Title: _____
- 1.1.1 Contract Period: From _____ To _____
- 1.1.2 Geographic Area Serviced: _____
- 1.1.3 Scope of Work: _____
- 1.1.4 References: _____
- 1.1.5 Contracting Office: _____
- 1.1.5.1 Title: _____
- 1.1.5.2 Address: _____
- 1.1.5.3 City: _____ State _____ Zip _____
- 1.1.5.4 Telephone # (s): _____
- 1.1.5.5 Email: _____

OFFERORS EXPERIENCE (MUNICIPAL ENTITIES ONLY)

- 2.1.0 Contract Title: _____
- 2.1.1 Contract Period: From _____ To _____
- 2.1.2 Geographic Area Serviced: _____
- 2.1.3 Scope of Work: _____
- 2.1.4 References: _____
- 2.1.5 Contracting Office: _____
- 2.1.5.1 Title: _____
- 2.1.5.2 Address: _____
- 2.1.5.3 City: _____ State _____ Zip _____
- 2.1.5.4 Telephone # (s): _____
- 2.1.5.5 Email: _____

OFFERORS EXPERIENCE (MUNICIPAL ENTITIES ONLY)

- 3.1.0 Contract Title: _____
- 3.1.1 Contract Period: From _____ To _____
- 3.1.2 Geographic Area Serviced: _____
- 3.1.3 Scope of Work: _____
- 3.1.4 References: _____
- 3.1.5 Contracting Office: _____
- 3.1.5.1 Title: _____
- 3.1.5.2 Address: _____
- 3.1.5.3 City: _____ State _____ Zip _____
- 3.1.5.4 Telephone # (s): _____
- 3.1.5.5 Email: _____

OFFERORS EXPERIENCE ((MUNICIPAL ENTITIES ONLY)

- 4.1.0 Contract Title: _____
- 4.1.1 Contract Period: From _____ To _____
- 4.1.2 Geographic Area Serviced: _____
- 4.1.3 Scope of Work: _____
- 4.1.4 References: _____
- 4.1.5 Contracting Office: _____
- 4.1.5.1 Title: _____
- 4.1.5.2 Address: _____
- 4.1.5.3 City: _____ State _____ Zip _____
- 4.1.5.4 Telephone # (s): _____
- 4.1.5.5 Email: _____

OFFERORS EXPERIENCE (MUNICIPAL ENTITIES ONLY)

- 5.1.0 Contract Title: _____
- 5.2.1 Contract Period: From _____ To _____
- 5.2.2 Geographic Area Serviced: _____
- 5.2.3 Scope of Work: _____
- 5.2.4 References: _____
- 5.2.5 Contracting Office: _____
- 5.2.5.1 Title: _____
- 5.2.5.2 Address: _____
- 5.2.5.3 City: _____ State _____ Zip _____
- 5.2.5.4 Telephone # (s): _____
- 5.2.5.5 Email: _____

Name	Registered / Licensed in the Louisiana	Y / N
Title	Supervisor Role	Y / N
	Resume/Biography Attached	Y / N
Number of Years of Experience		

Name	Registered / Licensed in the Louisiana	Y / N
Title	Supervisor Role	Y / N
	Resume/Biography Attached	Y / N
Number of Years of Experience		

Name	Registered / Licensed in the Louisiana	Y / N
Title	Supervisor Role	Y / N
	Resume/Biography Attached	Y / N
Number of Years of Experience		

Name	Registered / Licensed in the Louisiana	Y / N
Title	Supervisor Role	Y / N
	Resume/Biography Attached	Y / N
Number of Years of Experience		

Name	Registered / Licensed in the Louisiana	Y / N
Title	Supervisor Role	Y / N
	Resume/Biography Attached	Y / N
Number of Years of Experience		

COST PROPOSAL

Item #	Description	Quantity	Unit	Unit Price	Extended Cost
1	Planned Work - Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator up to 20,000 lbs	1,000	Hours		
2	Emergency Response Work - Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/min-excavator up to 20,000 lbs	500	Hours		
3	Planned Work - Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator over 20,000 lbs up to 75,000 lbs	500	Hours		
4	Emergency Response Work - Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator over 20,000 lbs up to 75,000 lbs	200	Hours		
5	Planned Mobilization/Demobilization	50	Each		
6	Emergency Mobilization/Demobilization	100	Each		
7	Additional Operator and Excavator up to 24,000 lbs	100	Hours		
8	Additional Operator and Excavator 24,001 – 40,000 lbs	100	Hours		
9	Additional Operator and Excavator 40,001 – 60,000 lbs	100	Hours		
10	Additional Operator and Excavator 60,001 – 90,000 lbs	100	Hours		
11	Air Compressor	200	Hours		
12	Jack Hammer	200	Hours		
13	Light Plant	400	Hours		
14	12 CY Dump Truck including truck driver	250	Hours		
15	Hydraulic Jack Hammer	50	Hours		
16	Dragline Mats	200	Hours		
17	Pavement Breaker	50	Hours		
18	Provide and maintain 6" bypass pumping - Day Rate	150	Days		
19	Provide and maintain 8" bypass pumping - Day Rate	150	Days		
20	Bypass Road Crossings	300	Days		
21	Provide and Install Concrete Sidewalk minimum 4" Thick	500	Square Yards		
22	Provide and Install Concrete Paving minimum 4" Thick (Driveway and Surface Paving)	500	Square Yards		
23	Provide and Install Concrete Traffic Surface minimum 8" Thick, including base per specifications.	600	Square Yards		
24	Provide and Install Asphalt Traffic Surface minimum 4" thick, including base per specifications.	600	Square Yards		

COST PROPOSAL CONTINUED

Item #	Description	Quantity	Unit	Unit Price	Extended Cost
25	Provide and Install Asphalt Traffic Surface minimum 6" thick, including base per specifications.	600	Square Yards		
26	Provide and Install Sod	5,000	Square Yards		
27	Provide and maintain 6" well point pumping - Day Rate	50	Days		
28	Provide and maintain 8" well point pumping - Day Rate	50	Days		
29	Provide, Install and maintain well points and suction and discharge headers	300	Linear Foot		
30	Special Case Sheeting and Shoring	2,000	Square Feet		
31	*Miscellaneous Items	1	Lump Sum	\$50,000	
TOTAL					

***ITEM 31- "MISCELLANEOUS ITEMS" IS A LUMP-SUM PAY ITEM. ALL ITEMS PAID FOR UNDER THIS PAY ITEM, SHALL BE PRE-APPROVED BY THE CITY ENGINEER PRIOR TO THE PERFORMANCE OF ANY WORK. ALL COST RELATED ASPECTS, INCLUDING LABOR & MATERIAL COST, WILL BE INCLUDED IN THE CHARGE FOR ITEMS SUBMITTED FOR PAYMENT UNDER THIS ITEM. ITEM 31 IS TO BE INCLUDED IN THE COST PROPOSAL.**

OFFERORS CERTIFICATIONS

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

YES _____ NO _____ (IF YES GIVE NAME, ADDRESS, AND TELEPHONE NUMBER OF REVIEWING OFFICE.)

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.
- 1.6 If awarded a contract/purchase order, my company understands and agrees to provide the sub consultant information as listed in **GENERAL CONTRACT PROVISIONS (www.shreveportla.gov/bids/bids.htm)**, paragraph 16, **SUBCONTRACTOR TRACKING. I hereby certify that sub consultant(s) _____ (would/would not) be used.**
- 1.7 In accordance with the Fair Share Requirements of this RFP, the Offeror assures the City that he or she will meet or exceed the Fair Share goal, or if cannot meet the required goal, the Offeror will assure the City that he or she will document good faith efforts made toward meeting the goal requirement in accordance with the fair share requirements. Fair share goal for this project is 25%.

Signature Offerors Representative
authorized to enter into contract with
the City of Shreveport

Title

Company

Authorized Signature (typed/printed)

State Contractors License Number

Telephone

Fax Number

Emergency Number(s)

Date

Email Address

Offerors Federal Employer I.D. Number

FROM: _____

*License # _____

*State Contractors License Number
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 PROPOSAL FOR:

RFP Number: 19-833

Project Name: On-Demand Water and Sewer Repair Services

Opening Date/Time: _____

Attention: Use this format on the outside of your container when responding with a paper proposal.
We do not accept faxed responses for formal solicitations! Revised 12-15-11

EXHIBIT F

City of Shreveport
COMPLIANCE AGREEMENT-FSC FORM 1

RFP# 19-833 (Revised 9-10-07)

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

- 1.0 It has not discriminated against any FSC, 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 **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 Failure to provide information may result in a loss of the bidder's proposal guarantee.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. **See UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, 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

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: ON-DEMAND WATER AND SEWER REPAIR SERVICES Bid Number: RFP 19-833

Bidder's Name: _____

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

Name of Subcontractor	Type of Contact(s)	Date & Time of Contact	Person making/receiving call or other communications	Contact made? Yes/No	Quote received Amount (\$)	Quote accepted Or rejected?	Comments

APPENDIX 1, Form 4



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

[NOTE: Pursuant to the City of Shreveport's Fair Share Program for Equal Business Opportunity, established by Ordinance No. 105, 1999, 7-27-99, DBE firms participating in the Program must have current certification status 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, that firm is advised to immediately submit a completed certification application to the State of Louisiana, Department of Transportation and Development, LAUCP Section, P.O. Box 94245, Baton Rouge, LA 70804-9245 for consideration on subsequent projects.

- 1. Name of Project _____
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/FSC Firm) (Date)

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

(Phone Number) (Fax Number) (Revised 8-30-07)

APPENDIX 2



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.

RFP Number: 19-833

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a proposer 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 proposal 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 proposing 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 proposal 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 proposal and any and all delay costs due to the readvertisement 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: shay.meadows@shreveportla.gov (12-05-17)

APPENDIX 4

RESOLUTION OF BOARD OF DIRECTORS

1.0 Name of Corporation: _____

2.0 Be it resolved by the Board of Directors of _____, a corporation organized and existing under the laws of the State of _____ and domiciled in _____, that _____ is hereby authorized to sign any and all contracts and/or agreements with the City of Shreveport and to do any and all things necessary to execute the contracts and/or agreements on behalf of this corporation.

3.0 That I, _____, _____,
(Name) (Position of Authority)

hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of this corporation which was passed at a meeting, duly called on _____, 20 ____ at which a quorum was present.

4.0 This resolution has been entered into the records of this corporation, has not been rescinded or modified, and remains in full force and effect on this date.

Dated this day _____ of _____, 20 ____.

WITNESSES:

_____ Signature: _____

_____ Federal Tax I.D. Number: _____

IF YOUR COMPANY IS NOT A CORPORATION COMPLETE BELOW:

Signature: _____ **SSN or Federal ID Number:** _____