

**City of Shreveport**



REQUEST FOR PROPOSALS

**RFP 20-805**

**CLASS EQ LIME STABILIZATION PRODUCTS**

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**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**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at [www.shreveportla.gov](http://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.

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Revised 12-04-19

# 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](http://www.shreveportla.gov) Fax 318/673-5408

February 26, 2020

**RFP 20-805**

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: March 31, 2020**

**PROPOSAL TITLE: CLASS EQ LIME STABILIZATION PRODUCTS**

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](http://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 in ink 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.**

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. Four (4) additional copies of the proposal should be provided.***
- 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

**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 [dereka.abner@shreveportla.gov](mailto:dereka.abner@shreveportla.gov)
- 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: \$500,000

Part II

1.0 **INTENT**

2.0 It is the intent of the City of Shreveport to solicit proposals for bio-solids removal and disposal.

3.0 **TERM OF CONTRACT**

The term of any contract resulting from this solicitation shall be shall be for one year from the date of award, 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 consultant, 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 the paragraph above. After the term of the contract, the Consultant may request price increases based on their documented cost increase to be approved by the Public Works Director 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 **PURCHASE ORDER REQUIREMENT**

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

7.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

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

8.0 **PAYMENTS DUE THE CITY**

8.1 Section 26-211 of the City's Code of Ordinances requires the following:

8.1.1 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.

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

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

8.1.4 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

8.1.5 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.

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

8.1.7 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.

9.0 **ASSIGNMENT**

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

10.0 **UNSATISFACTORY WORK**

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

11.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

11.1 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

SCOPE OF WORK

Beginning on April 17, 2020, or soon thereafter as a contract can be executed, collect all Class EQ Lime-Stabilized Product produced by the City of Shreveport's bio-solids processing facility located at 11726 Harts Island Road, up to a total of 40,000 wet tons per year. (Over the past two years, average annual production has been approximately 20,000 wet tons).

Arrangements for land application of products offsite will need to be made.

Copies of current and historical testing as well as regulatory permits may be viewed on site or copies may be obtained at a cost of \$0.15 per page. Requests for copies must be made at least 10 days prior to the deadline for submission of proposals. Call Wes Wyche, 318-673-6072, for copies.

Product must be handled, stored, shipped, and applied in a manner that meets all legal requirements.

Product must be properly land applied offsite within six (6) months of production by the City's processing facility.

Pricing shall be per WET ton of product produced by the City's plant and shipped offsite for land application.

Payment will not be made until product is removed from the City's plant site for land application, provided that the City may allow partial payments of up to 30% for handling of product onsite off the end of the City's plant process, in preparation for shipment.

A portion of the city site may be made available for further drying/screening of the product by the contractor, provided such operation meets all legal requirements and is satisfactory to state and federal regulators. Preference will be given to proposals which provide that all products will be immediately shipped offsite for land application, with no storage of product on City property.

**PART IV- EVALUATION CRITERIA**

RFP#: \_\_\_\_\_ Title of RFP: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

		POINT RANGE	POINTS ASSIGNED
1	Demonstrated understanding of the problems and needs presented by the project.	0-20	
2	Soundness of Offerors approach to the problems and needs presented by the project, including Offerors methodology for achieving specific tasks and objectives.	0-10	
3	Experience and capacity of Offeror, including recent and related experience.	0-20	
4	Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond.	0-20	
5	Immediately shipping product off site/not storing on city property.	0-10	
6*	Cost effectiveness and reasonableness of Offerors proposed fee.	0-20	

**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.

**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  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 B.**
- 1.4  Submit qualifications of personnel that will work on this project using the format of **Exhibit C.**
- 1.5  Provide cost proposal using the format of **Exhibit D**
- 1.6  Provide completed Fair Share forms (Appendix 1) which includes the amount and percentage of commitment.
- 1.7  **Submit Appendix #3 - FELONY CONVICTION STATEMENT.**
- 1.8  List any exceptions to this RFP (and/or the City's Standard Agreement).
- 1.9  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](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](http://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. \_\_\_\_\_

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.*

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

Name	Resume Attached Y / N
Title	No. Years with Firm?
Experience	

RFP NO. \_\_\_\_\_

Firm Name \_\_\_\_\_

PAGE \_\_\_\_\_ of \_\_\_\_\_

EXHIBIT D

**COST PROPOSAL**

**Class EQ Lime Stabilization Products**

ITEM	AMOUNT	U/M	SERVICE	UNIT PRICE
1	1	WET TON	Collect and Legally Dispose Offsite of Product from the City of Shreveport's Bio-Solid Processing Facility	

**Yes** or **No** Product will immediately be shipped off site with no storage of product on city property.

**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](http://www.shreveportla.gov/bids/bids.htm))**, paragraph 16, **SUBCONTRACTOR TRACKING. I hereby certify that sub consultant(s) (would/would not) be used.**

\_\_\_\_\_  
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:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**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 E

City of Shreveport  
COMPLIANCE AGREEMENT-FSC FORM 1

RFP# 20-805 (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 bid bond.
- 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: \_\_\_\_\_

**APPENDIX 1, Form 2**

**City of Shreveport  
UTILIZATION/CONTRACT TRACKING-FSC FORM 2**

**This multipurpose form is used to list all types of subs and changes to their status for Fair Share and Contract Tracking Reporting. (Revised 8-30-07)**

1. RFP # \_\_\_\_\_ 2. Project Name \_\_\_\_\_  
 3. Prime Contractor \_\_\_\_\_ 4. Bid Amount of Total Project (\$) \_\_\_\_\_  
 5. Prime Contractor's Federal Tax ID # \_\_\_\_\_ Change Order? Yes or No C/O # \_\_\_\_\_

<b>List all Subcontractors (copy as needed)</b>	Status – Circle all that apply	Type of work to be performed	Subcontracted Amount \$ + or (--)
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		
Federal I.D. # _____ Company _____ Name _____ Address _____ Phone # _____ Fax _____ E-Mail _____ State Class/License # _____	AEC, DBE, FSC, LBE, MBE, SBE, WBE		

Prime Contractor's Signature \_\_\_\_\_ Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Project Mgr. Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Fair Share Office Approval: \_\_\_\_\_ Date: \_\_\_\_\_

City of Shreveport

**PROJECT CONTACT SHEET-FSC FORM 3**

(Revised 8-30-07)

Name of Project: \_\_\_\_\_ Bid Number: \_\_\_\_\_

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)





**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  
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: 20-805

**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: [dereka.abner@shreveportla.gov](mailto:dereka.abner@shreveportla.gov) (12-05-17)



## APPENDIX 4

### INSURANCE/BOND/INDEMNIFICATION REQUIREMENTS OF CONSTRUCTION/ PUBLIC WORKS CONTRACTORS

Give a copy of these requirements to your agent.

#### 1.1.1 INSURANCE COMPANY

1.1.1.1 The company or firm which will protect the CONTRACTOR from claims which may arise out of or result from the Contractors operations and for which the CONTRACTOR may be legally liable. An acceptable insurance company is defined as one licensed in the State of Louisiana or an approved non-admitted carrier. Generally, as a minimum, the company issuing a bond must have a current **A. M. Best rating of A- or better**. Companies providing insurance coverage **other than bonds** must have a current **A. M. Best rating of B+VII or better**. This rating requirement will be waived for the Workers Compensation coverage only. Modification of this standard may be considered upon appeal to the Director of Finance.

#### 1.1.1.2 SURETY

1.1.1.3 The bondsman, party or parties who may guarantee the fulfillment of the contract by bond. An acceptable surety company is defined to be a company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds or appears on the current Treasury List (i.e., U. S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies) and approved for an amount equal to or greater than the amount of the contract, licensed in the State of Louisiana and qualified to write bonds in the State of Louisiana.

#### 1.2 SURETY BONDS

##### 1.2.1 PROPOSAL GUARANTY

1.2.2 **When required**, the bid must be accompanied by a **bid bond in an amount not less than 5% of the total bid amount including additive alternates**. The proposal guaranty shall be a check certified by the cashier of a National or State Bank, or a bid bond guaranteed by an acceptable surety company. The certified check or bid bond shall be made payable to the City of Shreveport, Louisiana. A cashiers check or money order will be accepted; however, currency will not be accepted.

##### 1.2.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

1.2.4 **When required**, any surety bond written for public works project shall be written by a surety or insurance company currently on the U. S. Department of Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register or by an insurance company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds. For any public works project, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list; companies authorized by this Paragraph who are not on the treasury list shall not write a bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance. In addition, any surety bond written for a public works project shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

##### 1.2.5 CONTRACT BOND

1.2.5.1 **When required**, prior to the execution of the contract, the CONTRACTOR shall file with the City a performance/maintenance/payment bond with an acceptable surety company, as defined herein, on a form provided by the City. The CONTRACTOR shall pay all premiums and costs thereof and incidental thereto. The bond must be signed by both the CONTRACTOR and surety.

1.2.5.2 The insurance required shall be written for not less than limits of liability specified herein. Coverage shall be written on forms which include contractual liability and independent contractor coverage on an occurrence basis and products/completed operations coverage. Products/completed operations coverage shall be maintained for a two-year period from the date of final payment. The coverages shall be maintained without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

##### 1.2.6 PROPERTY INSURANCE

1.2.6.1 CONTRACTOR shall obtain at CONTRACTORS cost such property insurance covering the work as may be specified in the Special Provisions of the contract.

1.2.6.2 Certificates of insurance on forms provided by the insurer shall be filed with the City prior to commencement of the work. The City has the right to require certified copies of the policies included with the certificates. Evidence that the Authorized Representative signing the Certificate is authorized to bind the insurance company or companies affording coverage may also be required. These certificates and insurance policies required by this shall contain a provision that coverages afforded under the policies will not be materially changed or canceled until at least a 30-day prior written notice has been given to the City by the insurance company. In the event the policies are canceled due to nonpayment of premium, only a 10-day notice will be required. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment Information concerning reduction of coverage shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the Contractors information and belief.

## 2.0 **INDEMNIFICATION**

2.1 To the fullest extent permitted by law, the CONTRACTOR shall indemnify, defend, and hold harmless the City and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property (other than work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

2.2 In claims against any person or entity indemnified under this Paragraph by an employee of the CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a restriction on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a subcontractor under workers or workmen compensation acts, disability benefit acts or other employee benefit acts.

## 3.0 **USE OF LANDS**

### 3.1 **PRESERVATION AND RESTORATION OF RAILWAY PROPERTY**

3.1.1 The provisions given elsewhere herein, which require the CONTRACTOR to protect property against damage, and which place upon the CONTRACTOR all responsibility for damage to property, injury to persons, and loss, expense, inconvenience and delay to the owners of property and others, shall be understood to apply in connection with railway lines or railroads the same as in connection with other kinds of property. In the protection of railway lines and railroad, however, the CONTRACTOR will be required to exercise particular care to avoid any damage which might result in train wrecks or in delays in train service. In the performance of work in close proximity to railroad tracks, the Contractor shall consult with the railroad owners or officials in regard to means and methods of conducting the work, and, unless the City orders otherwise, he shall use in the performance of the work means and methods which are not unsatisfactory to said owners or officials, and he shall at his own expense provide such track walkers and flag men as the said owners and officials may deem necessary for the adequate protection of the railroad property and train services.

3.2 The CONTRACTOR shall be solely and directly responsible to the owners and operators of such properties for any damage, injury, expense, loss, inconvenience or delay which may result from carrying out of the work to be done under this contract, and, if the special provisions so specify, he shall give bond or insurance in the amount therein specified to each corporation, company, partnership, or individual owning or operating any of the properties affected, in guarantee of this responsibility. Any extension of time granted the CONTRACTOR in which to complete the contract shall not relieve him or his surety from this responsibility.

## 4.0 **RESPONSIBILITY FOR DAMAGE CLAIMS**

### 4.1 **Contractors RESPONSIBILITY**

4.1.1 Until final written acceptance of the project by the City, the CONTRACTOR shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of the elements, or from any other cause, whether arising from the execution or from the non-execution of the work. The CONTRACTOR shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God, of the public enemy or of governmental authorities. The CONTRACTOR shall notify in writing his insurer within 10 days of any claim against the project and provide the City with a copy of such notification.

4.2 PERSONAL LIABILITY OF PUBLIC OFFICIALS

4.3 In carrying out the provisions contained herein or in exercising any power or authority granted by this contract, there shall be no personal liability upon any City employee or any official acting for the City, it being understood that in such matters they act as the agents of the City.

4.4 NO WAIVER OF LEGAL RIGHTS

4.5 Inspection by the Engineer or by any of his duly authorized representative, any order, measurement, or certificate by the Engineer; any order by the City for the payment of money, any payment for or acceptance of any work or any extension of time; or any possession taken by the City, shall not operate as a waiver of any provision of the contract; or any power therein reserved to the City or of any right of damages therein provided. Any waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the contract and specifications. The City reserves the right to claim and recover, by process of law, sums as may be sufficient to correct any error or make good any deficit in the work resulting from such error, dishonesty, or collusion upon conclusive proof of collusion or dishonesty between the CONTRACTOR or his agents and the Engineer or his assistants discovered in the work after final payment has been made.

4.6 THIRD-PARTY LIABILITY.

4.7 It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damages pursuant to the terms or provisions of these specifications.

5.0 INSURANCE REQUIREMENTS

5.1 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:

5.1.1 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.

5.1.2 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.**

- 5.1.3 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.
- 5.1.4 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.**
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 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 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.**

---

**ACKNOWLEDGMENT AND WAIVER OF  
WORKERS COMPENSATION INSURANCE**

(Required of the Successful Bidder-when applicable)

- 1.0 Pursuant to L.A.R.S. 23:1035, should a corporation, partnership, limited liability company or a sole proprietorship elect not to cover the following employees: (a) a President, Vice President, Secretary, or Treasurer of the corporation who owns more than 10% of the stock of the corporation, (b) a partner of the partnership employing the partner (c) a member of the L.L.C. who owns at least a 10% membership interest (d) a sole Proprietor of a sole proprietorship, the following acknowledgment and waiver of Workers Compensation Insurance must be completed and executed by the person authorized to sign such documents.
- 2.0 I, the undersigned, am the owner, partner, executive or officer authorized to execute documents on behalf of \_\_\_\_\_ for contracting with the City of Shreveport. I hereby acknowledge that I have elected not to provide coverage for one or more employees as permitted by L.A. R.S. 23:1035 under Workers Compensation insurance. I hereby agree to waive any and all claims against the City of Shreveport for any workers compensation benefits made by or on behalf of any person that has been excluded from Workers compensation coverage in accordance with L.A.R.S. 23:1035. Additionally, I agree to indemnify and hold harmless the City of Shreveport from and against any liability claims arising out of injuries occurring to any of the individuals who have been excluded from Workers Compensation coverage pursuant to L.A.R.S. 23:1035 while providing services pursuant to the contract with the City of Shreveport.

**Company**

**Witnesses**

Company Name: \_\_\_\_\_ Attest: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Attest: \_\_\_\_\_

Signature (typed/printed): \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

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