

City of Shreveport



Solicitation Form for Commodities

INVITATION FOR BID

(IFB) #20-005

DELIVERED UNLEADED FUEL

INDEX OF BID FORMS	Page Numbers
Invitation for Bid (Do not return with bid)	2
Bid Prices/Signature Page (COS BID FORM #1)	3

NOTE: THE REQUIRED COS BID FORM LISTED ABOVE MUST BE RETURNED WITH BID. SHOULD ALSO RETURN ONE COPY. IF ANY OF THE ABOVE COS BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.

Special Instructions to Bidders	4-8
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INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT ARE 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.

Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.


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 (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.

1.0 **The Felony Conviction/E-Verify Affidavit** must be submitted by the lowest responsive Bidder after the opening.
Revised 12-04-19

AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DATES ADVERTISED:	June 17, 2020	Date Posted:	June 17, 2020
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DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB) City of Shreveport Wendy Wagon, CPPO Purchasing Agent Phone (318) 673-5450		BIDS MUST BE DELIVERED TO: City of Shreveport Office of the Purchasing Agent Government Plaza-Suite 610 505 Travis Street Shreveport, LA 71101-3042	OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID
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BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:	July 9, 2020	THEN PUBLICLY OPENED
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THIS IS NOT AN ORDER	Bid Number	IFB # 20-005
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BID TITLE:	DELIVERED UNLEADED FUEL
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PREBID CONFERENCE: **N/A**

EMAIL QUESTIONS TO:	angela.mcnicoll@shreveportla.gov	7 working days before the opening or fax to:	318-673-5408
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BID BOND IS NOT REQUIRED.	Estimated Expenditure:	\$33,000	per year
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Bids received after the time specified for opening cannot be considered for an award.

COMMODITY BIDS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **may** be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call Wendy Wagon at 318-673-5450.

ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveport's listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general bid information and **receive bid notices by email**, you will have to register with BidSync. **Registration is free.** Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for an annual fee. There is also a fee for a digital signature. **It takes about two weeks to get a digital signature.** *Allow additional time to set up the digital signature in BidSync.* Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source for bid documents.

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: <https://www.bidsync.com>. If you need help registering or with training or completing an e-bid, please **call 800-990-9339 (M-F)**. Contractors who submit e-bonds will need to pay an annual fee for electronic bid bonds. *If an electronic bid is submitted, provide your contractor's license number when the bid with alternates amounts to \$50,000 or more. To request copies of bids by email, send your request to angela.mcnicoll@shreveportla.gov.*

The City of Shreveport reserves the right to reject any or all bids and to waive minor informalities.

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 bid opening at (318) 673-5450

Revised 02-01-19

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

1.1 If specifications or descriptive papers are submitted with bids, enter bidders= name thereon.

2.0 SAMPLES

2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.

3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.

3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agent=s office.

3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.

3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.

3.8 **It shall be the Bidder's responsibility to make inquiry as to the addenda issued.**

4.0 DELIVERY ARO

4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS

5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.

5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.

5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES

6.1 Whenever quantities or usages are provided by the City, these are estimates only.

6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.

6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

7.1 Prices will be firm for the minimum period as specified in the solicitation document.

7.2 After the term of the contract, the Consultant may request price increases based on their documented cost increase to be approved by the Director of SPAR and the Purchasing Agent

7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.

7.4 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 bidder or to solicit new bids.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 7.5 No increase will be effective until approved in writing by the Purchasing Agent.
- 7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.
- 7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.
- 8.0 AWARD CRITERIA
- 8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.
- 8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
- 8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.
- 8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.
- 8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- 8.2.4 The City reserves the right to conduct on-site inspections of any bidder=s facilities prior to award and the results of said inspection will be considered by the City in determining bidders= capabilities of successfully administering to this contract.
- 8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- 8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
- 8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
- 8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
- 8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
- 8.2.10 Product or parts inventory capability as it relates to a particular bid.
- 8.2.11 Results of product/equipment testing.
- 8.2.12 Warranty - Terms and Conditions.
- 8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 8.2.16 A record of amicable relations with labor.
- 8.2.17 An adequate supply of equipment in good operating condition.
- 9.0 Evaluation
- 9.1 Bids may be made for one lot only, or for as many lots as the bidder can supply.
- 9.2 Awards will be made by complete lots and may be made to one or more bidders.
- 10.0 Evaluation of Bids for Multiple Awards
- 10.1 In addition to other factors, bids will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards).
- 10.2 For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 11.0 Alternates
- 11.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.
- 12.0 REJECTION
- 12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 12.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of the City to do so.
- 12.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION
- 12.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.
- 13.0 Rejection of Lowest Bid
- 13.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.
- 13.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
- 13.3 Greater service costs for the low bid item.
- 13.4 Longer service time for the low bid item, which would cause longer down time of the item.
- 13.5 Proven reliability of the higher bid item.
- 13.6 Compatibility of the higher bid item with existing equipment.
- 14.0 DISQUALIFICATION REVIEW BOARD (City of Shreveport Code of Ordinances Sec. 26-265)
- 14.1 When a contractor has been given notice of possible debarment based upon Sec.26-265 and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the City=s Disqualification Review Board.
- 14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.
- 14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.
- 14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.
- 14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.
- 14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.
- 15.0 OPERATIONAL MANUALS
- 15.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.**

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

16.0 BRAND NAMES

16.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.

16.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

17.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney General=s Opinion No. 95-155)

17.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

18.0 PAYMENTS DUE THE CITY

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

18.1.1 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.

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

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

18.1.4 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

18.1.5 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.

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

18.1.7 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

19.0 GOVERNING PRICES

19.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

19.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

21.0 BID ENVELOPE

21.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

22.0 RECEIPT OF BIDS

22.1 The City does not receive bids on holidays and weekends.

23.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

23.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against the City, the City shall promptly notify Contractor, and Contractor shall defend such claim, in the City's name, but at Contractor's expense, and shall indemnify the City against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

END



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/E-VERIFY AFFIDAVIT

This document must be furnished by the lowest responsive Quoter in a separate envelope, or by fax, or e-mail not later than then 10 days after the quote opening. Failure to submit at the specified time may result in the quote being declared as non-responsive. Do not submit with your RFQ document.

RFQ Number: _____

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

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
1.1 Public bribery (R.S. 14:118)
1.2 Extortion (R.S. 14:66)
1.3 Corrupt influencing (R.S. 14:120)
1.4 Money laundering (R.S. 14:23)
2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
2.1 Theft (R.S. 14:67)
2.2 Identity Theft (R.S. 14:67.16)
2.3 Theft of a business record (R.S.14:67.20)
2.4 False accounting (R.S. 14:70)
2.5 Issuing worthless checks (R.S. 14:71)
2.6 Bank fraud (R.S. 14:71.1)
2.7 Forgery (R.S. 14:72)
2.8 Contractors; misapplication of payments (R.S. 14:202)
2.9 Malfeasance in office (R.S. 14:134)

3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a Quoter on the above project, does hereby attest that:

- 3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

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

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____ E-Mail Address: _____

Fax to: 318-673-5408 OR E-Mail to: angela.mcnicoll@shreveportla.gov (10-23-15)

FROM:

License # _____

PLEASE RUSH TO:

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

SEALED BID FOR:

IFB Number: IFB 20-005

Project Name: Delivered Unleaded Fuel

Opening Date: _____

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

SPECIFICATIONS

Scope of Work: To provide unleaded fuel for the golf courses maintained by Shreveport Parks and Recreation.

Unleaded fuel should be:

Ethanol - 10% or Lower

Regular 87 Octane or higher

Total mark-up per gallon to include taxes, fees, delivery, and overhead.

The delivery points for each location:

Huntington Park – 8300 Pines Rd.

Querbes Park – 3507 Beverly Pl.

The fuel should be delivered between the hours of 8:00 a.m. and 4:30 p.m., however with prior notification Contractor may arrange to deliver fuel during another time period.

The Contractor will furnish a toll-free telephone number or accept collect calls from the City of Shreveport to order fuel. The City of Shreveport normally orders fuel between the hours of 8:00 a.m. and 4:00 p.m. Central Standard Time.

The City of Shreveport is exempt from federal excise taxes.