

City of Shreveport



REQUEST FOR PROPOSALS

RFP 20-823

WASTEWATER FLOW MONITORING SERVICES

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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 (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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***Required for all RFPs**

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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 Fax 318/673-5408

September 4, 2020

RFP 20-823

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: October 6, 2020

PROPOSAL TITLE: **WASTEWATER FLOW MONITORING SERVICES – F20001**

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

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

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

The proposals must be signed 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, as well as one (1) redacted copy, if applicable (See Section 8.0) and a searchable electronic copy on two (2) separate CDs or USB flash drives.***
- 5.1 Proposals should be sent to:
 - 5.1.1 City of Shreveport
 - 5.1.2 Office of The Purchasing Agent
 - 5.1.3 Government Plaza-Suite 610
 - 5.1.4 505 Travis Street
 - 5.1.5 Shreveport, LA 71101-3042
- 5.1.6 STATE CONTRACTORS LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

6.0 QUESTIONS

- 6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 Email to Renee.Anderson@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: \$599,200.00

8.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

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

submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shreveport's right to use or disclose data obtained from any source, including the Proposer, without restrictions."

- 8.5 Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".
- 8.6 If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer's confidential data.
- 8.7 **If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**
- 8.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.
- 8.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 9.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

Part II

1.0 **INTENT**

1.1 It is the intent of the City of Shreveport to solicit proposals for Contractors to provide sanitary sewer flow monitoring services to support an update to the City's hydraulic model for its sewerage system.

2.0 **PROJECT BACKGROUND**

2.1 The City of Shreveport (City) is implementing a significant Capital Improvement Program (CIP) to address the requirements of a Federal Consent Decree (Case No. 5:13-cv-3065). The Consent Decree became effective on May 13, 2014.

3.0 **TERM OF CONTRACT**

3.1 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.

3.2 The initial metering period is desired to begin as early as November 2020. Based on when this contract procurement is complete, the City of Shreveport desires start no later than February 2021 for the initial 60-day metering period.

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 Department 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 **EVALUATION OF PROPOSALS FOR MULTIPLE AWARDS**

6.1 In addition to other factors, proposals will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards). 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.

7.0 **PERFORMANCE/PAYMENT/MAINTENANCE BONDS**

7.1 Acceptable Performance/Payment/Maintenance Bonds will be required of the **successful bidders** as follows:

7.2 When the total contract amount with alternates is \$50,000 or more, a 100% performance bond shall be required.

7.3 When the total contract amount with alternates is \$25,000 or more, a 50% payment bond shall be required.

7.4 When the total contract amount with alternates is \$20,000 or more, a two-year 10% maintenance bond shall be required.

8.0 **INSURANCE REQUIREMENTS**

8.1 See Appendix 4 for insurance requirements.

9.0 **BRAND NAMES (La. R.S. 38:2212 F- 2)**

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 Offerors to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective Offerors the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.

9.1 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.

10.0 **SAMPLES**

10.1 Samples may be required at anytime during the evaluation/approval process, and must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this proposal notice.

11.0 **PURCHASE ORDER REQUIREMENT**

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

12.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

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

13.0 **PAYMENTS DUE THE CITY**

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

13.1.1 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.

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

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

13.1.4 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

13.1.5 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.

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

13.1.7 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.

14.0 **ASSIGNMENT**

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

15.0 **UNSATISFACTORY WORK**

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

16.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

16.1 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

1.1 SCOPE OF WORK

- A. The City of Shreveport (City) is seeking a contractor to provide sanitary sewer system flow monitoring services. These flow monitoring services are intended to provide level, velocity and flow data that is representative of level and velocity of wastewater in the City's sewers during dry weather and wet weather. Raw data shall be within +/- 5% of actual field conditions measured on a weekly basis for all depth-velocity meters and bi-weekly for depth only meters. Flow metering data will be used to update the City's hydraulic model, evaluate effectiveness of ongoing inflow and infiltration mitigation, scoping of Capital Improvement Projects and assessing current collection system operating issues.
- B. The Scope of Work as part of this contract includes:
- i. Investigating proposed monitoring sites and confirming suitability
 - ii. Installing, calibrating, and maintaining temporary flow meters to include a combination of depth-velocity (area-velocity) meters and depth (level) only monitoring locations for a 60 day duration (up to a maximum of 120 days) at each site
 - iii. Perform weekly meter interrogations through confined space entry for all depth-velocity meters including sensor calibration, collecting of data and verifying monitor operations
 - iv. Perform weekly meter interrogations that may require confined space entry for all depth monitors including sensor calibrations, collecting of data and verifying monitor operations
 - v. Installing, calibrating, and maintaining between five (5) and 15 temporary rain gauges, for a minimum 60 day duration (up to a maximum of 120 days) at each site
 - vi. Performing weekly rain gauge interrogations to collect data, ensure operation and synchronization with the temporary flow meters
 - vii. Transmitting all raw data obtained as directed by the City's Program Management Consultant (PMC).
 - viii. The selected contractor will not be required to provide data analysis and/or reporting of the metering data. Data will be reviewed daily by the PMC through a flow monitoring dashboard. Contractor will be notified of necessary meter maintenance requests. All Flow Metering reporting will be completed by the City and/or PMC.

1.2 EXPERIENCED WORKERS

Supervisor of the field crews shall have received proper training in this function and have experience in performing flow monitoring including safe working practices, access to and descent into confined spaces, etc. Supervisor must have a minimum of 10-years' experience.

Crew Leaders/Field Supervisors shall have received proper training in this function and have experience in performing line cleaning including safe working practices and access to and descent into confined spaces, etc. No crew member shall enter confined spaces without the necessary certified training and at least one year experience.

1.3 SAFETY

- A. Safety and compliance with all OSHA confined space entry requirements will be strictly adhered to during all aspects of this Project. The Contractor shall provide written evidence of its safety program. The Contractor shall maintain an accurate inventory of safety equipment that will be used during the project including items used for traffic control, gas detection, confined space entry gear, backup rescue crews, etc.
- B. The Contractor must provide all necessary traffic control measures in accordance with the Manual on Uniform Traffic Control Devices.

1.4 RESPONSIBILITY FOR OVERFLOW

- A. It shall be the responsibility of the Contractor to schedule and perform its work as to result in no sanitary sewer overflows (SSOs). If flows are such that they interfere with the Contractor's ability to install the necessary equipment and/or perform necessary maintenance, the Contractor shall contact the City and/or PMC for further direction.

1.5 COORDINATION

- A. All meetings, scheduled or unscheduled, phone conversations, emails, or other forms of communication shall be considered incidental to the project and will not be measured for payment. The Contractors project manager shall expect to attend, at a minimum the following meetings:
 - i. Project Kickoff Meeting
 - ii. Site Reconnaissance Evaluation
 - iii. Bi-Weekly Progress Meetings
 - iv. Monthly Invoice Review Meeting
 - v. Project Closeout Meeting
 - vi. Information meetings, emails, phone calls and/or other forms of communications are expected to occur during the contract and may be initiated by the contractor's project manager, City, and/or PMC project manager.

1.6 TECHNOLOGY & EQUIPMENT REQUIREMENTS

- A. Temporary Depth-velocity (area-velocity) flow meters shall be manufactured by ISCO, MGD, ADS, Sigma, Marsh McBirney, or approved equal, and shall be equipped with a pressure and area velocity sensors. Accuracy shall be demonstrated from the manufacturer of the meter to be +/- 5 percent of actual flow, recorded in time intervals up to 15 minutes and will not be set to interpolate between missing data. The selected firm will be responsible for submitting certification results for each meter proposed to be used in the project of the date of the most recent manufacturer or field calibration and results. Temporary Depth only level sensors capable of providing depth only measurements with the same accuracy are also included within the scope of work. The Contractor shall submit the proposed metering technology and calibration, similar to that specified for depth-velocity meters.
- B. Rainfall data shall be collected by the Contractor by means of tipping bucket rain gauges. Each unit shall be approved by the PMC, shall provide real time synchronized to computer type memory bank, and shall be of the solid-state type. Whenever 0.01 inches of rain is collected, the tipping bucket shall empty, triggering an electronic counter. At the agreed upon time interval, the timer shall activate the computer and the number of counts shall be recorded on the memory bank.
- C. The flow meter and rain gauge data storage and clocks shall be compatible so each time interval of data shall be recorded synchronously with respect to each other meter and rain gauge deployed during the project.
- D. The Depth-Velocity meters, depth only sensors and rain gauges shall be capable of providing telemetry that can deliver data to a dashboard for review within 24-hours of acquisition. In the event a meter location cannot connect due to poor cell signal, the contractor will be responsible for acquiring data weekly and providing to the City. The City is seeking a monitoring solution that will provide City and/or PMC appointed staff access to this dashboard throughout the monitoring period.

1.6 TECHNOLOGY & EQUIPMENT REQUIREMENTS – CONT'D

- E. Remote telemetry (modems) capable of transmitting raw, unprocessed, flow and rainfall data from the flow meters, level sensors and rain gauges to the flow monitoring dashboard in 15-minute time steps at 24-hour time intervals will be required at all locations, where possible. Data will be integrated into a PMC specified dashboard environment which allows for remote monitoring of the flow data throughout the monitoring period. Depending on the metering technology selected, the PMC has dashboard for integration of ISCO metering and monitoring data. If the Contractor selects a metering technology not compatible with this dashboard technology, the Contractor will be responsible for providing the dashboard and access to all City or PMC appointed staff to monitor data throughout the monitoring period.
- F. Contractors will be required to acquire and use tablets, one per crew, that is capable of accessing ArcGIS Online through their own user accounts. The PMC will provide access to an ArcGIS Online Map which will provide access to collect and transmit electronic data of installation, calibration and maintenance records during the metering period.

1.7 SITE RECONNAISSANCE AND CONFIRMATION

- A. The PMC has selected initial locations for the flow meters and rain gauges. The PMC will provide hard copy figures and access to the ArcGIS online map to locate initial meter locations.
- B. The Contractor shall conduct a full field investigation, including manhole entry and photo documentation, of all sewers that may have a flow meter or level sensor installed. Site characteristics shall also be provided which includes site suitability characteristics (site access and hydraulic characteristics) of the proposed metering sites and suitability of rain gauge (clear and open secure areas) locations.
- C. The Contractor is responsible for confirming all data has transmitted to the ArcGIS online database and shall maintain a redundant logbook or field reconnaissance sheet for each flow monitoring and rain gauge location. The PMC will prepare FINAL Site Reconnaissance Reports & Logs based on information collected by the contractor. Contractor will not be responsible for any FINAL Report deliverables related to Site Reconnaissance but will be responsible for confirming all data has been transmitted into the PMC provide ArcGIS online map.
- D. Placement of meters in turbulent flow regimes will be unacceptable. Laminar flow is required for meter installations. Where possible, meters should be placed in locations that are not going to substantially impacted by wet well operating levels. Should a proposed meter or rain gauge site not be suitable, the Contractor will be responsible for proposing a new site that stills meet the general criteria of the collection system area identified for metering.

1.8 INSTALLATION

- A. Following PMC approval of the site, the Contractor shall install the flow meters and rain gauges in the selected locations. The PMC will provide a technical resource to aid the contractor with installation of the first flow meter and support in connecting to the PMC dashboard environment including all the necessary telemetry configurations.
- B. Contractor shall provide initial calibration data including manual level and velocity readings (calibration points) to be taken with independent instrumentation in the same plane where the probe will be capturing data to confirm that the meter is capturing data representative (+/- 5%) of actual field conditions. Flow meters will be set up to record flow data (depth, velocity and computed flow) at depth-velocity locations or depth (level) at level only monitoring locations at 15-minute time steps unless otherwise requested.
- C. Contractor shall provide physical characteristics including: pipe diameter, pipe type, pipe Asset ID, manhole depth (rim to invert), installation manhole ID, debris level (if any), and any other relevant installation deemed relevant by the contractor (comments) within the PMC provided ArcGIS Online Map and accessed through the Contractors tablet.

1.8 INSTALLATION - CONT'D

- D. The Contractor shall be responsible for light cleaning and the install site prior to meter installations and as needed during all subsequent site visits at no additional cost to the City. If a Site requires cleaning or repairs outside of the contractor's capabilities, the PMC Project Manager shall be notified. The PMC Project Manager shall provide necessary direction on how to proceed.

1.9 FIELD VISITS AND SITE MAINTENANCE

- A. Depth-velocity monitoring sites shall be visited weekly for site maintenance and calibrations.
- B. Depth (Level) only monitoring sites shall be visited bi-weekly for site maintenance and calibrations.
- C. Site Maintenance visits shall include equipment inspection, necessary cleaning and calibration measurements (level and velocity). All data collected as part of the site maintenance visits shall be recorded within the PMC provided ArcGIS Online Map and accessed through the Contractors tablet. Contractor responsible for confirming that all data has been transmitted to the ArcGIS Online Map. Contractor shall keep logbook of meter site visits as a redundant record. Data collection routes, time/day of data collection and calibrations should be staggered, as practical, to ensure a reasonable meter calibration across the full range of diurnal flows for each meter site.
- D. The PMC will be providing review of the raw, unprocessed data throughout the monitoring period within the dashboard. Telemetry shall be set-up to push data once every 24-hours. The PMC will include a review of Iso-Q lines and Iso-Froude lines within a depth-velocity scattergraph and a manning's equation plot including calibration points and raw data points to review the integrity of the data being acquired. The PMC will notify the Contractor of identified meter maintenance / site visit request based on this daily review. The Contractor shall be responsible for responding to meter maintenance requests within 48-hours of being notified of such by the PMC to limit the amount of meter downtime. The contractor shall be responsible for providing data collection as defined within Section 1.10 subparagraph C above.
- E. The Contractor shall maintain spare meters, parts and testing equipment to permit replacement of defective meters to ensure a reasonably continuous metering period.

1.10 METERING PERIOD

- A. An initial 60-day metering period is required. After the initial 60-day monitoring period, the City has the option to direct additional data collection and field calibration on a weekly basis for up to an additional 60 days. The City and/or PMC will determine when to pull the meters and rain gauges and advise the Contractor of that decision at least 7 days in advance of the meter data collection termination date. The Contractor will be responsible for installation of all meters within 5-business days of initial meter installation.
- B. Many of the meters within this metering program include meters that will be impacted by upstream/downstream flows. Collecting data at all meters in a series is critical to defining wastewater collection system response and confirming a volume balance. In the event, the Contractor is not able to install all meters within five (5) days, the 60-day metering period will not begin until all series specific meters are in place. The City and PMC will work with the Contractor to identify all of these locations to better define installation priorities. All meters impacted by upstream tributary flows will require a 60-day metering period with no more than five (5) days of metering performed without all in-series meters in place.

1.11 REQUIRED DELIVERABLES

- A. The Contractor will be responsible for supporting initial synchronization of the telemetry and dashboard so that City and PMC appointed staff is able to view the data being pushed from each meter location. In the event that the meter is not able to communicate due to telemetry issues, the meter site will be documented as such and data will be acquired on a weekly basis during weekly site visits and then delivered to the PMC on a weekly basis in a format to be defined by the PMC.

PART III – Cont'd

1.11 REQUIRED DELIVERABLES – CONT'D

- B. The Contractor will not be responsible for any data review, analysis and/or reporting. Raw, unprocessed flow data, as recorded by the meters and rain gauges, will be issued to the PMC through the dashboard environment or through the weekly flow submittal deliverables which will be uploaded to the dashboard.
- C. The Contractor will not be responsible for providing field logs in the event data transfer into the ArcGIS online mapping environment for all site installation and/or maintenance activities.

1.12 MEASUREMENT & PAYMENT

- A. Measurement & Payment for site reconnaissance, installation and removal of Depth-Velocity meters, Level Sensors and Rain Gauges will be paid one (1) time for each metering site. The City will not pay for relocation of the meter or rain gauge if the site has been deemed acceptable by the contractor during reconnaissance, but subsequent data being transmitted with unsatisfactory results. The City will pay for meter relocation if a meter or rain gauge needs to be relocated due to actions taken by the City and/or PMC. The firm shall bid based on two (2) meter size classifications, 8-inch to 16-inch and Greater than 18-inch for depth-velocity meters, one (1) Level only, and one (1) Remote Telemetry Installation which includes successful synchronization in the City's, PMC or other designated database.
- B. Remote Telemetry installation, synchronization & removal will be measured for payment one (1) time for each site. Payment will be issued based on a successful connection of the modems and synchronization to the City defined database/dashboard location. The City will not pay for relocation of the remote telemetry if the site has been deemed acceptable by the Contractor during reconnaissance, but subsequent data being transmitted with unsatisfactory results. The City will pay for relocation if remote telemetry installation needs relocated due to actions taken by the City and/or PMC
- C. Monthly Metering Maintenance/Equipment and Rain Gauge Maintenance/Equipment shall be one (1) pay item with a unit of measure (UOM) of meter-day or gauge-day. Payment per Meter-Day will be paid only when raw data transmitted to the assigned database/dashboard is received with no more than 10% of the data missing or not reported. Payment per Meter-Day during rainfall events will only be paid if depth and velocity measurements are captured during the peak system flow period during the rainfall event. Payment per Gauge-Day will not be measured and paid if at least 75% of the data is not transmitted to the assigned database/dashboard during each rainfall event. Any meter or rain gauge with greater than 25% of the received data to be missing on a monthly basis will not be measured for payment for the entire month. Raw data transmitted to the dashboard, without any post-processing or interpolation of the data will be the basis for payment.
- D. Remote Telemetry Maintenance & Data Delivery measured for payment based on meter-days for flow meters and gauge-days for rain gauges. Each successful day data is transmitted to the PMC dashboard, payment will be measured for the telemetry equipment. In the event batteries die and data does not get transmitted, payment will not be authorized for that day. Metering sites deemed incapable of connecting the modems due to cell service issues will not be paid for 'Remote Telemetry Maintenance & Data Delivery.
- E. Invoices shall be organized for payment by meter or gauge location and include number of meter days invoiced for that location and the total number of days for all meter locations within the month.

1.14 PAY ITEMS

Item No.	Item Description	Unit of Measure (UOM)
1	Site Reconnaissance, Installation & Removal (8 to 16-inch pipe diameters)	Each
2	Site Reconnaissance, Installation & Removal (18-inch and greater pipe diameters)	Each
3	Site Reconnaissance, Installation & Removal (Level Only Sensor)	Each
4	Site Reconnaissance, Installation & Removal (Rain Gauge)	Each
5	Remove Telemetry Installation/Synchronization & Removal	Each
6	Metering Maintenance & Equipment Meter-Days (8 to 16-inch pipe diameters)	Meter Days
7	Metering Maintenance & Equipment Meter-Days (18-inch and greater)	Meter Days
8	Metering Maintenance & Equipment Meter-Days (Level Only Sensor)	Meter Days
9	Rain Gauge Maintenance & Equipment Gauge-Days	Gauge Days
10	Remote Telemetry Maintenance & Data Delivery Meter-Days (Flow Meters & Level Sensors)	Meter Days
11	Remote Telemetry Maintenance & Data Delivery Meter-Days (Rain Gauge)	Meter Days

PART IV- EVALUATION CRITERIA

RFP#: 20-823 Title of RFP: Wastewater Flow Monitoring Services

Evaluator: _____ Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1*	Cost Effectiveness and reasonableness of Offerors Proposed Fee.	0-40	
2	Qualifications of Project Personnel and Capacity of Offeror to commit a capable staff and support for a project of this size under the time constraints identified in the RFP.	0-25	
3	Offerors commitment to meet Fair Share Requirements.	0-20	
4	Experience and capacity of Offeror, including recent experience and related experience.	0-15	
	Point Total	0-100	

TOTAL POINTS: 100 Points

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

PART V

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

1.0 SUBMISSION REQUIREMENTS & CHECKLIST

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

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

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

CITY OF SHREVEPORT

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

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

1.0 DEFINITIONS

- 1.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs.
- 1.2 **Contractor**-shall mean prime contractor for IFBs, RFPs, and RFQs. For RFSs, **Contractor** shall mean Prime Consultant.
- 1.3 **Offeror**-shall mean a person who submits an RFP.
- 1.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSs, Subcontractor shall mean Sub consultant.
- 1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**
- 1.5.1 City of Shreveport Fair Share Office... 318-673-5009
- 1.5.2 505 Travis Street
- 1.5.3 Shreveport, LA 71101
- 1.5.4 FSC Application Affidavits maybe downloaded at:
http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf
- 1.6 **DBE**- is Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects). DBE- a group that is defined by the Government as presumptively disadvantaged by provisions of CFR 49.
- 1.7 **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>
- 1.8 MBE-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendors Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <https://www.shreveportla.gov/140/Bids-RFPs>

2.0 PURPOSE OF THE PROGRAM

- 2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.
- 2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC or DBE subcontractors.
- 2.3 All efforts must be documented.
- 2.4 Direct commodity purchases made by the City are exempt from the program.

3.0 FAIR SHARE CONTRACT CLAUSES

- 3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.
- 3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at www.shreveportla.gov, and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.
- 3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.
- 3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5009 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.
- 3.2 Prompt Payment Clause
- 3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.

- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) business days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) business days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor=s failure to make timely payment to the subcontractor.
- 3.6 **Fair Share Certified (FSC) or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS**
- 3.7 **PRE-BID EFFORTS REQUIRED REGARDING FSCs or DBEs**
- 3.8 Bidders are **required** to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/Forms/Fairshare/index.asp> Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>
- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.
- 3.12 Who to contact
- 3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders

must contact:

3.12.2 Every FSC or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and

3.12.3 In addition to the above, a minimum of five (5) other FSC or DBE firms.

3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.

3.13 When to contact

3.13.1 All Bidders must provide project information to FSC or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractors bids are due.

3.13.2 The first documented contact with each FSC or DBE firm must be at least seven (7) working days before bid opening.

3.14 How to contact

3.14.1 First contact: Bidders shall contact FSC or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC or DBE firm contacted to determine if a bid will be submitted or if further information is required.

3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.

3.15 What information must be provided

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

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

4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.

4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC or DBE for the work to be performed by that subcontractor.

4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

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

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

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

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

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as the apparent lowest construction/service provider bidder, or his/her bid **will** be declared non-responsive.

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

- 5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.
- 6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**
- 6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSCs or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs or DBEs to participate effectively?
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSCs or DBEs to determine certainty whether the FSCs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs or DBEs with adequate information about the plans, specifications, and requirements of the contract?
- 6.2.7 Did the contractor negotiate in good faith with interested FSCs or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?
- 6.2.8 Did the contractor make efforts to assist interested FSCs or DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor?
- 6.2.9 Did the contractor effectively utilize the services of available community organizations; contractors groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of FSCs or DBEs?

END

PART VI
RFP NO. _____

EXHIBIT A

PAGE _____ of _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

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

SCHEDULE OF EVENTS

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

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

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	

COST PROPOSAL

Item #	Description	Quantity	Unit	Unit Price	Extended Cost
1	Site Reconnaissance, Installation & Removal (8-inch to 16-inch Pipe Diameters)	36	Each		
2	Site Reconnaissance, Installation & Removal (18-inch and greater Pipe Diameters)	24	Each		
3	Site Reconnaissance, Installation & Removal (Level Only Sensors)	40	Each		
4	Site Reconnaissance, Installation & Removal (Rain Gauge)	8	Each		
5	Remote Telemetry Installation / Synchronization & Removal	108	Each		
6	Metering Maintenance & Equipment (8-inch to 16-inch Pipe Diameters)	2160	Per Meter- Day		
7	Metering Maintenance & Equipment (18-inch and greater Pipe Diameters)	1440	Per Gauge- Day		
8	Metering Maintenance & Equipment (Level Only Sensors)	2400	Per Gauge- Day		
9	Rain Gauge Maintenance & Equipment	480	Per Gauge- Day		
10	Remote Telemetry Maintenance & Data Delivery (Meters & Level Sensors)	6000	Per Meter- Day		
11	Remote Telemetry Maintenance & Data Delivery (Rain Gauge)	480	Per Gauge- Day		
Grand Total					

OFFERORS CERTIFICATIONS

Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any grant or contract within any grant or contract within the past twelve months?

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

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

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

Title

Company

Authorized Signature (typed/printed)

State Contractors License Number

Telephone

Fax Number

Emergency Number(s)

Date

Email Address

Offerors Federal Employer I.D. Number

FROM: _____

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

PLEASE RUSH TO:

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

SEALED PROPOSAL FOR:

RFP Number: 20-823

Project Name: Wastewater Flow Monitoring Services

Opening Date/Time: _____

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

EXHIBIT F

City of Shreveport
COMPLIANCE AGREEMENT-FSC FORM 1

RFP# 20-823 (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: _____

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)

Name of Prime Contractor

and that I have personally reviewed the material and 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: Purchasing Division P.O. Box 31109 | Shreveport, LA 71130
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.

City of Shreveport FELONY CONVICTION/E-VERIFY AFFIDAVIT

Project Title: _____

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Bidder 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 Bidder 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: _____

APPENDIX 4

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

Give a copy of these requirements to your agent.

- 1.1 Definitions
- 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 companys 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.

APPENDIX 4 – CONT'D

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 attorneys 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

APPENDIX 4 – CONT'D

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.**

APPENDIX 4 – CONT'D

- 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.

Revised 10/17/16 - Contractors Requirements