

City of Shreveport



REQUEST FOR PROPOSALS

RFP 20-824

City of Shreveport Recycling 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 15, 2020

RFP 20-824

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: October 13, 2020

PROPOSAL TITLE: **City of Shreveport Recycling Services**

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. Five (5) 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

6.0 QUESTIONS

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

7.0 EXPENDITURE

- 7.1 Estimated Expenditure: \$1,900,000.00

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

INTRODUCTION

1.0 **INTENT**

1.1 It is the intent of the City of Shreveport to solicit proposals for curbside recycling for approximately 61,000 eligible households. The vendor is to provide this service every other week.

2.0 **TERM OF CONTRACT**

The primary term for services pursuant to this agreement is three (3) years for the date of execution thereof. The City of Shreveport reserves the right to renew any resultant contract(s) in two (2) one year increments, if mutually agreeable with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

3.0 **PRICE CHANGES**

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

4.0 **AWARDS**

4.1 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.

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

5.1 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 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.

5.2 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.

6.0 **SAMPLES**

6.1 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.

7.0 **PURCHASE ORDER REQUIREMENT**

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

8.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

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

9.0 **PAYMENTS DUE THE CITY**

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

9.1.1 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.

- 9.1.2 No contract to which the city is a party shall be awarded to any person who:
- 9.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
- 9.1.4 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
- 9.1.5 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.
- 9.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 9.1.7 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.

10.0 **ASSIGNMENT**

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

11.0 **UNSATISFACTORY WORK**

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

12.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

PART III

SCOPE OF WORK

1.0 **CITY-WIDE CURBSIDE RECYCLE COLLECTION SERVICE**

- 1.1 The Proposer will provide curbside collection services for recyclables every other week either through utilization of a third-party or through its own vehicles and employees.
- 1.2 The Proposer must provide educational programs and public service announcements to try to increase participation levels in the collection program at their own expense.
- 1.3 The City will provide approximately sixty-four (64) gallon roll out containers for each collection point and will maintain containers during the life of this agreement.
- 1.4 The Proposer agrees to collect all single stream recyclables weekly, at curbside, unless backdoor collection is required for the infirm and/or handicapped per the list that is maintained and supplied to the contractor by the City.
- 1.5 Recyclables to be collected through the curbside collection program will include waste paper, metal, plastic containers, and any other items typically collected for recycling in municipal single stream residential recycling programs as technology and markets for recyclable materials make commercially reasonable. The specific items eligible at any particular time shall be determined by the Proposer and shall be set forth in written guidelines approved by the City and these guidelines will be disseminated to the participating residents, as modified from time to time.
- 1.6 All backyard collection customers will locate their container so that it is not inside a fenced area, inside a garage or carport, on a patio, or inside of any enclosure unless such enclosure is designed specifically for any such solid waste container. No new backyard customers are allowed unless a letter is submitted from a physician,
- 1.7 Residential customers not receiving backyard collection will set all their properly containerized recycle at the curbside or street side not to exceed ten feet from the edge of the curb or street.
- 1.8 Containers will be set out by residents prior to 7:00 a.m. on the day of collection to assure that their recycle is collected.
- 1.9 The Proposer will coordinate with the solid waste collection contractor to arrange pick up and rescheduling on the same day as solid waste, **including adjustments to coordinate with the City's Holiday Schedule, see 1.18.**
- 1.10 **Exclusive Agreement**
- 1.11 The selected contractor shall have the right, to the exclusion of other recycle haulers, to provide residential recycle collection during the effective term of the contract.
- 1.12 The only apartment, townhome or trailer park complexes included in the contract, shall be those being currently collected or that request service in the future, along with permission to operate collection vehicles on their streets.
- 1.13 The City of Shreveport will be responsible for purchasing any bins needed for this purpose and will also perform all maintenance
- 1.14 The selected contractor shall possess or procure packer trucks equipped with lifter units compatible with the wheeled bins mentioned above.
- 1.15 The selected contractor will not be responsible for the collection of recycle in areas which are temporarily flooded or rendered inaccessible by natural or manmade causes.
- 1.16 The selected contractor will collect City of Shreveport's recycle in 25 yard packer units, unless other collection vehicles are mutually agreed upon.
- 1.17 The address of the recycle facility to which collection will be delivered shall be provided with the Offeror's proposal.
- 1.18 Collection schedules may be varied during weeks in which holidays occur and are observed by the City of Shreveport. The holidays which shall be observed are New Year's Day, Martin Luther King Day, Presidents Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- 1.19 Services to each customer will be provided at least once per week during holiday weeks. Notice of schedule changes will be provided to the citizens of Shreveport in advance for proper advertisement through media outlet.
- 1.20 Regular collection schedules may be altered due to severe weather conditions or other unforeseeable events. This will be done only by mutual agreement. It is mutually recognized that recycle collection methods and

technology may change during the term of the contract and any changes which significantly affect service will be mutually agreed upon before being implemented.

1.21 **Hours of Operation**

1.22 Collection of solid waste by the selected contractor shall not start before 7:00 a.m. or continue later than one hour after sunset except when both parties agree and it is necessary in order to complete collection in an existing route due to unforeseen circumstances.

1.23 **Customer Service**

1.24 Customer service problems affecting City of Shreveport will be resolved promptly and courteously by the selected contractor and its employees.

1.25 The selected contractor will keep any records reasonably required by the City of Shreveport concerning complaints and will keep the appropriate City of Shreveport officials advised of any unresolved problems or any other condition which affect the satisfactory delivery of service. A report will be e-mailed to City of Shreveport each day by 10:00 AM concerning the previous days service (Tonnage collected, complaints resolved, unresolved complaints, etc.)

1.26 The City of Shreveport reserves the right to audit contractor's records with three days notice.

1.27 The selected contractor will agree to clean up any spills on public rights-of-way within Shreveport associated with mechanical problems of the packer units.

1.28 All missed pick-ups whether contractor or customer error, must be resolved within the business day following the complaint, including Saturday.

1.29 **Materials Accepted**

1.30 The approximately 64 gallon rollout carts which have been delivered to residents will continue to be the primary container for the collection of household recycle. They may be supplemented, if necessary, by any other container described below.

1.31 Plastic bags may be used to supplement the carts provided that the bags are of a minimum of 1.5 millimeters thick and securely tied, and have a capacity of no more than 35 gallons.

2.0 **Alternative Service #1: Individual Subscription Service**

2.1 Every other week curbside collection service, the same scope as City-Wide Curbside Collection Service, provided to and charged to citizens by contractor at a per household price. All bins will be supplied by the City. Contractor will pay the City a fee for each bin.

3.0 **Alternative Service #2: Set-Rate Service**

3.1 Provide proposed project plan using Exhibit A to include the level of service your firm can offer for an annual fee \$1.9 million.

PART IV- EVALUATION CRITERIA

RFP#: 20-824 Title of RFP: City of Shreveport Recycling Services

Evaluator: _____ Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1	Soundness of Offerors approach to the problems and needs presented by the project, including Offerors methodology for achieving specific tasks and objectives.	0-25	
2	Experience and capacity of Offeror, including recent and related experience.	0-25	
3	Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond.	0-20	
4*	Cost effectiveness and reasonableness of Offerors proposed fee.	0-20	
5	Offerors commitment to meet Fair Share Requirements.	0-10	

TOTAL POINTS: 100 Points

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

PART V

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

- 1.0 SUBMISSION REQUIREMENTS & CHECKLIST – Provide the following for **EACH** type of service proposed.
- 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 an email address.
- 1.1.4 ___ Provide number of years in business, office location, email address, and financial stability of company.
- 1.1.5 ___ Briefly state your firms understanding of the work to be done, and make positive commitment to perform the work.
- 1.1.6 ___ Identify your proposals principal strengths and weaknesses.
- 1.1.7 ___ Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
- 1.1.8 ___ 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.
- 1.1.9 ___ Provide the address of the recycle facility to which collection will be delivered.
- 1.1.10 ___ 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. 20-824

EXHIBIT A

Type of Service Proposed (see page 19) _____

Provide a separate Exhibit A with **EACH** type of service proposed.

PAGE _____ OF _____

COMPANY _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

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

Type of Service Proposed (see page 19) _____

Provide a separate Exhibit B with **EACH** type of service proposed.

PAGE _____ OF _____

COMPANY _____

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.

Step #	Schedule of Events	Time Required	Person Assignment
--------	--------------------	---------------	-------------------

Type of Service Proposed (see page 19) _____

Provide a separate Exhibit C with EACH type of service proposed.

PAGE _____ OF _____

COMPANY _____

OFFERORS EXPERIENCE

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	

Type of Service Proposed (see page 19) _____

Provide a separate Exhibit D with **EACH** type of service proposed.

PAGE _____ OF _____

COMPANY _____

PERSONNEL STAFFING

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

City of Shreveport Recycling Service

Contractors may submit a proposal on any or all of the following.

Provide separate packet with submission requirements for **EACH** type of service proposed.

Selection Proposed	Type of Service		Tipping Fee
<input type="checkbox"/>	Citywide Curbside Recycling Service		\$ _____

<input type="checkbox"/>	Alternative Service #1 Individual Subscription Service	Number of Households Required	Bin Fee per Household (choose one)		\$ _____	
		_____	\$ _____	One Time		\$ _____
			\$ _____	Monthly		
			\$ _____	Annually		

<input type="checkbox"/>	Alternative Service #2 Set-Rate Service (\$1.9 Million)		
--------------------------	--	--	--

**COST PROPOSAL cont.
ACKNOWLEDGEMENTS**

_____ (initial)

_____ (initial)

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: 20-824

Project Name: City of Shreveport Recycling 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# 20-824 (Revised 9-10-07)

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

- 1.0 It has not discriminated against any FSC, S/DBE, or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 Failure to provide information may result in a loss of the bidder's bid bond.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. **See UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, S/DBE, or DBE subcontractors.

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

By: _____

Signature of Authorized Owner or Representative

Title

Date

Print Name: _____

APPENDIX 1, Form 2

City of Shreveport UTILIZATION/CONTRACT TRACKING-FSC FORM 2

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

1. RFP # 20-824 2. Project Name City of Shreveport Recycling Services
 3. Prime Contractor _____ 4. Bid Amount of Total Project (\$) _____
 5. Prime Contractor's Federal Tax ID # _____ Change Order? Yes or No C/O # _____

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

Prime Contractor's Signature _____ Date: _____ Phone: _____
 Project Mgr. Signature: _____ Date: _____ Fair Share Office Approval: _____ Date: _____

City of Shreveport

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: City of Shreveport Recycling Services RFP Number: 20-824

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



RFP # 20-824 PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

[NOTE: Pursuant to the City of Shreveport's Fair Share Program for Equal Business Opportunity, established by Ordinance No. 105, 1999, 7-27-99, DBE firms participating in the Program must have current certification status prior to award of a contract where they are counted towards subcontracting participation. If the City of Shreveport determines that a firm is not an eligible DBE firm, that firm is advised to immediately submit a completed certification application to the State of Louisiana, Department of Transportation and Development, LAUCP Section, P.O. Box 94245, Baton Rouge, LA 70804-9245 for consideration on subsequent projects.

- 1. Name of Project _____
2. Name of offeror/prime contractor _____
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply", "install" or "perform particular services"):

_____ at the price of \$ _____

(Name of DBE/FSC Firm) (Date)

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

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I, _____ am the duly authorized representative of (Circle one-Owner/Authorized Agent)

_____ and that I have personally reviewed the material and Name of Prime Contractor

facts set forth in this Letter of Intent to Perform. To the best of my knowledge, information, and belief, the facts in this form are true, and no material facts have been omitted.

Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a DBE or FSC in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name (Name of Prime Contractor company/firm -Print or Type)

(Signature of Owner or Authorized Agent) (Date)

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

APPENDIX 1, Form 6

City of Shreveport

RFP# 20-824 PROJECT City of Shreveport Recycling Services

CONTRACT VERIFICATION-DBE/FSC FORM 6

To be used for Architecture/Engineering, Construction & Service Contracts. This document must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor. **The Notice to Proceed will not be issued until this form is received by the Project Manager for the City.** Project Manager sends copy to the Fair Share Office and Purchasing Division.

Is there a possibility other subs will be reported at a later date? Yes/No (circle one). Revised 6-2-10.

By signing this document, the contractor hereby certifies, understands, and affirms that he/she has signed a contract (includes signed proposal, signed purchase order, or written contract) with the following subcontractors:

LIST ALL SUBCONTRACTORS WITH SIGNED CONTRACTS	*ALREADY LISTED ON FORM 2 (YES OR NO)	REPLACES THIS SUB THAT WAS LISTED ON FORM 2	SIGNED CONTRACT AMOUNT \$

***If answer is no list sub they replaced in the next column and attached a revised Form 2.**

The City reserves the right to require the contractor to produce or provide copies of any/all contracts listed. Pursuant to the City of Shreveport Ordinance, No. 105, 1999, 7-27-99, Sec. 2-414, Intentional failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action. Further, any person [entity] who makes a false or fraudulent statement in connection with participation of a **DBE** or **FSC** in any City of Shreveport contract may be referred for debarment procedures from subsequent contracts with the City of Shreveport.

I do solemnly swear or affirm that the signatures contained herein and the information provided by the Prime Contractor are true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

Circle One (Owner/ Authorized Agent) Type or Print Name

(Name of Prime Contractor company/firm -Print or Type)

(Signature of Owner or Authorized Agent)

(Physical Address)

(Phone Number)

(Date)

(Email Address)

(Fax Number)



AFFIDAVIT

ATTESTING THAT ENTITY OR PERSON DOES NOT OWN ADJUDICATED OR LIEN PROPERTY AND DOES NOT OWE OUTSTANDING DEBT TO CITY

** This affidavit is submitted to document compliance with Shreveport City Code 26-211. **

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared

_____ authorized representative of:

_____ with a Federal Tax Identification Number (EIN) of:

_____ and with a current email address of:

_____ who does hereby state as follows, to-wit:

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____
Printed Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME, this ____ day of _____, 20____.

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail original affidavit via U.S. mail 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.

** Form Revised 12/19/2019 **

APPENDIX 3

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

This document must be furnished with your proposal. Failure to submit at the specified time may result in the proposal being declared as non-responsive.

RFP Number: 20-824

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

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- 1.1 Public bribery (R.S. 14:118)
- 1.2 Extortion (R.S. 14:66)
- 1.3 Corrupt influencing (R.S. 14:120)
- 1.4 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project 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 proposer 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: shay.meadows@shreveportla.gov (10-23-15)