

City of Shreveport



REQUEST FOR QUOTE

Lawn Care Services

(RFQ) #21-502

MOWING CONTRACT FOR OFF-AIRPORT PROPERTIES

INDEX OF RFQ FORMS	Any Reference to Bid shall mean Quote. Any reference to bidder shall mean Quoter.	Page Numbers
Request for Quotes (DO NOT RETURN WITH QUOTE)		2
Price Schedule/Signature Page (COS RFQ FORM #1)		3-4

NOTE: THE COS RFQ FORM LISTED ABOVE SHOULD BE RETURNED WITH YOUR QUOTE. IF ANY OF THE ABOVE COS RFQ FORMS ARE OMITTED, THEN YOUR QUOTE MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

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

Special Instructions/Provisions	5-8
Standard Contract	9-17
Insurance & Bond Requirements	18-20
Fair Share Program Requirements	21-24
Adjudicated Property Affidavit	25
Felony Conviction Statement	26
Format for the Return Envelope	27
Specifications	28-31

INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

- 1.0 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.
- 2.0 **The CONTRACT VERIFICATION-DBE/FSC FORM 6, Appendix B**, must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor.
- 3.0 **The Felony Conviction/E-Verify Affidavit** must be submitted by the lowest responsive Quoter after the opening.

Revised 12-04-19

AN INVITATION FOR YOU TO RESPOND WITH A WRITTEN OR ELECTRONIC QUOTE

Posted Date: **January 13, 2021**

DO NOT RETURN THIS PAGE-FAXED OR E-MAILED QUOTES NOT ACCEPTED

REQUEST FOR QUOTE (RFQ)

City of Shreveport

Wendy Wagnon, CPPO
Purchasing Agent
Phone (318) 673-5450



QUOTES MUST BE DELIVERED TO:

City of Shreveport
Office of the Purchasing Agent
Government Plaza-Suite 610
505 Travis Street
Shreveport, LA 71101-3042

**OR GO TO BIDSINC.COM TO
SEND ELECTRONIC
QUOTE**

QUOTE MUST BE RECEIVED NOT LATER THAN 3:00 P.M. ON:

January 28, 2021

THEN PUBLICLY OPENED

THIS IS NOT AN ORDER

Quote Number

RFQ# 21-502

QUOTE TITLE:

MOWING CONTRACT FOR OFF-AIRPORT PROPERTIES

PREQUOTE CONFERENCE: N/A

E-MAIL QUESTIONS TO:

Dereka.Abner@shreveportla.gov

7 working days before the opening or fax to:
(R.S. 38:2295 C)

318-673-5408

QUOTE BOND IS NOT REQUIRED.

Estimated Expenditure:

\$22,000

Quotes received after the time specified for opening cannot be considered for an award.

ELECTRONIC QUOTES/QUOTE NOTICES

Quote notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveports listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general RFQ information and **receive bid/quote notices by e-mail**, you will have to register with BidSync. **Registration is free.** Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy [R.S. 38-2212(A)(1)(F) and R.S. 2212.1(B)(4)]. If you wish to view/download the entire quote package and submit electronic quotes, you may do so for a fee. Vendors/Contractors who decide to submit e-bids will also have to pay an annual fee for a digital signature. **It takes about two weeks to get a digital signature.** *Allow additional time to set up the digital signature in BidSync.* The City will only be allowed to view the vendors prices after the time has passed for the receipt of Quotes.

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

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

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the quote opening at (318) 673-5450

COS RFQ F ORM #1-PRICE SCHEDULE/SIGNATURE PAGE (04-25-19)

RFQ #21-502 TITLE: MOWING CONTRACT FOR OFF-AIRPORT PROPERTIES

ITEMS BELOW TO BE COMPLETED BY QUOTER

TO THE PURCHASING DIVISION, CITY OF SHREVEPORT, LOUISIANA

The undersigned bidder hereby proposes to perform all requirements of a Contractor as set forth in the Contract Documents for **LAWN CARE SERVICES – AIRPORT PROPERTIES** - in a proper and workmanlike manner, all in accordance with the terms and specifications which are a part of this Request for Quotations, or any alteration, amendment, or addendum which may become a part of this Request for Quotations, and upon the terms and conditions or the specifications adopted by the City Council, and the rules and regulations of the City and under the direction of the **AIRPORT PROPERTIES** or his/her authorized representative(s), at the following unit price(s):

ITEM #	SERVICES	U/M	Number of cuts	Price Per Cut	TOTAL PRICE
1	ROBIN HOOD STREET	EA.			\$
2	MILES STREET	EA.			\$
3	POWELL STREET	EA.			\$
4	CROSBY STREET	EA.			\$
5	MAYFIELD STREET	EA.			\$
6	HOLLYWOOD AVENUE	EA.			\$
7	ROBERTS STREET	EA.			\$
Is your COS Occupational License Current? Certificate of Occupancy Current?					\$
GRAND TOTAL					\$
The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 7, Price Changes, in the Special Instructions to Bidders herein.					

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation or business and has read Sections 10, 20, & 40 as referenced on the previous page. In accordance with the Fair Share Requirements, the bidder assures the City that he/she will meet or exceed the Fair Share goal, or if cannot meet the required goal, the bidder will assure the City that he/she will document good faith efforts made toward meeting the goal requirement. **THE FAIR SHARE GOAL IS 25%**

COMPANYS NAME/ADDRESS:	The Quoter acknowledges receipt of the following ADDENDA:
AUTHORIZED SIGNATURE(MANUAL):	AUTHORIZED SIGNATURE(TYPED OR PRINTED):
TITLE:	DATE:
PHONE NUMBER(S):	E-MAIL ADDRESS:
LOUISIANA CONTRACTORS LICENSE NUMBER (If required):	

THE CITY RESERVES THE RIGHT TO MAKE AWARD ON ALL OR ON SINGLE LINE ITEMS ABOVE, WHICHEVER IS MOST ADVANTAGEOUS TO THE CITY, COST, AND OTHER FACTORS CONSIDERED.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS

- 1.0 STATE CONTRACTOR'S LICENSE (Insert clause, if required)
- 2.0 PERMITS, TAXES AND FEES
- 2.1 All Quotes submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies.
- 3.0 CLARIFICATION/SUBSTITUTION REQUESTS
- 3.1 Quoters requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.
- 3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Request for Quote.
- 3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of quotes will be given consideration.
- 3.4 Every interpretation made to a Quoter will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agent's office.
- 3.4.1 All such addenda shall become part of the Contract Documents and all Quoters shall be bound by such addenda.
- 3.4.2 The City shall not be legally bound by an addendum or interpretation that is not in writing.
- 3.4.3 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled quote opening then the opening of quotes shall be extended at least seven but not more than twenty-one working days. (Louisiana R.S. 38:2212-C-2).
- 3.4.4 **It shall be the Quoter's responsibility to make inquiry as to the Addenda issued.**
- 4.0 CHANGE ORDERS
- 4.1 All Public Works' contracts shall contain provisions authorizing the issuance of Change Orders within the scope of the project and any such Change Orders shall be in writing.
- 5.0 EXISTING CONDITIONS
- 5.1 Quoters are cautioned not to submit their quotes until said plans, specifications, and profiles have been carefully examined by them.
- 5.2 Each quoter shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this quote.
- 5.3 It is expected that this will sometimes require on-site observation.
- 5.4 The failure or omission of a quoter to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this quote or to the contract.
- 6.0 BID BOND (Not Required)
- 7.0 PERFORMANCE/PAYMENT/MAINTENANCE BOND (Not Required)
- 8.0 COST OF PLANS (N/A)
- 9.0 AWARD CRITERIA
- 9.1 Award will be made to the lowest responsible and responsive quoter(s) according to the criteria designated in the Invitation for Quote.
- 9.2 In addition to price, the Quote Evaluation will include the following factors (as they apply):
- 9.2.1 The quality of performance/workmanship of previous contracts, or references which attest to the specific experiences of others.
- 9.2.2 The timely completion of previous contracts, or references which attest to the specific experiences of others.
- 9.2.3 The sufficiency of financial resources and its impact on ability of the quoter to perform the contract.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS

- 9.2.4 The City reserves the right to conduct on-site inspections of any quoter's facilities prior to award and the results of said inspection will be considered by the City in determining Quoters' capabilities of successfully administering to this contract.
- 9.2.5 The ability and availability of the quoter to provide quality and timely maintenance, service, and/or parts.
- 9.2.6 The cost of maintenance and operational costs.
- 9.2.7 The availability and capability of local support as it affects the quantity, quality, and timeliness of the work required.
- 9.2.8 The timely completion of a project as stated in the quote.
- 9.2.9 Substantial compliance or noncompliance with specifications set forth in the quote as determined by the City.
- 9.2.10 Product or parts inventory capability as it relates to a particular quote.
- 9.2.11 Results of product/equipment testing
- 9.2.12 The warranty - Terms and Conditions.
- 9.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 9.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 9.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 9.2.16 A record of amicable relations with labor.
- 9.2.17 An adequate supply of construction equipment in good operating condition.
- 10.0 ALTERNATES
- 10.1 If alternates are listed on the Quote Schedule, it is the intent of the City, if the City accepts any Alternates, to accept them in the order in which they are listed in the quote form.
- 10.2 The low quoter shall be determined on the basis of the sum of the base quote and the Alternates accepted.
- 11.0 AWARD
- 11.1 The Purchasing Division will make award to one quoter for the total job.
- 12.0 REJECTION
- 12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a quote, or to procure or contract for the articles of goods or service.
- 12.2 The City reserves the right to waive minor informalities, to accept or reject any or all quotes received as a result of this request, or to cancel in part or its entirety this quote, if it is in the best interest of the City to do so.
- 12.3 The City of Shreveport reserves the right to declare any quote non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance of the SPECIFICATIONS.
- 13.0 REJECTION OF LOWEST QUOTE
- 13.1 Substantial negative findings from the Award Criteria, as listed above, may result in the disqualification of the lowest quoter, if in the best interest of the City of Shreveport.
- 14.0 DISQUALIFICATION REVIEW BOARD (La. R.S. 38:2212 J- 1 & 2/ City of Shreveport Code of Ordinances Sec. 26-265)
- 14.1 When a contractor has been given notice of possible disqualification based upon La. R.S. 38:2212 et. seq., and/or debarment based upon Sec.26-265, the contractor may submit a written appeal to the Purchasing Agent for review by the City's Disqualification Review Board.
- 14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.
- 14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS

- 14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent and the Director of Using Department.
- 14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.
- 14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.
- 15.0 CIVIL RIGHTS ACT
- 15.1 During the performance of the contract, the Contractor will comply with Title VI and Title VII of the Civil Rights Act of 1964 (as applicable) in regard to nondiscrimination and equal employment opportunity.
- 15.2 The major emphasis of this Act is as follows and is in accordance with Appendix "A" of the Specifications.
- 16.0 PUBLIC CONTRACT AFFIDAVIT
- 16.1 Successful quoter shall file an affidavit attesting that the public contract was not secured through employment or payment of a solicitor as required by Louisiana Revised Statutes 38:2224, in accordance with Appendix "B" of the enclosed contract.
- 17.0 PARTIAL PAYMENTS (N/A)
- 18.0 SAFETY
- 18.1 Successful quoter will be in compliance with the "Safety and Health Regulations for Construction" as set forth in the United States Department of Labor, Bureau of Standards.
- 18.2 The contractor agrees that the prevention of accidents to workmen engaged in the work under this agreement and to members of the public is a responsibility of the contractor.
- 18.3 The contractor agrees to comply with the Occupational Safety and Health Act of 1970 and all other laws, regulations, and codes concerning safety, as shall be applicable to the work established by the City of Shreveport during the progress of the work.
- 18.4 When so ordered by a City representative, the contractor agrees to stop any part of the work which the City representative deems unsafe until corrective measures are taken, and the contractor further agrees to make no claim for damages growing out of such stoppages.
- 18.5 Should the contractor neglect to adopt such corrective measures, the City may perform them and deduct the cost thereof from any payment due, or to become due, to the contractor.
- 18.6 Failure on the part of the City representative to stop unsafe practices shall in no way relieve the contractor of his/her responsibilities for the safety of employees or the public.
- 18.7 The City of Shreveport Loss Prevention Office shall conduct "No-Notice" safety inspections as deemed necessary.
- 18.8 The contractor is responsible for protecting his/her employees from all hazardous chemicals known to be present, including those brought on site by the contractors.
- 18.9 Contractors who bring hazardous chemicals on site shall provide the Loss Prevention Office with a list of these chemicals, to include a copy of the material safety data sheet.
- 19.0 LICENSES, PERMITS, INSURANCE, AND TAXES
- 19.1 All costs for required licenses, permits, insurance, and taxes shall be borne by the quoter.
- 20.0 SITE VISIT
- 20.1 Quoters are required to visit the job site prior to submitting a quote, for the purpose of becoming familiar with site conditions, specific job requirements, and to take or verify measurements as appropriate.
- 21.0 CONTRACT DOCUMENTS
- 21.1 Shall consist of the conditions and all provisions as set forth herein, the enclosed specifications, and the City's Standard Contract, as enclosed.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS CONTINUED

22.0 CHANGE ORDERS

22.1 All requests for extra work must be submitted in writing, showing the breakdown of materials, labor, administration fees, and profit. A copy of the subcontractor's estimate(s) must be attached to all requests for extra work.

23.0 PUBLIC INSPECTION OF QUOTES (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)

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

24.0 PAYMENTS DUE THE CITY

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

26.0 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.

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

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

29.0 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

30.0 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.

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

32.0 Quotes/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.

33.0 GOVERNING PRICES

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

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

34.0 UNSATISFACTORY WORK

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

35.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

36.0 RFQ ENVELOPE

36.1 Outside of the envelope to list the Quoters name, address, license number, RFQ number, project name, opening date/time and the Citys address.

37.0 RECEIPT OF QUOTES

37.1 The City does not receive Quotes on holidays and weekends.

END OF CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS

SAMPLE CONTRACT FORMAT FOR **AIRPORT PROPERTIES**

State of Louisiana)

Parish of Caddo)

This contract is made and executed in six (6) copies of the ____ day of _____, 20__, by and between the City of Shreveport, Shreveport Airport Authority, Caddo Parish, Louisiana (hereinafter referred to as City, which term shall be construed to include any officer, representative, or agent of the City having authority to represent or act for it, in relation to any part of the subject of this agreement), and , (a private corporation having its principal address _____, hereinafter referred to as Contractor), each represented herein by the undersigned, duly authorized to act herein, who declares as follows:

WITNESSETH, that;

The Contractor has agreed, and by these present does agree with the City, for the consideration hereinafter mentioned to furnish at its own proper cost and expense, all necessary materials, labor, and equipment, and to carry out and complete in good form, firm, and substantial manner the Lawn Care Services for Plants and Remote Stations as per RFQ _____, attached hereto and made a part hereof.

IT IS HEREBY AGREED that everything agreed upon shall be strongly bound with this instrument and form an essential part of this Contract, including the Non-Collusion Affidavit and Corporate Resolution, attached hereto and made a part hereof.

- 1.0 Above contractor has paid all taxes, licenses, fees and other charges which are outstanding and due the city,
- 1.1.1 Including any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it and/or,
- 1.1.2 Does not own 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.
- 1.1.3 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 1.1.4 Quotes/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.
- 2.0 **PAYMENT FOR SERVICES:** The City shall pay, and the Contractor agrees to accept as full compensation for the services to be provided under this contract the per unit prices as per RFQ _____ at a total estimated cost of _____. The numbers of cuttings per location are estimated. The contractor will be paid based upon actual cuttings as verified by the Shreveport Airport Authority.
- 2.1 The Contractors invoice for services will be paid in full, in accordance with the law. In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach or covenant, or any default which may then exist, on the part of the Contractor, and the making of any such payment by the City while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the City in respect to such breach or default.
- 3.0 **NOTICE TO PROCEED:** The Contractor shall not proceed with any work under this Contract until receipt of a written notice to proceed from the City.
- 4.0 **NOTICES:** All notices, invoices, communications, and reports required or permitted under this Contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five days after mailing.
 - 4.1.1 Shreveport Airport Authority
 - 4.1.2 5103 Hollywood Ave Suite 300
 - 4.1.3 Shreveport, LA 71109
 - 4.1.4 (318) 673-7650
 - 4.1.5 Fax (318) 673-5370
- 4.2 If intended for Contractor, to:
- 4.3
- 4.4
- 5.0 **FAIR SHARE PROGRAM:** It is the policy of the City that all prime and subcontractors and service providers utilize qualifying small disadvantaged business concerns. The City has set a goal of 25% for participation of these said business concerns on all City-let contracts and/or purchases. The Fair Share Program requirements are outlined in Exhibit A, attached hereto and made a part hereof.
- 6.0 **CONFIDENTIAL WORK:** No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by or assembled by the Contractor under this Contract shall be disclosed or made available to any individual or organization by the Contractor without the express prior written approval of the City.

- 7.0 OWNERSHIP: The Contractor does hereby convey, sell, assign, and transfer to the City any and all right, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United State of America and the State of Louisiana, relating or pertaining to the particular goods or services purchased or acquired by the City, pursuant to this Contract.
- 7.1 Upon acceptance or approval by the City, all reports, information, and other data, given to, prepared or assembled by the Contractor under this Contract, and any other related documents or items shall become the sole property of the City and shall be delivered to the City, without restriction or future use. The Contractor may make copies of any and all documents for its files. By execution of this Contract and in consideration of the fee for services to be paid under this Contract, the Contractor hereby conveys, transfers, and assigns to the City all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the project designs and other project data developed under this Contract.
- 8.0 CONTRACTORS LIABILITY: As additional consideration for this Contract, the Contractor hereby agrees to waive the provisions of Act No. 602 of the Louisiana Legislature, LSA-R.S. 9:2773, and the parties hereto agree that none of the provisions of the said Act 602 of 1975 are to have any force and effect whatsoever on the legal relationship of the parties.
- 9.0 INDEMNITY: The Contractor agrees to defend, indemnify and hold the City, its officers, agents and employees, harmless against any and all claims lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons that may arise out of or be occasioned by the Contractors breach of any of the terms or provisions of this Contract, or by any negligent act or omission of the Contractor, its officers, agents, associates, employees or subcontractors, in the performance of this Contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the Contractor and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the City under Louisiana law and without waiving any defenses of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
- 10.0 CLAIM OF LIENS: The Contractor shall hold the City harmless for any and all claims for liens of labor, services or material furnished to the Contractor in connection with the performance of the Contractors obligations under this Contract.
- 11.0 INSURANCE: The Contractor shall at its own expense provide and maintain insurance in full effect, in the amounts and limitations set forth in **APPENDIX D** at all times during the term of this Contract and any extensions thereto.
- 12.0 RIGHT OF REVIEW AND AUDIT: The Contractor shall maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and retain all of its records and support documentation applicable to this Contract for a period of three years, except that records that are subject to audit findings shall be retained for three (3) years after such findings have been resolved.
- 12.1 The Contractor shall permit the audit by the City or its designated representative of all its records relative to this Contract at any time upon such notice as specified therein.
- 12.2 If the Contractor is not located within Caddo or Bossier Parish, in the event of an audit the Contractor shall deliver records or have the records delivered to the Citys designated representative at an address designated by the City within the City of Shreveport. There shall be a further requirement that if the Citys designated representative finds the records delivered to be incomplete, the Contractor shall pay the representatives costs to travel to the Contractors offices to audit or retrieve the complete records.
- 13.0 COVENANT AGAINST CONTINGENT FEE: The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall be the right to annul this Contract without liability.
- 14.0 NONDISCRIMINATION: As a condition of this Contract, the Contractor covenants that the Contractor will take all necessary actions to insure that , in connection with any work under this Contract, the Contractor, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual of other arrangements. The Contractor shall also comply with all applicable requirements of the Americans with Disabilities Act, 42, U.S.C.A. 12101-12213, as amended. In this regard, the Contractor shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of the City, upon request, for the purpose of evaluating compliance with this and other provisions of this Contract.
- 15.0 COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable Federal, State and Local laws and ordinances, as shall all others employed by them in carrying out the provisions of this Contract.

- 16.0 **ASSIGNABILITY:** The Contractor shall not transfer, assign, or sublet this Contract, in whole or in part, without the prior written consent of the City.
- 17.0 **INDEPENDENT CONTRACTOR:** In performing services under this Contract, the relationship between the City and the Contractor is that of independent contractor, and the City and the Contractor by the execution of this Contract does not change its independent status. No term or provision of this Contract or act of the Contractor in the performance of this Contract shall be construed as making the Contractor the agent, servant, or employee of the City, or making the Contractor or any of its employees eligible for the fringe benefits, such as sick or annual leave benefits, retirement, insurance, workers compensation and unemployment compensation coverages, which the City provides its employees.
- 18.0 **VENUE:** The obligations of the parties to this Contract are performable in Shreveport, Caddo Parish, Louisiana, and if legal action is necessary to enforce same, exclusive venue shall lie in the First Judicial District Court, Caddo Parish, State of Louisiana.
- 19.0 **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.
- 19.1 The warranties contained herein are separate and discrete from any other warranties specified in the solicitation document, and are not subject to any disclaimer of warranty or limitation of the Contractors liability.
- 20.0 **PUBLIC LIABILITY PROVISIONS:** The Contractor shall indemnify, defend, and hold harmless the City against any and all claims, demands, damages and expenses (including reasonable attorneys fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act of omission, operation or work of the Contractor, their agents, or employees while engaged upon or in connection with the services performed by Contractor hereunder.
- 21.0 **POLITICAL FUNDS:** None of the funds provided by the City pursuant to this agreement are to be used for any partisan or political activity to further the election or defeat of any candidate for public office or to further the approval or defeat of any referendum.
- 22.0 **TYPE OF CONTRACT:** It is understood and agreed that this agreement shall be considered nonexclusive between the parties.
- 23.0 **TERM OF CONTRACT:** The contract term shall be for one year, twelve (12) months, as noted in the Notice to Proceed documentation from the Shreveport Airport Authority, unless terminated sooner by either party with a thirty-day written notice or as provided below.
- 23.1 The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 25, Revision of Fees herein.
- 1.0 **TERMINATION**
- 1.1 Subject to the Provisions below, the contract may be terminated by the Purchasing Division.
- 1.2 **Termination for Convenience**
- 1.2.1 The City may, without cause, terminate this contract in whole or in part at any time for its convenience with a ten (10) day written notice to the Contractor.
- 1.2.2 In such instances, an adjustment shall be made to the Contractor, for the reasonable costs of the work performed through the date of termination.
- 1.2.3 Termination costs do not include lost profits, consequential damages, unabsorbed or under absorbed overhead of the Contractor or its subcontractors.
- 1.2.4 Failure of Contractor to include termination for convenience clause into its subcontracts and material purchase orders shall not expose the City to liability for lost profits in conjunction with a termination for convenience settlement or equitable adjustment.
- 1.2.5 The contractor expressly waives any damages, delay damages, or indirect costs which may arise from Citys election to terminate this contract in whole or in part for its convenience.
- 1.3 **Termination for Cause**
- 1.3.1 Termination by the City for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provisions.
- 1.3.2 Termination costs, if any, shall not apply.
- 1.3.3 The ten (10) days advance notice requirement is waived, and the default provision in this solicitation shall apply.
- 24.0 **REVISION OF FEES:** Prices shall be firm for one year.

- 24.1 After the first year, the Contractor may request price increases that are limited to the increase in the Contractors actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.
- 24.1.1 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.
- 24.1.2 No increase will be effective until approved in writing by the Purchasing Agent.
- 24.1.3 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.
- 24.1.4 Any decrease in pricing shall not be less than the appropriate CPI or PPI.
- 24.2 Non-Appropriation: In the event sufficient funds for the performance of this agreement are not appropriated by the City Council of the City of Shreveport in any fiscal year covered by this contract, this agreement may be terminated by the city, without penalty, by giving notice to Contractor of such facts and the Citys intention to terminate its financial obligation.
- 25.0 UNSATISFACTORY WORK: The City shall not be obligated to pay for unsatisfactory work.
- 26.0 ENTIRE AGREEMENT: This Agreement, including Appendix A thru D, RFQ # 21-502, the City's Standard Solicitation Provisions/Instructions to Bidders (**Section 10**) and General Contract Clauses (**Section 20**), THE FAIR SHARE PROGRAM FULL TEXT (**Section 40**) and all addenda issued by the City, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
- 27.0 RECORDING OF CONTRACT. Contractor understands and agrees that if this contract amount is \$25,000.00 or more the CONTRACTOR must record the contract at the CADDO PARISH COURT HOUSE.
- 28.0 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers on the date written below:

Contractor:	Witnesses for the Contractor:
Contractor's Signature:	ATTEST:
Signature (typed/printed):	ATTEST:
Title:	Contractor's Telephone:
E-mail Address:	Fax Number:
Federal Employer I.D. Number:	Emergency Number(s):
Date:	Mobile Number:
CITY OF SHREVEPORT, LOUISIANA	Witnesses for the City:
	ATTEST:
ADRIAN PERKINS, MAYOR	ATTEST:
Date:	Purchase Order Number:

APPENDIX A-EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

EQUAL OPPORTUNITY CLAUSE

- 1.0 During the performance of this contract, the contractor agrees as follows:
- 1.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- 1.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 1.3 The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 1.4 The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5 The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 1.6 The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 1.7 In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.8 The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.0 The employer must provide an equal opportunity for an individual with a disability to participate in the job application process and to be considered for a job in accordance with the Americans with Disabilities Act of 1990. All individuals shall have equal access to any employment opportunities available to a similarly situated individual.

**APPENDIX B-AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH
EMPLOYMENT OR PAYMENT OF SOLICITOR**

All architects, engineers, contractors, subcontractors, or any other person, corporation, firm, association, or other organization receiving value for services rendered in connection with this contract shall execute the following affidavit:

1.0 BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared _____, authorized representative of _____ who does hereby state as follows, to-wit:

1.1 that I employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, in connection with the construction of the public building or project or in securing the public contract were in regular course of their duties for me; and

1.2 that no part of the contract price received by me was paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by me whose services in connection with the construction of the public building or project were in the regular course of the duties for me.

2.0 Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

2.1 For the purposes of this Section, a "substantial, financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

THUS DONE AND PASSED before me, Notary, on this _____ day of _____, 20 ____.

APPENDIX C

RESOLUTION OF BOARD OF DIRECTORS

(Required of the Successful Quoter when the total contract amount with alternates is \$5,000 or more)

1.0 Name of Corporation: _____

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

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

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

Dated this _____ day of _____, 20 ____.

WITNESSES:

_____ Signature: _____

_____ Federal Tax I.D. Number _____

THIS PAGE MUST BE COMPLETED AND ONE ORIGINAL AND FIVE COPIES RETURNED WITH YOUR CONTRACT. IF IT IS NOT POSSIBLE TO OBTAIN THIS RESOLUTION BY THE CONTRACT SIGNING DATE, ATTACH YOUR STANDARD FORM HERE THAT SHOWS YOUR AUTHORITY TO SIGN CONTRACTS.

IF YOUR COMPANY IS NOT A CORPORATION COMPLETE BELOW:

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

APPENDIX D

**ACKNOWLEDGMENT AND WAIVER OF
WORKERS COMPENSATION INSURANCE**
(Required of the Successful Quoter-when applicable)

1.0 Pursuant to L.A.R.S. 23:1035, should a corporation, partnership, limited liability company or a sole proprietorship elect not to cover the following employees: (a) a President, Vice President, Secretary, or Treasurer of the corporation who owns more than 10% of the stock of the corporation, (b) a partner of the partnership employing the partner (c) a member of the L.L.C. who owns at least a 10% membership interest (d) a sole Proprietor of a sole proprietorship, the following acknowledgment and waiver of Worker's Compensation Insurance must be completed and executed by the person authorized to sign such documents.

2.0 I, the undersigned, am the owner, partner, executive or officer authorized to execute documents on behalf of _____ for contracting with the City of Shreveport. I hereby acknowledge that I have elected not to provide coverage for one or more employees as permitted by L.A. R.S. 23:1035 under Worker's Compensation insurance. I hereby agree to waive any and all claims against the City of Shreveport for any worker's compensation benefits made by or on behalf of any person that has been excluded from Worker's compensation coverage in accordance with L.A.R.S. 23:1035. Additionally, I agree to indemnify and hold harmless the City of Shreveport from and against any liability claims arising out of injuries occurring to any of the individuals who have been excluded from Worker's Compensation coverage pursuant to L.A.R.S. 23:1035 while providing services pursuant to the contract with the City of Shreveport.

Company

Witnesses

Company Name: _____

Attest: _____

Authorized Signature: _____

Attest: _____

Signature (typed/printed): _____

Title: _____

Date: _____

City of Shreveport

IFB/RFQ/RFP/RFS # _____ PROJECT _____

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:

Table with 4 columns: 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.

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)

(E-Mail Address)

(Fax Number)

- 1.0 **INSURANCE/BOND/INDEMNIFICATION REQUIREMENTS 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. 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.
- 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 therefrom, 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 RESPONSIBILITY FOR DAMAGE CLAIMS
- 3.1 **CONTRACTORS RESPONSIBILITY**
- 3.1.1 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.
- 3.2 **PERSONAL LIABILITY OF PUBLIC OFFICIALS**
- 3.2.1 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.
- 3.3 **NO WAIVER OF LEGAL RIGHTS**
- 3.3.1 Inspection by the City or by any of his duly authorized representative, any order, measurement, or certificate by the; 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 of his assistants discovered in the work after final payment has been made.

3.4 THIRD-PARTY LIABILITY.

3.4.1 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.

4.0 INSURANCE REQUIREMENTS

4.1 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. This insurance must include a clause or coverage to insure the EPA and DEQ requirements are met for pollution and safety of the general public. Such insurance, at a minimum, must include the following coverages and limits of liability.

4.1.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$500,000 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 \$500,000 otherwise the contractor must provide a \$500,000 per project aggregate applicable for the project specified in this contract.

4.1.2 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.**

4.1.3 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.

4.2 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.

4.3 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. 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.

4.4 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.

4.5 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.

- 4.6 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.
- 4.7 If any parts of the services specified by this agreement are sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.

BEFORE A CONTRACT WITH THE CITY IS SIGNED BY THE MAYOR OR THE PURCHASING AGENT, YOUR INSURANCE AGENT MUST VERIFY THE CORRECT COVERAGE ON YOUR INSURANCE CERTIFICATE.

Revised

10/17/16

-

Contractors

Requirements

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: <http://www.shreveportla.gov/bid/section800.htm>

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



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 **

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

Bid Number: RFQ 21-502

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: _____

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 QUOTE FOR:

RFQ Number: _____

Project Name: _____

Opening Date/Time: _____

**Attention: Use this format on the outside of your container when responding with a paper bid.
We do not accept faxed responses for formal solicitations! Revised 12-1-11**



PURPOSE AND NEED/PROJECT DESCRIPTION

The Shreveport Airport Authority, through the City of Shreveport Purchasing Department, is issuing this request for quotes to obtain a contractor for mowing and yard cleaning services of off-airport properties as outlined in the attachment.

1.0. ESTIMATED BUDGET

1.1. The estimated budget for the services described in the Request for Quote is \$22,000.00 per year. This contract term is 1-year (12 months from month of Notice to Proceed) with (2) 1-year options.

For the quote process:

- Contractor proposal should be inclusive of all included properties as a lump sum.
- Contractor is to provide unit-based pricing per property, in the event additional properties need to be added.

**The Shreveport Regional Airport is an entity of the City of Shreveport: therefore all services are tax exempt.

2.0. CONTRACTOR RESPONSIBILITIES

2.1. All labor, materials and equipment and labor shall be furnished by the awarded bidder.

2.2. The scope of work for this project includes 78 properties to be mowed twice monthly. Work to be completed in accordance with this RFQ includes:

- Mowing, edging and weed eating
- Removal of trash and debris
- Blowing off all surface areas
- Removal of grass from cracks
- Application of herbicides in cracks and as needed

3.0. PAYMENTS

The contractor will provide a detailed invoice monthly, to including the dates each property was mowed and services. The invoice will contain the associated purchase order number. Payment will be approved once property invoiced has been inspected by the Shreveport Airport Authority.

ADDITIONAL TERMS AND CONDITIONS

The following terms and conditions will apply to this procurement and subsequent contractual actions:

CIVIL RIGHTS - GENERAL 49 USC § 47123

General Civil Rights Provisions

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE
49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Shreveport Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Clauses for Compliance with Nondiscrimination Requirements
Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the

sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**29 U.S.C. § 201, et seq**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**20 CFR part 1910**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

DISTRACTED DRIVING**Executive Order 13513****DOT Order 3902.10****TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.