

City of Shreveport



REQUEST FOR PROPOSALS

RFP 21-801

DEMOLITION SUBSTANDARD STRUCTURE SEASON

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NOTE: All items listed in Part V must be submitted with your proposal

Index of reference items **not** included herein that is incorporated by reference with the same force and effect as if set forth in full text. Should any of these be in conflict with those listed herein, the more stringent will apply.

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be printed in full text in solicitations issued by the City of Shreveport (hereinafter the City), but will be incorporated by reference as shown in the City's book of Standard Solicitation Instructions / Provisions and General Contract Clauses. **If you do not have a copy of these, you may download from our web site: www.shreveportla.gov** (click on Business, then on Bids & RFPs) **or pick one up in Suite 610 at Government Plaza or email request to dereka.abner@shreveportla.gov**. If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

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***Required for all RFPs**

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The Felony Conviction Statement (Appendix 3) should be submitted with your proposal. Revised 12-05-17

CITY OF SHREVEPORT-PURCHASING DIVISION

P.O. BOX 31109 SHREVEPORT, LOUISIANA 71130-1109 ● Suite 610, 505 TRAVIS SHREVEPORT, LA 71101-3042
Phone 318/673-5450 web site: www.shreveportla.gov Fax 318/673-5408

January 22 , 2021

RFP 21-801

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: February 25, 2021

PROPOSAL TITLE: **Demolition Substandard Structure Season**

STATE CONTRACTORS LICENSE CLASSIFICATION: Building Construction

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

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

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

The proposals must be signed by an official authorized to bind the Offeror, and it shall contain a statement to the effect that the proposal is firm for a period of at least 120 days from the closing date for submission of proposals. **Paper proposals must be submitted using the envelope format as provided in this solicitation document in a sealed opaque envelope/container showing the above proposal title, number, opening date, time of opening and appropriate license number(s) on the outside of the envelope or if a sealed container is used, then all this information shall be shown on the top of the container. The City does not accept faxed or emailed responses for formal solicitations.**

All submittals (see Part V, Submission Requirements) received in response to this Request for Proposals will be rated by the City's Selection Committee, based upon the Evaluation Criteria as listed in Part IV. If the best Offeror is clearly identified from the point summary, there will not be a need for oral presentations. If not, then an oral presentation from a minimum of two (the highest rated) firms shall be required. This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive informalities, to negotiate with all qualified Offerors, or to cancel in part or in its entirety this proposal, if it is in the best interest of the City to do so.

City of Shreveport

Wendy Wagon, CPPO
Purchasing Agent

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5457

PART I

GENERAL INFORMATION

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.
- 5.0 ***Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided.***
- 5.1 Proposals should be sent to:
 - 5.1.1 City of Shreveport
 - 5.1.2 Office of The Purchasing Agent
 - 5.1.3 Government Plaza-Suite 610
 - 5.1.4 505 Travis Street
 - 5.1.5 Shreveport, LA 71101-3042
- 5.1.6 If required-STATE CONTRACTORS LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

6.0 QUESTIONS

- 6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 Email dereka.abner@shreveportla.gov or fax Angela McNicoll at 318-673-5455.
- 6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

7.0 EXPENDITURE

- 7.1 Estimated Expenditure: \$250,000

Part II

1.0 INTENT

1.1 It is the intent of the City of Shreveport to solicit proposals to retain the services of contractors for our 2021 Substandard Structures Demolition Program to eliminate growth that is present within the City of Shreveport, primarily on adjudicated lots.

2.0 TERM OF CONTRACT

2.1 Contract Term: For one year from the award date, unless terminated or extended in accordance with the provisions listed herein. The City of Shreveport reserves the right to renew any resultant contract(s), if mutually agreeable with the consultant, for four additional years in one year increments with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

3.0 PRICE CHANGES

3.1 Prices will be firm for the contract term as specified in paragraph 2 above. After the term of the contract, the Consultant may request price increases that are limited to the increase in the Consultants 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. The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. No increase will be effective until approved in writing by the Purchasing Agent. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

4.0 AWARDS

4.1 An award resulting from this request shall be awarded to the responsive and responsible Offeror whose proposal is determined to be most advantageous to the City, taking into consideration price and the evaluation factors set forth in the RFP; however, the right is reserved to reject any and all proposals received, to waive any informalities, and in all cases the City will be the sole judge as to whether an Offerors proposal has or has not satisfactorily met the requirements of this RFP.

5.0 EVALUATION OF PROPOSALS FOR MULTIPLE AWARDS

5.1 In addition to other factors, proposals will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.

6.0 PURCHASE ORDER REQUIREMENT

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

7.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

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

8.0 PAYMENTS DUE THE CITY

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

8.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.

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

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

8.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or

8.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.

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

adjudication.

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

9.0 ASSIGNMENT

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

10.0 UNSATISFACTORY WORK

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

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

PART III – SCOPE OF WORK

1. All debris or other materials resulting from the demolition of the structure(s) shall become the property of the CONTRACTOR and shall be removed from the work site within 72 hours of completion of the job. **Also all of the Contractor's EQUIPMENT and materials used for the Demolition must also be removed completely from the site prior to the approval of the demolition work; any Exception will require written approval from the Director of Property Standards, to the Contractor.** Debris and other non-salvageable material resulting from the demolition shall be properly disposed of in a Department of Environmental Quality (DEQ) approved landfill or waste area. Prior to final payment, CONTRACTOR shall provide proof of proper disposal of the non-salvageable material. All material, debris, etc., resulting from the demolition shall be removed by the CONTRACTOR, at his/her cost. All Salvageable material shall become the property of the CONTRACTOR and shall be disposed of by the CONTRACTOR in accordance with his/her wishes and desires. The City shall not be liable to CONTRACTOR, the property owner, or to any third party because of the damage, destruction, removal, or otherwise of material removed from the premises. Contractor is fully responsible for repair/replacement of any damage done to any street right of way including but not limited to sidewalks, curbs, and street surface. In the event damage exists prior to contractor beginning work contractor shall document such damage by photographs or video prior to beginning any work.
2. All steps, piers, foundation walls, and pipes are to be removed to at least one foot below grade. Concrete driveways and sidewalks at grade are to remain. Foundation slabs are to remain at existing grade unless specifically stated otherwise in bid document. All obtrusions from foundation slabs are to be removed level with slab. Contractors running equipment on top of concrete slabs to accomplish demolitions are responsible for removal of an incidental debris, including broken concrete pieces, cinder block pieces, etc., resulting from use of heavy equipment. All surface holes or irregularities, wells, septic tanks, basements, or cellars remaining after demolition shall be filled material or crushed in place as approved by the Chief Building Official and/or the D.E.Q. and shall be graded in such manners that will provide effective surface drainage. City may request contractor to remove additional debris or litter within boundaries of this contract for additional compensation. All contractors are required to do an on-site inspection before signing any contract. Contract will ONLY be amended by the Director of Property Standards or his designated representative. Contractor is fully responsible for all cost incurred once contract is signed, whether seen or unseen, therefore a thorough walk through of the site is recommended. No extermination fees will be paid to remove wasps, bees or any other insects or vermin from the property.
3. Water and sewer services shall be plugged/capped by a licensed master plumber in accordance with applicable provisions of part two, Section 100 of the Shreveport Comprehensive Building Code prior to the commencement of the demolition work. The City will be responsible for notifying the electrical, cable vision, telephone, water and gas utility services and coordinating the disconnection of services prior to proceeding with demolition work.
4. Prior to the commencement of the demolition, CONTRACTOR and any pre-approved subcontractor shall obtain all permits and licenses necessary for the proper execution of this contract. The CONTRACTOR shall also be responsible for the payment of all fees and charges relating to these permits. If any work is performed prior to securing the necessary permits, your contract will be terminated and you will be disqualified from performing contract work of any nature for Property Standards.
5. It is expressly agreed by and between the parties that all work contemplated under this contract must be completed within seven (7) business days of the receipt of the notice to proceed. If the CONTRACTOR fails to complete said work within the specified time, the CONTRACTOR will be deemed to be in default. At the City's election, this agreement may be terminated, and the City shall incur no liability or responsibility to CONTRACTOR or to any third party for the payment of any fees, expenses, etc., incurred by CONTRACTOR or any person(s) acting on his/her behalf prior to CONTRACTOR'S default. If the CONTRACTOR is deemed to be in default and the next lowest bidder is awarded work on this contract, the contractor in default will be held liable for the additional cost. The defaulted CONTRACTOR may be denied the opportunity to perform future demolition work for a period not to exceed two (2) calendar years.
6. ***EXCUSABLE DELAY:** The CONTRACTOR shall not be liable for any excess costs, if the failure to perform the contract arises out of "unforeseeable" causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. The CONTRACTOR may at any time prior to the expiration of this contract, make written request to the Director of Property Standards, for an extension of time setting forth therein the reasons which the CONTRACTOR believes the request justified. If the Director or his designee finds that the work was delayed because of conditions beyond the control and without fault of the CONTRACTOR, he/she may extend the time for completion in such amounts as conditions justify. The extended time for completion shall be in full force and effect as though it were the original time for completion.

7. The CONTRACTOR agrees to indemnify, defend and hold harmless the City, its officers and employees from any and all actions or claims for loss of life or injury or damage to persons or property arising out of or in connection with CONTRACTOR'S performance of this agreement or any of the activities of the CONTRACTOR, its servants, employees or agents.
8. In all hiring or employment made possible by or resulting from this contract there will not be any discrimination against any person because of race, color, religion, sex, national origin, handicap, age, or veteran status; and where applicable, affirmative action will be taken to insure that the CONTRACTOR'S employees are treated equally during employment without regard to their race, color, religion, sex, national origin, handicap, age, or veteran status.
9. The CONTRACTOR herein expressly agrees and acknowledges that it is an independent contractor as defined in LSA-R.S. 23:1021(6) and as such it is expressly agreed and understood between the parties hereto in entering into this agreement, that the City shall not be responsible to the CONTRACTOR or any of its agents or employees for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana, and further under the provisions LSA-R.S. 23:1-34, anyone employed by the CONTRACTOR shall not be considered an employee of the City for the purposes of workers' compensation coverage.
10. It is expressly agreed and understood by and between the parties hereto that neither the CONTRACTOR nor any of its agents shall receive sick and annual leave benefits from the City.
11. The CONTRACTOR herein expressly declares and acknowledges that it is an independent contractor, and as such is being retained by the City and therefore, it is expressly agreed and understood by and between the parties thereto that in connection with unemployment compensation coverage only that:
 - A. The CONTRACTOR has been and will be free from any control or direction by the City, over the performance of the services covered in this contract;
 - B. The services to be rendered by the CONTRACTOR are outside the scope of the City's usual business;
 - C. The CONTRACTOR has been independently engaged in performing the services listed hereunder prior to the date of this contract. Consequently, neither the CONTRACTOR nor anyone employed by the CONTRACTOR shall be considered as an employee for the City for the purpose of employment compensation, the same being hereby expressly waived and excluded by the parties hereto.
12. Nothing hereinabove or elsewhere in this agreement shall in any manner makes the CONTRACTOR an employee of the City nor creates a partnership between the CONTRACTOR and the City.
13. With the exception of a licensed asbestos abatement contractor the CONTRACTOR SHALL NOT sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his/her right, title or interest therein, without the WRITTEN CONSENT of the Director of Property Standards. IF such consent is given, the CONTRACTOR will be permitted to sublet a portion of the demolition work but SHALL be required to pay at least FIFTY-ONE (51%) percent of wages paid under the contract to **workmen, mechanics, or laborers** who are employed directly by the CONTRACTOR'S own organization. Any approved subcontractor SHALL NOT subcontract any portion of his/her authorized work.
14. Insurance and Indemnity
 - a. 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. (See Attachment for approved Certificate of Insurance.) Such insurance, at a minimum, must include the following coverages and limits of liability.
 - i. Commercial General Liability Insurance in an amount not less than a combined single limit of \$500,000 per occurrence. THIS POLICY SHALL BE ENDORSED TO NAME THE CITY OF SHREVEPORT 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. (Eff: 07/01/99).
 - ii Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person or \$300,000 per occurrence or a combined single limit of \$300,000 per occurrence . THIS POLICY SHALL BE ENDORSED TO NAME THE CITY OF SHREVEPORT AS AN ADDITIONAL INSURED. (Eff: 07/01/99)

- iii Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain a Broad Form All States 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 by Section c., below, and 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.
 - b. All coverage provided for in Subsection A 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. 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.
 - c. 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 parts of the service specified by this agreement are commenced. The said Certificate of Insurance shall name the City as an additional insured as indicated in Subsection A 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 nonpayment of premiums. 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.
 - d. 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.
 - e. 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 CONTRACTOR'S 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.
 - f. 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.
 - g. 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.
 - h. If at any time your insurance is canceled, you shall no longer be a contractor for a period of two years, contractor will be considered for re-hire dependent upon availability of work required by the City.
 - i. If Contractor sub-leases any part of contract without written permission from the Director of Property Standards or his designee, contract will be terminated and Contractor will be immediately removed from the contractors list.
15. For and in consideration of the above described work to be performed by the CONTRACTOR, the City agrees to pay the following:
- \$2.20 per sq. ft. for a Wood/Tin structure;
 - \$2.30 per sq. ft. for a Combination (Wood/Tin & Brick) structure; and
 - \$2.40 per sq. ft. for a Brick structure

If a situation arises, through no fault of the Contractor, and demolition of this structure is NOT to be performed, then the Contractor will be paid ten percent (10%) of the Contract price indicated in paragraph 16. If contractor has sustained cost for plumbing cap-off prior to cancellation by the city then that provable cost will be paid in addition to the ten percent (10%). If, after forty-five (45) calendar days from notice of award a CONTRACTOR have not been given a notice to proceed (Purchase Order), the CONTRACTOR has the right to withdraw their bid for the structure stated in Paragraph 1.

16. Upon completion of the work, the Director of Property Standards for the City of Shreveport or his designee shall inspect the site and certify that all work contemplated by this contract has been performed in a satisfactory manner and in compliance with the terms of this contract. Upon receipt of such certification, the City shall make payment of the contract price as agreed upon herein. No payments will be made to contractor without a copy of the permit, dump receipt and an invoice. Additionally, every contractor will be required to sign an affidavit for each invoice attesting to the fact that the work being submitted for payment has actually been performed. Any contractor submitting such an affidavit falsely will have their contract terminated. Any contractor or their sub-contractor found to dump in a non-approved Landfill will be reported to DEQ and the contractor as well as their sub contractor will be removed from the contractor's list. Every job will be followed by a written evaluation completed by the inspector, if the work is deemed to be unacceptable. You will be allowed to view any evaluation performed on your work either at the work site or in our administrative office. Evaluations will determine your eligibility to work for the City of Shreveport in succeeding years.

17. RIGHT OF REVIEW AND AUDIT (26-217 of the City's Code of Ordinances)

18.1 Contractor agrees to maintain financial records pertaining to all matters relative to this Contract in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Contract for a period of three (3) years, except that records are subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the Contractor goes out of existence, then the Contractor shall turn over to the City all of its records relating to this contract to be retained by the City for the required period of time.

18.2 Contractor agrees to permit City or its designated representative to inspect and/or audit its records and books relative to this contract at any time during normal business hours and under reasonable circumstances and to copy to there from any information that the City desires concerning Contractor's operation hereunder. The City shall provide written notice prior to the execution of this provision. If the Contractor or its records and books are not located within Caddo or Bossier Parish, in the event of an audit, Contractor agrees to deliver the records or have the records delivered to the City's designated representative at an address designated by the City within the City of Shreveport. If the City's designated representative finds that the records delivered by the Contractor are incomplete, the Contractor agrees to pay the City's representative's costs to travel to Contractor's offices to audit or retrieve the complete records.

18.3 Contractor agrees to permit the City or its designated representative to inspect, if it deems necessary, all records of this project relating to finances, as well as other records that may be required by relevant directives of funding sources of the City. Contractor further understands and agrees that said inspection may be made upon reasonable notice.

18. Any default in any of the terms, conditions or specifications of this contract by CONTRACTOR shall immediately authorize City to terminate this contract and City may, at its option, award this contract to the next contractor on the rotational list.

19. It is expressly agreed and understood by the parties hereto that this contract constitutes the entire and only contract between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in the contract, are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms of the contract.

20. Notices to CITY as required herein shall be sufficient if sent by certified mail, postage prepaid, addressed to CITY as follows:

City of Shreveport
Department of Property Standards
Attn: Director
P. O. Box 31109
Shreveport, LA 71130

21. Notices to CONTRACTOR as required herein shall be sufficient if sent by certified mail, postage prepaid, addressed to CONTRACTOR as follows:

22. All primary vehicles, i.e., pickup trucks, vans, etc. utilized to transport workers or tow trailers to a job site will be required to be clearly marked with magnetic signs to include the contractors name and a contact phone number on both the driver and passenger door of the vehicle or vehicles utilized for such purpose. If contractor is on job site and the vehicles are not identifiable as required in this paragraph, contractor may be removed from the certified list.

23. GENERAL REQUIREMENTS PER SECTION 26-211 OF THE CITY OF SHREVEPORT CODE OF ORDINANCES:

On every contract to which the city is a party and for which written specifications are prepared, the specification shall

Include the following requirements:

- 1) 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.
- 2) That neither the contractor, the contractor's spouse, nor any legal entity of which the contractor owns more than 25 percent, shall own any property which is adjudicated to the city of which has demolition liens, grass cutting liens, or any other property standards liens on it.

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

- 1) Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city;
- 2) Owns or is the spouse of any person who 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
- 3) Owns more than 25 percent 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.

24. This Agreement, the City's Standard Solicitation Provisions/Instructions (**Section 10**) and General Contract Clauses (12-

1-99) (**Section 20**), **THE FAIR SHARE PROGRAM FULL TEXT (9-6-00) (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. All work under this agreement shall be completed and submitted for final acceptance within **seven (7)** business days from the time so fixed for the Contractor to begin.

PART IV- EVALUATION CRITERIA

RFP#: _____

Evaluator: _____ Title of RFP: _____

Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1	Demonstrated understanding of the problems and needs presented by the project.	0-10	
2	Experience and capacity of Offeror, including recent and related experience.	0-10	
3	License	0-60	
4	Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond.	0-15	
5	Offerors commitment to meet Fair Share Requirements.	0-5	

TOTAL POINTS: 100 Points

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

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

1.0 SUBMISSION REQUIREMENTS & CHECKLIST

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

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

- 1.2 Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A.**
- 1.3 Document five of Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of **Exhibit B.**
- 1.4 Submit qualifications of personnel that will work on this project using the format of **Exhibit C.**
- 1.5 Provide cost proposal using the format of **Exhibit D.**
- 1.6 **Submit Appendix #3 - FELONY CONVICTION STATEMENT.**
- 1.7 List any exceptions to this RFP (and/or the enclosed City's Standard Agreement).
- 1.8 Provide list of sub consultants and state years of experience of your firm and each sub consultant for this type of work.
- 1.9 Other information and materials which the Offeror wishes to submit in support of his proposal, qualification, etc.

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 11-10-2020)

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:**

1.6 Contact Jeanetta Scott... 318-673-5060

1.6.1 Fair Share Office

1.6.2 505 Travis Street, Suite 260

1.6.3 Shreveport, LA 71101

1.6.4 FSC Application Affidavits maybe downloaded at::

http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf

1.7 **DBE-is** Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects).

1.8 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally-Funded Projects - a group that is defined by the Government as "presumptively disadvantaged" by provisions of CFR 49). DBE **applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

1.9 MBE-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendor's 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, S/DBE 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) 673-5060 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, S/DBE, 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), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs 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, S/DBE 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, S/DBE 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, S/DBE 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, S/DBE 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, S/DBE, 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 subcontractor's bids are due.
- 3.13.2 The first documented contact with each FSC, S/DBE, 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, S/DBE 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, S/DBE, 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, S/DBE, 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, S/DBE, or DBE firms.
- 5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, S/DBE 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, S/DBE 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, S/DBE, 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, S/DBE, or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC, S/DBE 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 FSC, S/DBEs, or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs, S/DBEs, or DBEs to participate effectively? (NOTE: It is recommended that certified mail be used to provide documentation).
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSC, S/DBEs or DBEs to determine certainty whether the FSCs, S/DBEs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs, S/DBEs, or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs, S/DBEs, 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, S/DBEs, 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, S/DBEs, 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, S/DBEs, or DBEs?

END

City of Shreveport

COMPLIANCE AGREEMENT-FSC FORM 1

Bid Number: _____ (Revised 9-10-07)

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

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

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____

City of Shreveport

UTILIZATION/CONTRACT TRACKING-FSC FORM 2

This multipurpose form is used to list all types of subs and changes to their status for Fair Share and Contract Tracking Reporting. (Revised 1/20/2021)

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

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

Prime Contractor's Signature _____ Date: _____ Phone: _____

Project Mgr. Signature: _____ Date: _____ Fair Share Office Approval: _____ Date: _____

City of Shreveport

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

Bidders should record their contacts with potential FSC or DBE subcontractors through use of this log. Additional forms may be copied if needed.

Name of Subcontractor	Type of Contact(s)	Date & Time of Contact	Person making/receiving call or other communications	Contact made? Yes/No	Quote received Amount (\$)	Quote accepted Or rejected?	Comments



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

1. Name of Project _____

2. Name of offeror/prime contractor _____

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply", "install" or "perform particular services"):

_____ at the price of \$ _____

(Name of DBE/FSC Firm) (Date)

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

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

(Signature of Owner or Authorized Agent) (Date)

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

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(Revised 6/20/2020)

Contract Number:		Prime Contract Amount:	
Progress Report Number:		Report Period Dates:	To:
Prime Contractor:		Project Name:	

(1) Subcontractor Name	(2) Class	(3) Work Description	(4) Original Subcontract Amount	(5) Approved Changes	(6) Revised Subcontract Amount (4+5)	(7) Current Period Work Completed	(8) Total Work Completed to Date <small>(Previous Total to Date+(7))</small>	(9) Remaining Subcontract Amount (8-6)
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							

This worksheet assumes a 5% retainage. Changes to Contract: Replacement, substitution, or addition to FSC, S/DBE or DBE firms must be handled in conformance with the contract documents. IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN FULLY UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.	Notary Public Use Only: State of _____ Parish / County of _____ Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____
Printed Name of Authorized Contractor Representative: _____ Authorized Signature of Contractor Representative: _____ Date: _____	Signature of Notary Public: _____
Instructions: Document must be typed or printed Legibly. Unreadable information will require resubmittal and may cause delays in processing. Submit with request for progress payment and send a copy to: DBE Compliance Manager and/or the City of Shreveport's Fair Share Office, P.O. Box 31109, Shreveport, LA 71130.	

INSTRUCTIONS FOR COMPLETING FSC FORM 5 SUBCONTRACTOR PAYMENT AND UTILIZATION

(Revised 6/20/2020)

1.0 FORM 5 GENERAL INSTRUCTIONS

- 1.1 All form 5 reports must be notarized before submittal. Notarization section is found in lower right corner of form.
- 1.2 All form 5 reports should be electronically. Only the Signature Block and Notary Block require handwritten input.
- 1.3 If the Form 5 Report is handwritten, it must be legibly printed. Any forms with illegible handwriting will be rejected and require resubmittal in acceptable print and could result in delays in processing applications for payment.
- 1.4 When entering current period and cumulative paid amounts into Form 5, enter the amount paid less retainage. It is assumed that 5% retainage has been held out of the payment. Including the retainage amount will result in an overstatement in payments and require all Payment Application Form 5's to be corrected and to be Resubmitted. This will hold any current Payment Applications from being processed until satisfactory Resolution.

2.0 FORM 5 SPECIFIC INSTRUCTIONS

- 2.1 CONTRACT NUMBER: Enter the contract number for this project as assigned by the City Purchasing Division.
- 2.2 PROGRESS REPORT NO: Enter Report number 1 for the first report submitted and subsequent numbers for reports submitted thereafter. Note, this should be the same as the invoice or payment application number.
- 2.3 PRIME CONTRACTOR: Enter Full Company Name as stated on contract with City of Shreveport.
- 2.4 PRIME CONTRACT AMOUNT: Enter the current Prime Contract Amount including any Approved Change orders.
- 2.5 REPORT PERIOD DATES: Enter the beginning and ending dates corresponding to the progress payment period. Example: 6/1/2020 thru 6/30/2020. Report periods should be sequential and not overlap.
- 2.6 PROJECT NAME: Enter the full project name as indicated on the contract documents.
- 2.7 SUBCONTRACTOR NAME: Enter the names of all subcontractors having performed work or paid on this project during the reporting period.
- 2.8 CLASSIFICATION: Select the appropriate FSC, S/DBE, or DBE status of each contractor listed in item 2.7. Note: Designations should be consistent with how firms were certified by LAUCP or the City of Shreveport at the time of contract award. Only one designation may be used for credit and will be applied accordingly. Non-certified firms should not have a designation selected.
- 2.9 LIST SECOND TIER SUBCONTRACTORS.
- 2.10 WORK DESCRIPTION: Enter a brief description of the work subcontractors are performing. Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish, and install catch basins, etc.
- 2.11 ORIGINAL CONTRACT AMOUNT: Enter the original contract dollar amount for each subcontract at time of award.
- 2.12 APPROVED CHANGES: Enter the cumulative dollar value of any changes for each subcontract. If no changes then enter "0". Note: reductions in subcontractor amounts should be shown as negative with parentheses. Example negative amount (\$3,133.85). Additionally, please provide an explanation of any changes.
- 2.13 CURRENT APPROVED SUBCONTRACT AMOUNT: This amount should be the total dollar value current contract amount (Column 4) plus or minus approved changes (column 5).

- 2.14 CURRENT PERIOD CONTRACTOR WORK COMPLETED: Enter the amount paid to the subcontractor during the current reporting period. If the reporting period is June 1, 2020 thru June 30, 2020 and you paid your subcontractor during that period that is the amount you enter in this section. ONLY the current period amount paid to the subcontractor. Note: If you do not have any payments made to the subcontractor in the current period, you must enter "0".
- 2.15 CUMULATIVE ACTUAL SUBCONTRACTOR WORK COMPLETED TO DATE: Add the Cumulative amount paid to the subcontractor from the previous reporting period form 5 (Previous month Payment Application) to the current period amount paid to the subcontractor from the current form 5 (Current Payment Application). The total of the two is entered here. This should be the total amount paid to subcontractor including the current period.
- 2.16 REMAINING SUBCONTRACTOR AMOUNT: This is a calculated field in form 5. This calculation is the sum of the revised contract amount (Column 6) minus total work completed (Column 8). If filling form 5 out manually please fill in based on the calculation listed above.
- 2.17 PRINTED NAME OF AUTHORIZED CONTRACTOR REPRESENTATIVE: Enter the printed name of responsible party having signature authority and acting as contractor representative on behalf of the contractor. Note: This can be entered electronically.
- 2.18 AUTHORIZED SIGNATURE OF CONTRACTOR REPRESENTATIVE: This signature line must be physically signed by the person having signature authority and acting representative on behalf of the Contractor. Note: This signature must match the printed name.
- 2.19 DATE: Enter the date in which form 5 was signed by the contractor authorized representative.
- 2.20 NOTARY PUBLIC: Contract must have this section completed by a licensed Notary Public before submittal.
- 2.21 RETENTION: Form 5 assumes 5% retention has been withheld from subcontractor payments.
-

END

PART VI
RFP NO. _____

EXHIBIT A

PAGE _____ of _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

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

PAGE _____ of _____

1.0 OFFERORS EXPERIENCE

- 1.1 Contract Title: _____
- 1.1.1 Contract Period: From _____ To _____
- 1.1.2 Geographic Area Served: _____
- 1.1.3 Scope of Work: _____
- 1.1.4 References: _____
- 1.1.5 Contracting Office: _____
- 1.1.5.1 Title: _____
- 1.1.5.2 Address: _____
- 1.1.5.3 City: _____ State _____ Zip _____
- 1.1.5.4 Telephone # (s): _____

2.0 OFFERORS EXPERIENCE

- 2.1 Contract Title: _____
- 2.1.1 Contract Period: From _____ To _____
- 2.1.2 Geographic Area Served: _____
- 2.1.3 Scope of Work: _____
- 2.1.4 References: _____
- 2.1.5 Contracting Office: _____
- 2.1.5.1 Title: _____
- 2.1.5.2 Address: _____
- 2.1.5.3 City: _____ State _____ Zip _____
- 2.1.5.4 Telephone # (s): _____

3.0 OFFERORS EXPERIENCE

- 3.1 Contract Title: _____
- 3.1.1 Contract Period: From _____ To _____
- 3.1.2 Geographic Area Served: _____
- 3.1.3 Scope of Work: _____
- 3.1.4 References: _____
- 3.1.5 Contracting Office: _____
- 3.1.5.1 Title: _____
- 3.1.5.2 Address: _____
- 3.1.5.3 City: _____ State _____ Zip _____
- 3.1.5.4 Telephone # (s): _____

4.0 OFFERORS EXPERIENCE

- 4.1 Contract Title: _____
- 4.1.1 Contract Period: From _____ To _____
- 4.1.2 Geographic Area Served: _____
- 4.1.3 Scope of Work: _____
- 4.1.4 References: _____
- 4.1.5 Contracting Office: _____
- 4.1.5.1 Title: _____
- 4.1.5.2 Address: _____
- 4.1.5.3 City: _____ State _____ Zip _____
- 4.1.5.4 Telephone # (s): _____

5.0 OFFERORS EXPERIENCE

- 5.1 Contract Title: _____
- 5.1.1 Contract Period: From _____ To _____
- 5.1.2 Geographic Area Served: _____
- 5.1.3 Scope of Work: _____
- 5.1.4 References: _____
- 5.1.5 Contracting Office: _____
- 5.1.5.1 Title: _____
- 5.1.5.2 Address: _____
- 5.1.5.3 City: _____ State _____ Zip _____
- 5.1.5.4 Telephone # (s): _____

PERSONNEL STAFFING

STAFF MEMBER	BACKGROUND AND EXPERTISE OF PERSONNEL
--------------	---------------------------------------

1.0 _____
(Name)

(Title)

2.0 _____
(Name)

(Title)

3.0 _____
(Name)

(Title)

4.0 _____
(Name)

(Title)

5.0 _____
(Name)

(Title)

COST PROPOSAL CONTINUED

ITEM	DESCRIPTION	PRICING	UNIT
1	Wood/Tin	\$2.20	SF
2	Combination Wood/Tin and Brick	\$2.30	SF
3	Brick	\$2.40	SF

OFFERORS CERTIFICATIONS

HAS A FEDERAL AGENCY OR A FEDERALLY CERTIFIED STATE OR LOCAL AGENCY PERFORMED ANY REVIEW OF YOUR ACCOUNTS OR RECORDS IN CONNECTION WITH ANY GRANT OR CONTRACT WITHIN ANY GRANT OR CONTRACT WITHIN THE PAST TWELVE MONTHS?

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

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

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

 Title

 Company

 Authorized Signature (typed/printed)

 State Contractors License Number

 Telephone

 Fax Number

 Emergency Number(s)

 Date

 Email Address

 Offerors Federal Employer I.D. Number

FROM: _____

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

PLEASE RUSH TO:

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

SEALED PROPOSAL FOR:

RFP Number: 21-801

Project Name: 2021 Demolition Substandard Structure

Opening Date/Time: _____

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

EXHIBIT E

City of Shreveport

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:

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

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

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

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

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

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

_____ (Signature of Owner or Authorized Agent)

_____ (Physical Address)

_____ (Phone Number)

_____ (Date)

_____ (E-Mail Address)

_____ (Fax Number)



AFFIDAVIT

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

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

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

_____ authorized representative of:

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

_____ and with a current email address of:

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

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

BY: _____

Printed Name: _____

Title: _____

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

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail **original** affidavit via U.S. mail or Deliver via other carrier or hand-delivery to:

Purchasing Division
505 Travis St., Suite 610 | Shreveport, LA 71101

Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

** Form Revised 12/19/2019 **

Appendix 3

City of Shreveport

FELONY CONVICTION STATEMENT

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

RFP Number: 21-801

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: _____

Fax to: 318-673-5408

OR E-Mail to: _____ (10-23-15)

Appendix 4

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

Give a copy of these requirements to your agent.

1.1 Definitions

1.1.1 INSURANCE COMPANY

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

1.1.1.2 SURETY

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

1.2 **SURETY BONDS**

1.2.1 PROPOSAL GUARANTY

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

1.2.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

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

1.2.5 CONTRACT BOND

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

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

1.2.6 PROPERTY INSURANCE

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

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

2.0 **INDEMNIFICATION**

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

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

3.0 **USE OF LANDS**

3.1 PRESERVATION AND RESTORATION OF RAILWAY PROPERTY

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

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

4.0 **RESPONSIBILITY FOR DAMAGE CLAIMS**

4.1 Contractors RESPONSIBILITY

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

4.2 PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

4.4 NO WAIVER OF LEGAL RIGHTS

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

4.6 THIRD-PARTY LIABILITY.

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

5.0 INSURANCE REQUIREMENTS

5.1 The Contractor shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto. Such insurance, at a minimum, must include the following coverages and limits of liability:

5.1.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.** It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000 otherwise the contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract. This policy must be endorsed to include coverage for asbestos removal and pollution coverages.

5.1.2 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 Per Person and/or \$300,000 per occurrence or a combined single limit of \$300,000 per occurrence. **This policy should be endorsed to name the City as an additional insured.**

- 5.1.3 Workers Compensation Insurance as required by the laws of the State of Louisiana and Employers Liability Insurance in a minimum amount of \$1,000,000. This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers Compensation Act and Maritime Coverage. The certificate of insurance required herein, must have the following statement shown in the remark section: This policy for workers compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- 5.1.4 Builders Risk Insurance, for the mutual benefit of the Contractor and the City, to be provided in a reporting policy form or other form acceptable to the City. This policy shall be written on an all-risk basis providing coverage for the building structure and construction machinery and equipment. **This policy shall be endorsed to name the City as an additional insured.**
- 5.2 All coverage provided herein shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an A.M. Best Company rating of **B+VII** or better. This rating requirement is waived on workers compensation only. The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- 5.3 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form before any part of the service specified by this Agreement are commenced. The certificate must be issued on a standard certificate of insurance form promulgated by the insurer, the Association for Cooperative Operations and Development (ACORD), the American Association of Insurance Services (AAIS) or the Insurance Services Office (ISO). The said Certificate shall name the City as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
- 5.4 The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- 5.5 The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act of 1970 and those of all applicable State Acts, Laws or Regulations during the conduct of the Contractors performance of the Agreement. The Contractor shall indemnify the City for fines, penalties and corrective measures that result from the acts of commission or omission of the Contractor, its subcontractors, if any, agents, employees and assigns and their failure to comply with such safety rules and regulations.
- 5.6 The City will give the Contractor prompt notice in writing if the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so. The Contractor shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract. The Contractor shall furnish immediately to the City copies of all pertinent papers received by the Contractor.
- 5.7 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.

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

**ACKNOWLEDGMENT AND WAIVER OF
WORKERS COMPENSATION INSURANCE**

(Required of the Successful Bidder-when applicable)

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

Company

Witnesses

Company Name: _____ Attest: _____

Authorized Signature: _____ Attest: _____

Signature (typed/printed): _____ Title: _____

Date: _____
