

**City of Shreveport**



REQUEST FOR PROPOSALS

**RFP 21-813**

<b>RECOVERY PROGRAM AND GRANTS MANAGEMENT SERVICES</b>
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**NOTE: All items listed in Part V must be submitted with your proposal**

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

The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at [www.shreveportla.gov](http://www.shreveportla.gov) (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.

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*Revised 12-04-19*

March 30, 2021

RFP 21-813

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: April 29, 2021**

**PROPOSAL TITLE: RECOVERY PROGRAM AND GRANTS MANAGEMENT SERVICES**

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

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

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

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

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

City of Shreveport

Wendy Wagnon, CPPO  
Purchasing Agent

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

PART I

**GENERAL INFORMATION**

- 1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.
- 2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.
- 3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.
- 4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.

5.0 ***Each Proposer shall submit one (1) signed original response. Six (6) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 8.0) and a searchable electronic copy on two (2) separate CDs or USB flash drives.***

5.1 Proposals should be sent to:

- 5.1.1 City of Shreveport
- 5.1.2 Office of The Purchasing Agent
- 5.1.3 Government Plaza-Suite 610
- 5.1.4 505 Travis Street
- 5.1.5 Shreveport, LA 71101-3042

**6.0 QUESTIONS**

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

**7.0 EXPENDITURE**

7.1 Estimated Expenditure: \$150,000

**8.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION**

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

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

**INTRODUCTION**

1.0 **INTENT**

1.1 The City of Shreveport is interested in contracting with a consulting firm to assist the City with Grant Management and Administration associated with the FEMA Public Assistance Program and Public Assistance Projects.

2.0 **PROJECT BACKGROUND**

2.1 The City of Shreveport desires to have a consulting firm under contract for such administrative services that are needed relative to the current disaster recovery and future disasters when the City requires such services pertaining to Federal Emergency Management Agency (FEMA) programs and/or projects. The City of Shreveport may be eligible to participate in FEMA's Public Assistance Grant Program after future disasters when FEMA will provide supplemental Federal Disaster Grant Assistance for items such as debris removal; emergency protective measures; repair, replacement, or restoration of disaster damaged publicly owned facilities; and other items for which a FEMA Project Worksheet (PW) is completed for anything which the City will seek reimbursement. The City intends to issue a written notice to proceed to the selected consulting firm already under contract when services are needed for all such other programs associated with a future disaster, program, and/or project.

3.0 **TERM OF CONTRACT**

The term of any contract resulting from this solicitation shall for a two-year agreement from the date of award, Unless terminated or extended in accordance with the provisions listed herein. The City of Shreveport reserves the right to renew any resultant contract(s), if mutually agreeable with the consultant, for two 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.

4.0 **PRICE CHANGES**

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

5.0 **AWARDS**

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

6.0 **INSURANCE REQUIREMENTS**

Prior to commencing work hereunder, Contractor, as this expense, shall furnish insurance certificate showing the certificate holder as City of Shreveport, P. O. Box 31109, Shreveport, LA 71130, Attention: Purchasing Agent with a special notation **naming the City as an additional insured on the liability coverage.**

6.1 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 hereto. Such insurance, at a minimum, must include the following coverages and limits of liability.

- (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 Million otherwise the contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.

- (2) Comprehensive Auto Liability Insurance, including hired, rental or non-owned automobiles, in an amount not less than a combined single limit of \$300,000 per occurrence. This policy should be endorsed to name the city as an additional insured.
- (3) 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, must have the following statement shown in the remark section: This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- (4) Fidelity Bond in the amount of \$25,000. Any deductibles, self-insured retentions and/or retroactive dates, must be disclosed on the Certificate of Insurance and receive prior approval by the Chief Financial Officer.

6.2 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.

6.3 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced. The said Certificate shall name the City as an additional insured as indicated 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 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.

6.4 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.

6.5 The payment of any deductible specified by such insurance policies shall be the responsibility of the Contractor and will be paid solely by the Contractor. If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment for the City.

6.6 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.

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

6.8 The information described above sets forth minimum amounts and coverages and is not to be construed in any way as a limitation on the Contractor's liability.

6.9 The City of Shreveport reserves the right to require the contractor to provide additional types of insurance coverage and to require the contractor to provide additional limits of liability if necessary in the future.

#### 7.0 **PURCHASE ORDER REQUIREMENT**

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

#### 8.0 **PUBLIC ACCESS TO PROCUREMENT INFORMATION**

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

9.0 **PAYMENTS DUE THE CITY**

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

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

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

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

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

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

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

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

10.0 **ASSIGNMENT**

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

11.0 **UNSATISFACTORY WORK**

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

12.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

PART III

1.0 **SCOPE OF WORK**

The consulting firm shall work closely and collaborate with the City, the City's Program Management Consultant (PMC), other City consultants, FEMA, and various other funding agencies to ensure the proper use and application of federal and state funds, focusing on maximizing eligible and allocable dollars. The Consultant shall implement efficient processes that reduce the timeline for eligibility determinations to support project cash flow, sources, and uses. The Consultant will provide technical knowledge and experience, proven business processes, and procurement advisory and policy strategies. To develop and implement the framework of grant activities, the Consultant may be requested to perform services necessary to complete the following objectives and tasks as requested by the City.

- Coordinate with the City and its consultants to obtain cost information and backup documentation.
- Review potential reimbursement cost eligibility and develop justifications for presentation to the City and its consultants, and Federal, State, and other agencies involved in providing disaster recovery funds.
- Compile and summarize cost information and justifications for presentation to the City and its consultants, and Federal, State, and other agencies.
- Develop, revise, and submit expedited Project Worksheets (PW's) and grant applications, including subsequent revisions, on behalf of the City to Federal and State agencies for successful approval, obligation, and reimbursement.
- This includes project identification, development, formulation, and processing as required for small and large projects.
- Ensure that all eligible damages have been identified, quantified, and presented to the City, Federal agencies, and State agencies. Incorporate all eligible damages into Project Worksheets (PW's) and grant applications with supporting documentation and proper cost estimates, using FEMA Cost Estimating Factor (CEF) when necessary.
- Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits (DOB).
- Perform Cost-Benefit Analyses when necessary to support the City's determination of pursuing reimbursement.
- Consult with the City to ensure compliance with applicable regulations and requirements, including the Stafford Act, Environmental and Historic Preservation Management, Davis-Bacon, and Section 3.
- Assist with development and revision of the City's Hazard Mitigation Plan by identifying opportunities to reduce or eliminate risk from future events.
- Prepare hazard mitigation proposals, grant applications, benefit-cost analysis and other services related to the Hazard Mitigation Grant Program and other mitigation programs.
- Attend meetings with the City and its consultants, the City Council, Federal agencies, State agencies, and Parish agencies to negotiate and present Project Worksheets and the obligation of eligible amounts.
- Provide grant management advice to maximize reimbursements of disaster recovery expenses.
- Provide advice to the City and its consultants; attend and participate in meetings as required and requested by the City.
- Prepare draft correspondence to local, Federal, State, and Parish officials on behalf of the City as necessary.
- Provide the City with any changes in policies, procedures, processes, or deadlines throughout the financial disaster recovery processes.
- Prepare for and respond to inspections and audits for on-going and completed projects as requested.
- Prepare formal audit responses and justifications; attend associated meetings and hearings as needed.
- Prepare and conduct the final cost reconciliation and close-out packaging, ensuring maximum recovery and retention of all eligible funding, satisfactory disposition of arbitration and appeals, and availability of supporting documents for future audits.
- Coordinate with other consultants and vendors for related services such as accounting, legal, architecture, engineering, environmental, restoration, and construction contractors.
- Track, monitor, and report time and activities performed by Consulting Firm staff by project, or as allowable under the provisions of Federal guidance for direct administrative, indirect, and project management costs.
- Provide monthly written performance and status reports to the City and its consultants on the status of activities completed under this contract, the FEMA Public Assistance (PA) program, and other grant



assistance programs. The performance and status report should include, but not be limited to, the following items:

- Hours billed and amount invoiced by consulting firm staff
- PW and grant application development and revisions
- PW and grant application submissions and approvals
- Obligated amounts versus eligible estimates
- Issues with PW's and grant application submissions and resolutions
- Issues with PW's and grant application submissions and resolution
- Items requiring City assistance
- Amounts awarded to City per PW and grant application
- Requests for Reimbursement submitted
- Estimated and actual costs
- Reimbursements received by City
- Insurance deductions
- PW's and grant application closeouts

**PART IV- EVALUATION CRITERIA**

RFP#: \_\_\_\_\_ Title of RFP: \_\_\_\_\_

Evaluator: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Company Name: \_\_\_\_\_

		POINT RANGE	POINTS ASSIGNED
1	Experience and capacity of offeror, including recent and related experience	0-25	
2	Qualifications of project personnel and offerors ability to commit a capable staff and support for the project.	0-25	
3	Technical approach to the project and adequacy to achieve requirements of scope of work/services.	0-20	
4	Offerors commitment to meet Fair Share requirements.	0-15	
5*	Cost effectiveness and reasonableness of Offerors proposed fee.	0-15	

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

# CITY OF SHREVEPORT

## Section 40-Fair Share Requirements (Revised 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](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](http://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

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.*



RFP NO. \_\_\_\_\_

EXHIBIT B

PAGE \_\_\_\_\_ of \_\_\_\_\_

**SCHEDULE OF EVENTS**

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

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

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

RFP NO. \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

PAGE \_\_\_\_\_ of \_\_\_\_\_  
**COST PROPOSAL**

**RECOVERY PROGRAM AND GRANTS MANAGEMENT SERVICES**

<b>POSITION</b>	<b>HOURLY RATE</b>	
PROGRAM DIRECTOR	\$	PER HOUR
SENIOR PROJECT MANAGER	\$	PER HOUR
PROJECT MANAGER	\$	PER HOUR
DOCUMENT CONTROL SPECIALIST	\$	PER HOUR
PUBLIC ASSISTANCE SPECIALIST	\$	PER HOUR
DATA MANAGER	\$	PER HOUR
ACCOUNTING/AUDIT SUPPORT SPECIALIST	\$	PER HOUR
SUBJECT MATTER EXPERT	\$	PER HOUR
COST ESTIMATOR	\$	PER HOUR
ENGINEER	\$	PER HOUR
DESIGN SPECIALIST/ARCHITECT	\$	PER HOUR
SENIOR GRANTS MANAGER	\$	PER HOUR
GRANTS MANAGER	\$	PER HOUR
INSURANCE SPECIALIST	\$	PER HOUR
REIMBURSEMENT/CLOSEOUT SPECIALIST	\$	PER HOUR
DAMAGE ASSESSOR	\$	PER HOUR
<b>TOTAL HOURLY RATE</b>	<b>\$</b>	<b>PER HOUR</b>

**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%.

RFP NO. \_\_\_\_\_  
PAGE \_\_\_\_\_ of \_\_\_\_\_  
**COST PROPOSAL**

EXHIBIT E - CONT'D

\_\_\_\_\_  
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:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Opening Date/Time:** \_\_\_\_\_

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

EXHIBIT F

**City of Shreveport**  
**COMPLIANCE AGREEMENT-FSC FORM 1**

RFP# 21-813 (Revised 9-10-07)

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

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

**And, Executes this Compliance Agreement as:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_

Signature of Authorized Owner or Representative

Title

Date

Print Name: \_\_\_\_\_

**APPENDIX 1, Form 2**

**City of Shreveport  
UTILIZATION/CONTRACT TRACKING-FSC FORM 2**

**This multipurpose form is used to list all types of subs and changes to their status for Fair Share and Contract Tracking Reporting. (Revised 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 # \_\_\_\_\_

<b>List all Subcontractors (copy as needed)</b>	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

APPENDIX 1, Form 4



Bid # \_\_\_\_\_ PROJECT# \_\_\_\_\_ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

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

\_\_\_\_\_ at the price of \$ \_\_\_\_\_

(Name of DBE/FSC Firm) (Date)

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

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

(Signature of Owner or Authorized Agent) (Date)

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

**APPENDIX 1, Form 6**

**City of Shreveport**

RFP# \_\_\_\_\_ 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)

\_\_\_\_\_ (Email Address)

\_\_\_\_\_ (Fax Number)



AFFIDAVIT

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

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

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

\_\_\_\_\_ authorized representative of:

\_\_\_\_\_ with a Federal Tax Identification Number (EIN) of:

\_\_\_\_\_ and with a current email address of:

\_\_\_\_\_ who does hereby state as follows, to-wit:

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

BY: \_\_\_\_\_
Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_
Notary Public

\_\_\_\_\_
Notary Identification Number or LA Bar Roll Number
\*\*\*\*\*

Mail original affidavit via U.S. mail to: Purchasing Division P.O. Box 31109 | Shreveport, LA 71130
OR Deliver via other carrier or hand-delivery to: Purchasing Division 505 Travis St., Suite 610 | Shreveport, LA 71101
Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

**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: 21-813

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

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
  - 1.1 Public bribery (R.S. 14:118)
  - 1.2 Extortion (R.S. 14:66)
  - 1.3 Corrupt influencing (R.S. 14:120)
  - 1.4 Money laundering (R.S. 14:23)
- 2.0 Within the past five years from the project proposal 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 proposing 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 proposal 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)

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 proposal and any and all delay costs due to the readvertisement 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: \_\_\_\_\_ Email Address: \_\_\_\_\_

Fax to: 318-673-5408 OR Email to: [Renee.Anderson@shreveportla.gov](mailto:Renee.Anderson@shreveportla.gov) (12-05-17)