

**City of Shreveport**



REQUEST FOR PROPOSALS

RFP 21-816

<b>ON-DEMAND WATER AND SEWER REPAIR 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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**\*Required for all RFPs**

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*Revised 01-20-21*

May 19, 2021

RFP 21-816

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: August 12, 2021**

**PROPOSAL TITLE: ON-DEMAND WATER AND SEWER REPAIR SERVICES**

**STATE CONTRACTORS LICENSE CLASSIFICATION:** Municipal and Public Works 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](http://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

Renee Anderson  
Interim 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.**

**A NON-MANDATORY PRE-PROPOSAL Conference will be held at 2:00 p.m.. In the Field Services Office, 2139 Greenwood Road, Shreveport, LA on July 16, 2021. All Offerors are strongly encouraged to attend.**

## 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).***
- 5.1 Proposals should be sent to:
  - 5.1.1 City of Shreveport
  - 5.1.2 Office of The Purchasing Agent
  - 5.1.3 Government Plaza-Suite 610
  - 5.1.4 505 Travis Street
  - 5.1.5 Shreveport, LA 71101-3042
- 5.1.6 STATE CONTRACTORS LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

### 6.0 QUESTIONS

- 6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:
- 6.2 Email [angela.mcnicoll@shreveportla.gov](mailto:angela.mcnicoll@shreveportla.gov) or fax Angela McNicoll 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: \$2,000,000

### 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.

Part II

1.0 **INTENT**

1.1 It is the intent of the City of Shreveport to solicit proposals for fulfilling on-demand services of a contractor to perform repairs and associated activities for its sewer collection system, water distribution system, and associated infrastructure. .

2.0 **TERM OF CONTRACT**

The initial term of the contract shall be for one year from original executed date, unless terminated or extended in accordance with the provisions listed herein. After the initial one-year term of the contract, the contract may be extended for additional one-year period(s) up to a total of four additional years, with the mutual consent of the City and Contractor.

3.0 **PRICE CHANGES**

3.1 Price changes for succeeding years may be adjusted in accordance with the consumer price index for the owner's locale upon request by the Contractor, and approval by the City. Contractor shall submit a request for changes in price at least 90 days prior to the contract expiration in anticipation of renewal with a cost increase. City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Contractor shall issue a written notice to terminate to the City if Contractor will not renew or extend agreement for any successive one-year period. Written notice shall be provided at least 90 calendar days prior to the expiration of the respective term (first or successive). If no notice of termination or request for price change is given and Contractor moves to terminate agreement, Contractor shall provide written notice of intent to terminate. Contractor shall honor the then current Davis-Bacon prevailing rates for Caddo Parish, LA for a period of 90 calendar days after the respective term, or 90 calendar days after the notice of intent to terminate, whichever is the former, provided both they occur on or after the expiration of the respective term of the contract. If the City rejects the requested price increase, the request for increase shall serve as notice of Contractor's intent to terminate with respect to the required 90-day notice.

4.0 **AWARDS**

4.1 Multiple contracts may be awarded to qualified contractors that are selected for work. Contractor will only be allowed to qualify for only one of the multiple contracts to be awarded. Contractor shall be duly licensed by the State of Louisiana to perform municipal and public works construction.

4.2 An award resulting from this request shall be awarded to the responsive and responsible Offerors whose proposals are 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.

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 City's 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.

12.0 **JOINT VENTURE**

- 12.1 If the Proposer is a joint venture, provide the following information:
  - 12.1.1 Date of formation
  - 12.1.2 Name and address of each venture partner
  - 12.1.3 Principals of each venture partner
  - 12.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
  - 12.1.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to proposal. Such attachment shall not count in the page limit.

## PART III

### Definitions:

1. “**Job Time**” – Refers to billable time of contractor on-site for repair activities. Job Time shall not refer to dress-up activities; job time shall cease once the appropriate backfill and compaction has occurred.
2. “**Dress-up Activities**” – Refers to activities to restore site to prior or better condition and shall be paid based on unit quantities not on hourly rates, per the unit price bid form.
3. “**Mobilization**” – shall be used to collectively account for costs of mobilizing to site and demobilizing from site; may also be referred to as both Mobilization and Demobilization, Mobilization/Demobilization, Mob and Demob, etc. Mobilization/Demobilization is paid per each job based on the unit price bid form.
4. “**Emergency Mobilization**” – refers to a response by the contractor within the required two-hour window, when emergency locates are necessitated.
5. “**Planned Mobilization**” - refers to a response by the contractor that is not immediate, and does not require emergency locates, rather allows for standard 48 hour locates.
6. “**Job**” – refers to work in close proximity as a result of a single occurrence or issue whereby the work is continuous and/or contiguous in both time and local without requiring a demobilization and remobilization. Examples may include a single point repair, multiple point repairs within a general location (i.e., block or street), or a line segment spanning many hundreds of feet. Determination of individual job delineations is at the discretion of the City Superintendent or his designee.
7. “**Working Days**” – refers to days that occur in normal business hours and days on Mondays through Fridays. For instance, 3 working days past 6 pm on a Thursday would expire as of 5pm the following Tuesday, assuming no holiday falls on that Friday, Monday, or Tuesday.

### 1.0 SCOPE OF WORK

- 1.1 The City of Shreveport has allocated funds for the intent of fulfilling on-demand services of a contractor to perform repairs and associated activities for its sewer collection system, water distribution system, and associated infrastructure. Multiple contracts may be awarded to qualified contractors that are selected for work. Contractor will only be allowed to qualify for only one of the multiple contracts to be awarded. Contractor shall be duly licensed by the State of Louisiana to perform municipal and public works construction.
- 1.2 Contractor will be paid rates based on the type of work. Work will be delineated as either emergency response or as planned. This will be determined based on the notification given for the work required. Work requiring immediate mobilization by the contractor and necessitating emergency locates shall be deemed as emergency response and shall be paid at the rates on the bid form for emergency response work and shall be paid an emergency mobilization as on the bid form, regardless of time of day or day of week/year. Work allowing for time to plan and obtain standard locates (48 – hour) will be paid at the rate of planned work on the bid form and shall be paid a planned mobilization as on the bid form, regardless of time of day or day of week/year. Mobilization (including mobilization and demobilization) rates are per **Job**.
- 1.3 The Contractor shall be compensated for actual hours worked (**Job Time**) based on the hourly rates on the bid form. **Job Time** will commence when contractor’s full crew and equipment arrives on site and the Contractor is “job ready”. **Job Time** will be subject to verification by the City. For emergency mobilization, Contractor shall have no more than two hours to mobilize an emergency response. Extenuating Circumstances beyond the Contractor’s control (locates, procurement of materials, etc.) may delay actual start of work but shall not interfere with mobilization of equipment and personnel. Extenuating Circumstances shall not interfere with commencement of **Job Time**; **Job Time** will still commence when Contractor is “job ready” regardless of extenuating circumstances.
- 1.4 The Contractor must have demonstrated experience in performing water and sewerage repairs or other related/applicable underground utility work. The Contractor shall submit with its bid a list of key project personnel along with a description of their qualifications and experience related to performing the scope of work. The Contractor’s proposed Project Manager shall be specifically indicated. A list of references the Contractor has performed work for, including point of contact and contact information, shall also be submitted with the bid.
- 1.5 The Contractor shall provide with its bid a written “Understanding of Scope of Work” that will describe the Contractor’s understanding of the project requirements and scope of work. The Contractor will also provide a

written description of its capacity to perform the work necessary, including a listing of equipment proposed to be used.

- 1.6 The Contractor shall submit an hourly rate for designated labor and equipment as outlined on the bid form. Contractor shall submit quantity rates per the bid form for all non-hourly items. Non-hourly **Dress-up Activities** items shall not be paid both crew rates and unit prices but shall be paid based off of unit prices alone.
- 1.7 Unit prices in this contract shall be paid based on actual consumed units as listed on the bid form. Unit price bids will be paid at actual quantities performed under this agreement. The Contractor is not entitled to any claim for damages if the actual quantities or work performed should prove to be of greater or lesser value or quantity than the contract amount as bid.
- 1.8 The Contractor will be required to submit with its bid a detailed breakdown of work performed by Fair Share Certified (FSC) and Disadvantaged Business Enterprise (DBE) sub-contractors on projects previously performed under contract to the City of Shreveport. The Contractor must also submit with its bid a detailed list of all subcontractors it proposes to utilize in completing work under this contract. Fair Share Certified (FSC) and Disadvantaged Business Enterprise (DBE) sub-contractors will be specifically noted in accordance with the following:
  - 1.8.1 Only Fair Share Certified (FSC) and Disadvantaged Business Enterprise (DBE) are qualified as Fair Share compliant. Contractors must use these sub-contractors to meet the 25% Fair Share Goal.
  - 1.8.2 The City Fair Share Database listing compliant FSC and DBE companies has the current certified sub-contractors. The database can be viewed at <https://www.shreveportla.gov/141/Online-Database> .
  - 1.8.3 Contractor is required to solicit bids from ALL Fair Share companies that attend pre-bid meetings and at least 5 other FSC companies from the City Fair Share Database.
  - 1.8.4 If no FSC companies attend pre-bid meetings prime contractors are required to solicit bids from minimum 5 companies listed in the City Fair Share database.
  - 1.8.5 Addition, Removal, or Replacement of a Fair Share Certified (FSC) or Disadvantaged Business Enterprise (DBE) sub-contractor must be reviewed by the Fair Share Office. Contractor must provide written documentation for reasons.
- 2.0 **Details of scope of work.**
  - 2.1 Contractor shall provide labor, vehicles, equipment, tools, safety gear, incidentals, bonds and insurance.
  - 2.2 All materials required for each job will be furnished by the City of Shreveport, and delivered by the City of Shreveport, unless authorized by the Superintendent of Field Operations. If material procurement is authorized, markup shall be limited to 5%, as evidenced by supplier invoicing, and will be paid from miscellaneous items.
  - 2.3 The City reserves the right to determine the number of crews needed. Depending upon the volume of repairs, the City may require multiple crews. The City may assign multiple crews to be co-located on larger jobs, or each crew may be mobilized to different jobsites on an as-needed basis.
  - 2.4 The City's superintendent or his designee will coordinate the Contractor's work schedule of repairs. The City's superintendent must approve any holiday or weekend work.
  - 2.5 Contractor/crew shall respond within a 2-hour time period from the time of notification for **Emergency Mobilization**. Furthermore, crews shall be available 24 hours a day, 7 days a week, including holidays. **Job time** will commence when crew and equipment are on-site and job ready. Provided **emergency mobilization** is within the required 2-hour window, it shall be paid based on the rates supplied on the bid form.
  - 2.6 Contractor will be responsible for obtaining the required Louisiana One Call locates.
  - 2.7 Contractor will follow the current Shreveport standard specification for street and storm drainage and technical specifications for water and sewerage construction and their respective standard plans as applicable.
  - 2.8 The most recent edition of the "City of Shreveport Standard Specifications for Infrastructure Improvements" and the "City of Shreveport Standard Plans for Infrastructure Improvements" shall be incorporated to these specifications by reference and shall be deemed to be included herein in full, as if written fully herein. Where these specifications are at odds with either of those documents, these specifications shall govern.
  - 2.9 In the event that a court of competent jurisdiction finds any term or clause in this Agreement to be invalid, unenforceable, or illegal, the same will not have an impact on other terms or clauses in the Agreement or the entire Agreement. However, such a term or clause may be revised to the extent required according to the opinion of the court to render the Agreement enforceable or valid, and the rights and responsibilities of the



parties shall be interpreted and enforced accordingly, so as to preserve their agreement and intent to the fullest possible extent.

- 2.10 City will be responsible for coordinating and scheduling water main valve shutdowns, and support services (washing & cleaning of sewer lines, TV inspection of sewer lines, etc.) Some support services may be supplied by Contractor upon mutual agreement and approval by the superintendent and shall be paid from miscellaneous items.
- 2.11 Once work has been completed and inspected, the Contractor shall be responsible for compaction (per City standard specifications) and restoring the excavation to ground level, rough grading and cleanup/removal of excess dirt and materials from the jobsite. Once these tasks are completed **Job Time** shall cease. **Dress-up activities** will be measured and paid based on the units within the unit price bid form.
- 2.12 **Dress-up activities** shall commence within the timelines below:
1. **Driveways and Ingress/Egress** – Within 3 **Working Days** after **Job Time** stops.
  2. **Road Surfaces on Major Arterials or Other High Traffic Areas** – Within 2 **Working Days** after **Job Time** stops.
  3. **Other Road Surfaces and sidewalks** – Within 5 **Working Days** after **Job Time** stops.
  4. **Non-Paved Surfaces** – Within 10 **Working Days** after **Job Time** stops.
  5. **Fences** - Within 2 **Working Days** after **Job Time** stops, unless prohibited due to other dress-up activities, then shall occur within 2 **Working Days** after completion of dress-up activity preventing immediate fence repair. Temporary fencing shall be in place before leaving the job site, and as soon as is practically possible.

All **dress-up** shall be completed within 3 **working days** of commencement. For dress up of road surfaces, unless prevented due to cure time of concrete, all road surfaces should be open for traffic no later than 10 **working days** after **Job Time** stops. For sewer repairs, only where CCTV verification is required, dress-up timelines shall commence as stated number of days after CCTV work is completed confirming work in lieu of job time completion.

- 2.13 A zone manager of W&S Field Operations or his designee shall inspect completed repair work. Zone manager or his designee will also keep a record of personnel and equipment utilized during repair to compare Contractor's performance documentation and approve payment. Contractor shall submit daily time and material logs in a Time and Materials format showing resource consumption; reports shall match the unit price bid form and other rates as defined herein.
- 2.14 All restoration of properties, including affected citizen's properties, will be completed by the Contractor based on the unit prices herein (e.g., concrete, sod, dirt, driveways, fences, etc.), except in the event of damage outside of the scope of work resulting from Contractor's negligence. Any such negligent damage shall be restored by Contractor at their expense.
- 2.15 The Contractor must correct all "punch list" deficiencies before the work will be accepted as completed and paid.
- 2.16 Any accidents and/or incidents occurring at job sites shall be reported to the Superintendent of Field Operations. The Contractor shall complete all reports related to incidents/accidents.
- 2.17 The Contractor shall be responsible for all damages to properly marked utilities, (e.g., gas, cable, etc.) and private property, as well as property damaged outside of City Right of Ways, or authorized work areas.
- 2.18 Barricades may be furnished, installed, and removed by the City. If authorized by the Superintendent, barricades may be furnished, installed, and removed by the Contractor. Such expense shall be limited to markup for rentals and be paid from miscellaneous items.
- 2.19 The Contractor shall guarantee completed work for a period of two years. All warranty work shall be at the Contractor's expense. Contractor shall provide maintenance bond as outlined herein.
- 2.20 The depth of construction or repairs may extend to (20) twenty feet deep. Work may include all pipe, and infrastructure sizes in existence in the City's system. Should excavation necessitate an engineered excavation plan, such services must be performed by a professional engineer licensed in the State of Louisiana and duly competent to perform such calculations. Engineered excavation plan will be paid as force account from the miscellaneous items task and may be marked up based on allowable markup for subcontractors.

- 2.21 Mobilization and demobilization charges for the crew and excavator equipment shall be as submitted on the bid form. Any permits required to mobilize and demobilize shall be included in the mobilization and demobilization rates in the bid form. Mobilization/demobilization charges are not applicable to additional special needs beyond items 1 through 4 on the bid form and should be included in the hourly rates for any other mobilized equipment/materials/labor.
- 2.22 Sheeting, shoring, and related safety equipment are considered incidental and shall be included in the hourly rate. Special case sheeting and shoring shall be payable outside of crew hourly rate when applicable. Special case sheeting and shoring shall be paid for sheeting or shoring required for excavations over 15 feet. Only the additional sheeting and shoring will be paid separately per the square foot per day pricing on the bid form.
- 2.23 The price per hour for Bid Items 1 through 4 shall be based on a three (3) man crew, consisting of a field superintendent/equipment operator, and two (2) trained laborers, crew truck, as well as the respective size excavator.
- 2.24 The City's superintendent or his designee shall have the right to review the size of the excavator (i.e., rubber tire backhoe, mini excavator, or track hoe excavator up to 75,000 lbs.) required for the work. Additional equipment beyond that included in the hourly labor rate shall be approved by the City's superintendent or his designee.
- 2.25 The Contractor shall furnish all incidental tools, materials, and related equipment including but not limited to trash pumps (up to 4"), chop saws, hand tools, crew truck and/or tool trailer, and portable generators.
- 2.26 The following work items are considered special needs and shall be authorized by the City's superintendent or his designee prior to performing the work: well pointing, boring, HDPE fusing machine, manhole coring, concrete sawing (over 4" thickness), plumbing repairs, welding, manhole rehabilitation, tree service, electrical, hauling, concrete pumping, etc. In addition, any repairs within railroad rights-of-way shall be considered as special needs. The cost of the crews and equipment shall be per the bid items. The cost for permits, insurance, and flagmen is considered special needs. Contractor shall provide superintendent or his designee with a verbal or written cost proposal for any special needs item prior to performing work. Special needs items shall be paid out of miscellaneous items.
- 2.27 Use of equipment beyond those included in items 1-4 on the bid form above shall be approved by the superintendent or his designee, including air compressors, jack hammers, light plants, generators, dragline mats, dump trucks, pavement breakers, or hydraulic jack hammers.
- 2.28 The City may procure and maintain pumps when by-pass pumping is required. If the City is unable to provide the services, contractor may, with City superintendent's approval, provide these services. These services shall be supplied based on the unit price bid form. Each pump setup shall include 30' of suction hose and 500' of discharge hose. Measurement and payment shall be based on a day rate. All bypass pumps shall have a "silent" kit installed or be of the "silent" bypass pump type. Each respective rate shall include contractor's maintenance of pump, fueling of pump, maintenance of watertight suction and discharge hose, and cleaning of suction screens up to twice daily. If additional screenings or fueling requirements exceed twice daily, additional expense shall be pre-approved by the Superintendent or his designee and shall be paid out of Miscellaneous Items at a negotiated and approved rate. Road crossings shall be rented on a per each per day basis; for instance, two crossings utilized for 5 days would equate to a 10-day payment under the unit price bid form. These rates for pumps shall include operation and maintenance costs; City is not responsible for consumables and maintenance materials or labor of bypass pumps (fuel filters, oil changes, batteries, etc.).
- 2.29 In the event the Contractor solicits a sub-contractor or vendor to provide equipment, services or materials, the Contractor shall submit a copy of the sub-contractor or vendor's invoice. The prime Contractor shall calculate a handling fee as follows:
- 10% above the sub-contractors total invoiced amount
  - 5% above the total cost of materials purchased
  - 5% above the total cost of rentals
- 2.30 Contractor is required to contract with City Fair Share Certified (FSC) and Disadvantaged Business Enterprise (DBE) sub-contractors a minimum of 25% goal for the work performed under this contract.
- 2.31 Invoices shall include details regarding work performed. This shall include the location of the work, crew and equipment size, other equipment, special needs, sub-contractors, materials, number of hours and or costs for each line item and a general description of the work that was completed (i.e., 1500 lf of 6-inch water main). Attached to the invoice shall be written approval from the superintendent or his designee for the use of other

equipment, special needs, subcontractors, and materials; agreed to and signed off by both parties as evidenced by the daily time and material reports.

- 2.32 Dress-up work shall include returning site of excavation to prior or better condition, in compliance with any and all applicable City of Shreveport Standard Plans and Specifications. Dress-up labor shall be included in the unit quantities for items 23-28 of the unit price bid form; crew hours for items 1-4 of bid form shall not apply for dress-up work. Sod shall be replaced in kind by disturbed species and shall be measured and paid based on square yardage. All concrete and asphalt paving shall be per the Standard Plans and Standard Specifications of the City of Shreveport, unless in-kind conditions exceed either of these in material quality, thickness, or base, such as DOTD maintained surfaces. In these special cases, a preapproved negotiated rate may be paid out of miscellaneous items to meet the in-place paving conditions to ensure surface is restored to pre-existing conditions.

Well-Pointing shall be pre-approved by the Superintendent. Contractor may, with City superintendent's approval provide these services. These services shall be supplied based on the unit price bid form. Each pump setup shall include suction header and up to 500' of discharge hose. Measurement and payment for pump shall be based on a day rate. All well-point pumps shall have a "silent" kit installed or be of the "silent" pump type. Each respective rate shall include contractor's maintenance of pump, fueling of pump, maintenance of watertight suction and discharge hose. If additional fueling requirements exceed twice daily, additional expense shall be pre-approved by the Superintendent or his designee and shall be paid out of Miscellaneous Items at a negotiated and approved rate. Road crossings, if required, shall be rented on a per each per day basis; for instance, two crossings utilized for 5 days would equate to a 10-day payment under the unit price bid form. These rates for pumps shall include operation and maintenance costs; City is not responsible for consumables and maintenance materials or labor of well-point pumps (fuel filters, oil changes, batteries, etc.). Providing, installing, and upkeep and removal of well-points and suction piping shall be included in the per linear foot price on the bid form; linear footage will be measured based on suction header footage, and shall include up to 4 points per 10 foot of suction header.

- 2.33 Contractor's responsibilities shall include participating in Project Management, Estimating, Submittal Procedures, As-Built Records and Construction Scheduling Workshops with City and Clean Water Shreveport Program for implementing under this contract. Contractor will be allowed to bill for employees required time to attend workshops per approved hourly rates.

Workshop attendees and their hourly rates must have prior approval by City and Clean Water Shreveport Program in order to be invoiced by Contractor under Miscellaneous Items Bid Item No. 35.

**PART IV- EVALUATION CRITERIA**

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

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

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

		POINT RANGE	POINTS ASSIGNED
1	Cost Effectiveness and reasonableness of Offeror's Proposed Fee. *	0-40 *	
2	Offerors commitment to meet Fair Share Requirements. **	0-30 **	
3	Understanding of Scope of Work and Capacity of Offeror to commit a capable staff and support for a project of this size under the time constraints identified in the RFP.	0-20	
4	Experience and qualifications of Offeror, including consideration of project personnel and feedback from references.	0-10	

**TOTAL POINTS: 100 Points**

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

\*\*The points for Fair Share participation (Item 3) shall be based upon the standard formula as listed below: Highest Fair Share participation percentage will be scored by applying the maximum number of points permissible to the responsible firm submitting the highest Fair Share participation percentage. All other Offers are "prorated" points, by determining the percentage of differential between the highest Fair Share percentage Offeror's proposal and each of the other Offeror's Fair Share percentage proposal, 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 #1 – FAIR SHARE FORMS 1-4**
- 1.7  **Submit Appendix #2 - FELONY CONVICTION STATEMENT.**
- 1.8  List any exceptions to this RFP (and/or the City’s Standard Agreement).
- 1.9  Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.

PART VI  
RFP NO. \_\_\_\_\_

EXHIBIT A

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

**UNDERSTANDING THE SCOPE OF WORK**

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

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		



Item #	Item Description	Quantity	Pay Unit	Unit Price	Extended Cost
1	Planned Work – Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator up to 20,000 lbs.	200	Hours		
2	Emergency Response Work – Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator up to 20,000 lbs.	50	Hours		
3	Planned Work – Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire back hoe/mini-excavator over 20,000 lbs. up to 75,000 lbs.	200	Hours		
4	Emergency Response Work – Three-man crew consisting of a field superintendent and two (2) trained laborers, truck, rubber tire backhoe/mini-excavator over 20,000 lbs. up to 75,000 lbs.	50	Hours		
5	Planned Mobilization/Demobilization	7	Each		
6	Emergency Mobilization/Demobilization	3	Each		
7	Additional Operator and Excavator up to 24,000 lbs.	20	Hours		
8	Additional Operator and Excavator 24,001–40,000 lbs.	20	Hours		
9	Additional Operator and Excavator 40,001-60,000 lbs.	20	Hours		
10	Additional Operator and Excavator 60,001-90,000 lbs.	20	Hours		
11	Air Compressor	50	Hours		
12	Jack Hammer	50	Hours		
13	Light Plant	100	Hours		
14	7 CY Dump Truck including Truck Driver	25	Hours		
15	18 CY Dump Truck including Truck Driver	25	Hours		
16	Hydraulic Jack Hammer	10	Hours		
17	Dragline Mats	50	Hours		
18	Pavement Breaker	12	Hours		
19	Provide and maintain 6" bypass pumping – Day Rate	20	Days		
20	Provide and maintain 8" bypass pumping – Day Rate	20	Days		
21	Mobilization/Demobilization for bypass pumping	20	Each		
22	Bypass Road Crossings	30	Days		
23	Provide and Install Concrete Sidewalk minimum 4" thick	200	Square Yards		

**ACKNOWLEDGEMENT**

\_\_\_\_\_ (initial)

\_\_\_\_\_ (initial)

Item #	Item Description	Quantity	Pay Unit	Unit Price	Extended Cost
24	Provide and Install Concrete Paving minimum 4" thick (Driveway and Surface Paving)	200	Square Yards		
25	Provide and Install Concrete Traffic Surface minimum 8" Thick, including 8" base per specifications	200	Square Yards		
26	Provide and Install Asphalt Traffic Surface minimum 4" thick, including 8" base per specifications	200	Square Yards		
27	Provide and Install Asphalt Traffic Surface minimum 6" thick, including 8" base per specifications	200	Square Yards		
28	Provide and Install Sod	3,000	Square Yards		
29	Provide and maintain 8" well point pumping – Day Rate	10	Days		
30	Provide and maintain 12" well point pumping – Day Rate	10	Days		
31	Mobilization/Demobilization for well point system	2	Each		
32	Provide, Install and Maintain well points and suction and discharge headers	200	Linear Foot		
33	Select Fill (Delivered to Job Site)	1,000	Cubic Yards		
34	Gravel – SB2 (Delivered to Job Site)	300	Cubic Yards		
35	Miscellaneous Items *	1	Dollars	\$60,000.00	\$60,000.00
				<b>Total:</b>	

**\*MISCELLANEOUS ITEMS IS A LUMP-SUM PAY ITEM. ALL ITEMS PAID FOR UNDER THIS PAY ITEM, SHALL BE PRE-APPROVED BY THE CITY ENGINEER PRIOR TO THE PERFORMANCE OF ANY WORK. ALL COST RELATED ASPECTS, INCLUDING LABOR & MATERIAL COST, WILL BE INCLUDED IN THE CHARGE FOR ITEMS SUBMITTED FOR PAYMENT UNDER THIS BID ITEM. "MISCELLANEOUS ITEMS" IS TO BE INCLUDED IN YOUR BASE BID.**

RFP NO. \_\_\_\_\_  
PAGE \_\_\_\_\_ of \_\_\_\_\_  
**ACKNOWLEDGEMENT**

EXHIBIT D

\_\_\_\_\_ (initial)

\_\_\_\_\_ (initial)

**OFFERORS CERTIFICATIONS**

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

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

- 1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
- 1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
- 1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project;
- 1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
- 1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation or business.
- 1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.

\_\_\_\_\_  
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: 21-816

Project Name: On-Demand Water and Sewer Repair Services

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

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

EXHIBIT E

## 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/FairShareApp](http://www.shreveportla.gov/fair_share/FairShareApp)

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/141/online-database> 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 # \_\_\_\_\_

<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



**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.**

Printed Name of Authorized Contractor Representative:

Authorized Signature of Contractor Representative:

Date:

Notary Public Use Only:  
State of \_\_\_\_\_

Parish / County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_

in the year of \_\_\_\_\_

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.

Signature of Notary Public: \_\_\_\_\_

# 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

# 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)



APPENDIX 2



AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

# City of Shreveport

## FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

RFP Number: 21-816

**By signing this document in accordance with La. R.S. 38:2227, the appearer, as a Quoter 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 Quoter 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: \_\_\_\_\_ Email Address: \_\_\_\_\_

Fax to: 318-673-5408      OR Email to: [angela.mcnicoll@shreveportla.gov](mailto:angela.mcnicoll@shreveportla.gov)      (10-23-15)

## **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

1.2.1.1 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.

### 1.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

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

### 1.4 CONTRACT BOND

1.4.1 **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.

1.4.2 The insurance required shall be written for not less than limits of liability specified herein. Coverages 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.

#### 1.4.3 PROPERTY INSURANCE

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

1.4.3.2 Certificates of insurance on forms provided by City 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 coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverages shall be submitted with the final Application for Payment Information concerning reduction of coverage shall be furnished by the CONTRACTOR with reasonable promptness in accordance with the CONTRACTORS information and belief.

#### 2.0 INDEMNIFICATION

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

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

#### 3.0 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.

3.1.2 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

4.2 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.

##### 4.3 PERSONAL LIABILITY OF PUBLIC OFFICIALS

4.4 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.

##### 4.5 NO WAIVER OF LEGAL RIGHTS

4.6 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.

##### 4.7 THIRD-PARTY LIABILITY.

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

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

**Revised 06/20/18 -Contractors requirements**