

# CITY OF SHREVEPORT-PURCHASING DIVISION

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

November 15, 2021

TO: Prospective Consultants

You are invited to submit a response for **RFS #21-707 Architectural Services for SporTran Transit Resource Center – Phase 2**. A complete Request for Statement of Qualification package is attached for use in preparing your response.

Please make **single-sided copies** of the Transmittal Letter and Standard Form 330, which is available on the web at: <http://www.gsa.gov/portal/getFormFormatPortalData?mediaId=33261>

In the Transmittal Letter include the names of all subs and an estimate of the Fair Share/DBE goal to be achieved. Submit these with any other documentation and return one (1) clearly identified original and eleven (11) copies (TOTAL OF TWELVE (12) DOCUMENTS) on or before the date/time as shown on page number two (2). **Provide an electronic copy (CD or USB drive) of your response in an ATTACHED (NOT A LOOSE) pocket file with each copy (12 documents) of your submittal.** 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. Fees and reimbursable expenses are limited based upon the information listed on page number three (3).

This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a response, or to contract for the services. The City reserves the right to accept or reject any or all responses received as a result of this request, to waive informalities, to negotiate with all qualified consultants, or to cancel in part or in its entirety, if it is in the best interest of the City to do so. **The selected consultant will be requested to adhere to the City's Fair Share/DBE Program requirements.**

Sincerely,

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Senior Buyer

Attachment: Return Envelope Format (one page)

**The CONTRACT VERIFICATION-DBE/FSC FORM 6, as enclosed**, must be furnished with the prime contractors signed contract.

**The Felony Conviction Statement (Appendix 3)** should be submitted with your response.

Revised 12/04/19

Account: 0000002676

Proof of Publication Required



City of Shreveport  
REQUEST FOR STATEMENT OF QUALIFICATIONS

SEALED QUALIFICATION STATEMENTS, addressed to the Purchasing Agent for the City of Shreveport must be received in the Purchasing Division, Government Plaza, Suite 610, 505 Travis Street, Shreveport, Louisiana 71101, **not later than 3:00 p.m. on December 14, 2021**, for the following project:

**RFS 21-707 Architectural Services for SporTran Transit Resource Center – Phase 2**

Maximum Professional Services Fee: \$150,000

Solicitation documents are posted on BidSync.com. To view the general RFS information and receive notices by e-mail, you will have to register with BidSync. Registration is free. Only paper responses are allowed for RFS submittals. If you wish to view or download entire RFS packages, you may do so for a fee. Go to BidSync.com for more information on this. Solicitation documents are also posted on the City's website at [www.shreveportla.gov/Solicitations](http://www.shreveportla.gov/Solicitations). BidSync shall be the official source for solicitation documents. Email inquiries should be directed to [shay.meadows@shreveportla.gov](mailto:shay.meadows@shreveportla.gov).

Renee Anderson  
Interim Purchasing Agent

Advertise: 11-15-21

07-01-2019

CITY OF SHREVEPORT  
REQUEST FOR STATEMENT OF QUALIFICATIONS  
FOR  
ARCHITECTURAL FIRMS

1.0 **PURPOSE**

- 1.1 The City of Shreveport is seeking the services of interested and qualified firms to perform the required services for the following construction type project.
- 1.2 SporTran is conducting a competitive selection process to obtain these services.
- 1.3 It is the City's intent to use the competitive RFS selection process described herein to select a qualified firm to provide the described services.

2.0 **PROJECT NAME**

- 2.1 RFS #21-707 Architectural Services for SporTran Transit Resource Center – Phase 2

3.0 **MAXIMUM PROFESSIONAL SERVICES FEE: \$150,000. Compensation for basic services for this project will be calculated using the fee formula used by the State of Louisiana in its construction design contracts.**

- 3.1 The estimated Available for Construction for Phase 2 is \$1,500,000.
- 3.2 Schematic design, design development, construction documents, bidding and contracting support, and construction administration services are required for Phase 2.
- 3.3 The Designer will be required to design to a fixed limit of construction cost established by the City. If the lowest responsive construction bid exceeds the amount Available for Construction, the Designer shall redesign the project for re-bid for no additional cost to the City.

3.4 **OTHER FEES**

- 3.4.1 Only other fees allowed will be: As negotiated for Surveying, Right-of-Way and Environmental, when needed.
- 3.4.1.1 The City reserves the right to contract for these separately.

4.0 **REIMBURSABLE EXPENSES**

- 4.1 **These must be approved in writing by the City before their incurrence.**
- 4.2 The successful consultant will provide a not to exceed itemized Reimbursable Expenses Budget and it will be computed as follows:
  - 4.2.1 Actual Cost X 1.0

5.0 **PRIMARY DISCIPLINE(S) REQUIRED**

- 5.1 Architect
- 5.2 Specialized Experience: Interested parties should demonstrate relevant experience in the design of mixed use facilities and renovation of historic structures.

6.0 **INTENT OF REQUEST FOR QUALIFICATIONS**

- 6.1 The Shreveport Architect & Engineering (A/E) Selection Committee is seeking qualified individuals or firms to design and prepare appropriate documents for the project listed above, and to represent the interest of the City of Shreveport during the design, renovation, construction and close out of the project.

7.0 **INSURANCE REQUIREMENTS**

- 7.1 The Consulting Firm 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.
- 7.2 Such insurance, at a minimum, must include the following coverages and limits of liability.
  - 7.2.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence.

- 7.2.2 **This policy should be endorsed to name the City as an additional insured.**
- 7.2.3 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 Million otherwise the Consulting Firm must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.
- 7.3 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person or \$300,000 each occurrence or a combined single limit of \$500,000 per occurrence.
- 7.3.1 **This policy should be endorsed to name the City as an additional insured.**
- 7.4 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.
- 7.4.1 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.
- 7.4.2 The certificate of insurance required herein, must have the following statement shown in the remark section:
- 7.4.2.1 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.
- 7.5 Professional Liability Insurance.
- 7.5.1 For projects with an estimated total cost in excess of \$1 Million the limit of liability shall be in an amount not less than \$1 Million per claim and in the annual aggregate.
- 7.5.2 For projects with a total estimated cost of \$500,000 to \$1 Million the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate.
- 7.5.3 For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
- 7.5.4 Coverage shall be maintained for at least two years following completion of the project.
- 7.6 The Consulting Firm shall promptly notify the City if any claim is asserted against the contractor whenever such a claim would apply to this coverage.
- 7.7 This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client.
- 7.8 The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance.
- 7.9 All coverage provided for above 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 rating of B+VII** or better.
- 7.10 This rating requirement is waived on the Workers Compensation coverage only.
- 7.11 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.
- 7.11.1 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.
- 7.11.2 The Consulting Firm 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.

- 7.11.3 The payment of any deductible specified by such insurance policies shall be the responsibility of the Consulting Firm and will be paid solely by the Contractor.
- 7.11.4 If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment from the City.
- 7.11.5 The City will give the Consulting Firm prompt notice in writing if the institution of any suit or proceeding and permit the Consulting Firm to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so.
- 7.11.6 The Consulting Firm 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.
- 7.11.7 The Consulting Firm shall furnish immediately to the City copies of all pertinent papers received by the Consulting Firm.
- 7.11.8 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the city by the Consulting Firm.

**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 08/29/16 -Contractors requirements**

**SCOPE OF WORK**

The project at 1253 Texas Avenue, Shreveport, LA 71101 involves renovation of the second floor of a two-story structure. The second floor makes up approximately 16,000 SF out of a total of 32,000 SF in the main structure. The main structure consists of two, two story adjacent buildings that were combined to form the current structure. The ground floor of the proposed project has already been designed and will include a food court and storefront retail space, public restrooms, and a passenger waiting area. The second floor design work described in this scope of work will include office space and a training center. The project will also include an Information Technology data center to support Intelligent Transportation Systems infrastructure. Second floor windows, roofing, façade work and parking at the rear of the building will be completed in the Phase I project and are not part of this scope of work.

9.0 **SUBMITTAL INFORMATION**

9.1 **ONE (1) CLEARLY IDENTIFIED ORIGINAL AND ELEVEN (11) COPIES (TOTAL OF TWELVE (12) DOCUMENTS) OF THE QUALIFICATION STATEMENT** and supporting documentation shall be submitted to the Purchasing Agent, City of Shreveport not later than 3:00 p.m. on **the date specified on page two.**

10.0 **PROPOSALS MUST BE DELIVERED TO:**

- 10.1 City of Shreveport
- 10.1.1 Office of The Purchasing Agent
- 10.1.2 Government Plaza-Suite 610
- 10.1.3 505 Travis Street
- 10.1.4 Shreveport, LA 71101-3042

11.0 **DOCUMENTATION OF RESPONSES**

- 11.1 Responses to this request will be recorded in the presence of one or more witnesses.
- 11.2 Responses to this request must be submitted by using the attached envelope format on your sealed container.
- 11.3 Your firm name and address, RFS number, opening date and time, and RFS title should be shown on the outside of the envelope/container.
- 11.4 The City assumes no responsibility for unmarked envelopes/Containers being considered for an award.
- 11.5 Qualification statements received after the time specified will be recorded and then returned unopened. Questions seeking clarification of an aspect of this RFS may be submitted to [shay.meadows@shreveportla.gov](mailto:shay.meadows@shreveportla.gov).

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.

13.0 **SUBMISSION REQUIREMENTS**

13.1 To achieve a uniform review process and allow for adequate comparability, organize your response to this request in the manner specified below:

- 13.1.1  Letter of Transmittal--limit to four printed pages.
- a. \_\_\_ State your firms understanding of the work to be done, make positive commitment to perform the work, and provide information on similar work that you have performed.
  - b. \_\_\_ Email address.
  - c. \_\_\_ Total number of employees in your firm.
  - d. \_\_\_ Number of employees in the Shreveport office.
  - e. \_\_\_ Percent of design work to be provided by the Shreveport office
  - f. \_\_\_ Percent of design work to be provided at other locations. List each location separately.
  - g. \_\_\_ Provide a list of current and projected projects.
  - h. \_\_\_ Identify your proposals principal strengths.
  - i. \_\_\_ State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency, including but not limited to the City of Shreveport, within the past five (5) years, because of your performance.
  - j. \_\_\_ Include names of all subs and an estimate of the Fair Share goal to be achieved.
  - k. \_\_\_ Indicate the number and dates of amendments that you have received. **(end of transmittal letter)**

**\*\*\* Transmittal Letter ends here.\*\*\***

- 14.0  Provide Standard Form 330.
- 15.0  Submit the enclosed **FELONY CONVICTION STATEMENT/ E-VERIFY AFFIDAVIT (Appendix 3)**.
- 16.0  Submit the enclosed **AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR (Appendix 4)**.
- 17.0  Submit the enclosed **CERTIFICATION REGARDING LOBBYING (Appendix 5)**.
- 18.0  Other information and materials may be submitted in support of qualifications, etc.
- 19.0  **Provide an electronic copy (CD or USB flash drive) of your response in an ATTACHED (NOT LOOSE) pocket file with each copy (11 copies) of your submittal.**



20.0 **SELECTION PROCESS AND METHOD OF AWARD**

- 20.1 The qualification statements will be evaluated in accordance with Section 26-243 of the Code of Ordinances of the City of Shreveport, which governs the City's A/E Selection Committee.
- 20.2 A/E Selection Committee Meeting Notices are now posted on the web in Section 700 under Bids/RFPs.
- 20.3 Instructions are as follows:
- 20.4 Go to web site: [www.shreveportla.gov](http://www.shreveportla.gov)
- 20.5 Click on Business, Bids & RFPs, then on Forms and Listings
- 20.6 Scroll down to Section 700 and click on it.
- 20.7 The City's A/E Selection Committee members will review the qualification statements and letter of interest and may conduct interviews with any or all submitting firms if it finds that such interviews are warranted and will aid in the selection process.
- 20.8 Regular A/E Selection Committee Meetings are public meetings and Interviews are not public meetings.
- 20.9 The Committee will recommend three firms to the Mayor and shall submit the list of firms in order of preference, based on its analysis of the material submitted.
- 20.10 The Mayor has the final selection authority.
- 20.11 Factors to be considered by the A/E Selection Committee include the firm's compliance to the Fair Share Ordinance, firm's location, the amount of work that will be performed in Shreveport, current workloads in relationship to its capacity, experiences on similar projects, performance on prior contracts with the City, personnel available for the work, a proposed work plan where applicable, and any other factors necessary to make an informed recommendation.
- 20.12 The selection process will likely take approximately 60 to 90 days.

21.0 **PROCESSING OF DATA WARRANTY**

- 21.1 The Architect/Engineer shall warrant fault-free performance and fault-free results in the processing of data and data-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided hereunder individually or in combination, as the case may be from the effective date of the contract.
- 21.2 Also, the Architect/Engineer warrants the current year and beyond calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure.
- 21.3 The City, at its sole option, may require the Architect/Engineer, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.
- 21.4 The obligations contained herein apply to products provided by the Architect/Engineer, its substitute in lieu thereof-Architect/Engineer or any third party involved in the creation of the products to be delivered under this contract.
- 21.5 Failure to comply with any of the obligations contained herein may result in the City of Shreveport availing itself of all its rights under the law and under this contract including, but not limited to, its right pertaining to termination or default.
- 21.6 The warranties contained herein are separate and discrete from any other warranties specified in the solicitation document, and are not subject to any disclaimer of warranty or limitation of the Architect/Engineers liability.

22.0 **SUB-CONSULTANT TRACKING**

- 22.1 When the contracts are provided to the City by the successful A/E Firm for appropriate signatures, the Firm shall, on the form provided by the City as enclosed herein, identify the Prime Consultant and Consultants/Sub-Consultants to the second tier and state which of the following categories each fall within:
- 22.2 Those owned 51 percent or more by persons defined as minorities by the Small Business Administration;
- 22.2.1 Those owned 51 percent or more by women;

- 22.2.2 Those owned by disadvantaged persons certified by the Department of Disadvantaged Business Enterprises Office (DBE), as qualified under 49 CFR Part 23 by the Assistant Chief Administrative Officer of the City of Shreveport;
- 22.2.3 Small businesses as defined by the Small Business Administration;
- 22.2.4 Fair Share Businesses certified through the Louisiana Department Economic Development;
- 22.2.5 Those which do not fall into any of the above categories.
- 22.2.6 A/E Firm (Prime Consultant) shall provide updated information to the Project Manager and the Purchasing Agent within five days of the time any of the information changes.
- 22.2.7 This information is to be provided for record keeping purposes in accordance with Section 26-218 of the Code of Ordinances of the City of Shreveport and shall not affect the award of any contract, except as stated below.
- 22.2.8 Note: On contracts for which the federal funding sources specify that said information will affect the award of the contract, this language shall be inapplicable. Prime Consultants should verify whether this is the case for each particular project.

23.0 **PAYMENTS DUE THE CITY**

- 23.1 Section 26-211 of the Citys Code of Ordinances requires the following:
  - 23.1.1 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.
  - 23.1.2 No contract to which the city is a party shall be awarded to any person who:
    - 23.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
    - 23.1.4 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
    - 23.1.5 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.
  - 23.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 23.2 Bids/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.

24.0 **UNSATISFACTORY WORK**

- 24.1 Contractor performance will be evaluated, at completion of project.
- 24.2 The City shall not be obligated to pay for unsatisfactory work.

25.0 **COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

26.0 **PUBLIC INFORMATION**

- 26.1 The contents of any proposal will not be public information until after the contract award is made.

## 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::

[www.shreveportla.gov/FairShareApp](http://www.shreveportla.gov/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: 21-707 (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) 21-707 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.	Notary Public Use Only: State of _____ Parish / County of _____
Printed Name of Authorized Contractor Representative: _____  Authorized Signature of Contractor Representative: _____	Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____
Date: _____  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 # 21-707 PROJECT Architectural Services for SporTran Transit Resource Center – Phase 2**

### 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 or Deliver via other carrier or hand-delivery to:

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

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

APPENDIX 3

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

RFS Number: 21-707

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

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
1.1 Public bribery (R.S. 14:118)
1.2 Extortion (R.S. 14:66)
1.3 Corrupt influencing (R.S. 14:120)
1.4 Money laundering (R.S. 14:23)
2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
2.1 Theft (R.S. 14:67)
2.2 Identity Theft (R.S. 14:67.16)
2.3 Theft of a business record (R.S.14:67.20)
2.4 False accounting (R.S. 14:70)
2.5 Issuing worthless checks (R.S. 14:71)
2.6 Bank fraud (R.S. 14:71.1)
2.7 Forgery (R.S. 14:72)
2.8 Contractors; misapplication of payments (R.S. 14:202)
2.9 Malfeasance in office (R.S. 14:134)

3.0 By signing this document in accordance with La. R.S. 38:2212.10, the appearer, as a bidder on the above project, does hereby attest that:

- 3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.
3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.
3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

If evidence is submitted substantiating that a false attestation has been made and the project must be readvertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the cost of rebidding, additional costs due to increased cost of bids and any and all delay costs due to the rebid or cancellation of the contract.

And, executes this document as:

Company Name: \_\_\_\_\_
Address: \_\_\_\_\_
Phone Number: \_\_\_\_\_ FAX Number: \_\_\_\_\_
By: \_\_\_\_\_
Signature of Authorized Owner or Representative Title Date

Print Name: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_
Fax to: 318-673-5408 OR E-Mail to: shay.meadows@shreveportla.gov (10-23-15)



**APPENDIX 4**

**City of Shreveport**

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

RFS Number: 21-707

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

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

- 1.0 that I employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, in connection with the construction of the public building or project or in securing the public contract were in regular course of their duties for me; and
  - 2.0 that no part of the contract price received by me was paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by me whose services in connection with the construction of the public building or project were in the regular course of the duties for me.
  - 3.0 Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.
- (a) For the purposes of this Section, a substantial, financial interest shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

THUS DONE AND PASSED before me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

_____	_____
Signature	Title

NOTARY PUBLIC _____	Signature _____
	Seal _____

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*License # \_\_\_\_\_

PLEASE RUSH TO:

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

SEALED QUALIFICATIONS FOR:

RFS Number: 21-707

Project Name: Architectural Services for SporTran Transit Resource Center – Phase 2

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

Attention: Use this format on the outside of your container when responding with a paper bid.  
We do not accept faxed responses for formal solicitations. Revised 10-20-11

## FEDERAL CLAUSES FOR FTA FUNDED PROJECTS

### Protest Procedures:

Any actual or prospective Bidder, or Contractor who is aggrieved, in solicitation or award of a contract, may protest to the City Purchasing Agent. The protest shall be submitted in writing within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. The protest must be accompanied by a detailed statement, indicating the reasons for such protest. The Purchasing Agent shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved Bidder, or Contractor, actual or prospective, concerning the solicitation or award of a contract. If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision, in writing within ten (10) days. The decision shall state the reason for the action taken. Any protest taken to court shall be subject to the Protestor paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.

The right of protest does not prevent the City from proceeding with the award of the contract at any time.

### FEDERAL TERMS AND CONDITIONS

It is a requirement of the Federal Government that activities financed, in part, with Federal funds and performed by a third party contractor and its subcontractors on behalf of a Federal grantee must be carried out in accordance with Federal requirements. The following terms and conditions are applicable to this IFB and any contract resulting from this solicitation. These provisions supersede and take precedence over any other clause or provision contained within this IFB which may be in conflict therewith.

Activities performed resulting from the original contract to this and any other prior or subsequent contract amendments thereto are financed, in part, by a grant from the United States Department of Transportation (DOT), Federal Transit Administration (FTA), and are therefore subject to the applicable grant terms, conditions, and regulations.

Accordingly, any contractor and its subcontractors performing activities under this contract must adhere to the Federal regulations stated herein as a condition of satisfactory performance.

All subcontracts and subcontractors employed as a result of this contract are subject to the same conditions and regulations as set forth herein unless specifically exempted. The prime contractor shall ensure that its subcontractors at all tiers are made aware of and comply with these Federal regulations. The prime contractor will be held liable for compliance failures by its subcontractors. Failure to comply will render the prime contractor responsible for damages and/or contract termination.

In accordance with 49 CFR, Part 26.27, the City of Shreveport encourages prime contractors, subcontractors, and suppliers to search for and utilize services provided by financial institutions that are owned and/or controlled by socially and economically disadvantaged individuals. Information on the availability of such institutions can be obtained from the Federal Reserve website: <http://www.federalreserve.gov/releases/mob/>

**Access to Records and Reports.** The Bidder agrees to provide the City of Shreveport, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

**ADA Access.** Contractor shall comply with, and require all subcontractors to comply with, all Federally mandated Americans with Disabilities Act accessibility requirements.

**Breaches and Dispute Resolution** - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City of Shreveport Chief Administrative Officer (CAO). This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the CAO or his/her designee. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in

support of its position. The decision of the CAO or his/her designee shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by the City of Shreveport, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Louisiana.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]** - Contractors who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

**Clean Air.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Clean Water.** (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

**Civil Rights.** The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. & 2000d, section 303 if the Age Discrimination Act of 1975, as amended 42 U.S.C. & 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. & 12132, and Federal transit law at 49 U.S.C. & 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employing Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. & 2000e, and Federal transit laws at 49 U.S.C. & 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implements Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C &2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. IN addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - Un accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. & 623 and Federal transit law at 49 U.S.C. & 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, The Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. & 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only in necessary to identify the affected parties.

### **Disadvantages Business Enterprise (DBE)**

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%.The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The City of Shreveport's overall goal for DBE participation is 11.66% A separate contract goal of has not been established for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in termination of this contract or such other remedy as City of Shreveport deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

Bidders/offerors are required to document sufficient DBE participation to meet these goals or, alternatively, document adequate good faith efforts to do so, as provided for in 49 CFR 26.53. Award of this contract is conditioned on submission of the following:

The bidder/offeror shall submit the following information:

- (1) Names and addresses of DBE firms that will participate in the contract.
- (2) A description of the work that each DBE firm will perform.
- (3) The proposed dollar amount of work for each DBE firm participating.
- (4) Written documentation of the bidder/offerors commitment to use a DBE subcontractor whose participation is submitted to meet the contract goal.
- (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4).
- (6) If the goal is not met, written evidence of good faith efforts to meet the goal.

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance no later than 15 days after the contractor's receipt of payment for that work from City of Shreveport. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed or if incremental payments to the subcontractor are included, then within 30 days after incremental acceptance by City of Shreveport and contractor's receipt of the partial retainage payment related to the subcontractor's work.

The contractor must promptly notify City of Shreveport whenever a DBE subcontractor performing work related to this

contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of City of Shreveport.

**Energy Conservation.** The Bidder shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321, *et seq.*

**Federal Changes.** Bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Bidder's failure to so comply shall constitute a material breach of this contract. All standards or limits set forth in this agreement to be observed in the performance of the contract are minimum requirements.

**Fly America.** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**Government-wide Debarment & Suspension.** This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Shreveport. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Shreveport, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**Incorporation of Federal Transit Administration (FTA) Terms.** The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Bidder shall not perform any act, fail to perform any act, or refuse to comply with any City of Shreveport requests which would cause City of Shreveport to be in violation of the FTA terms and conditions.

**No Federal Government Obligation.** The City of Shreveport and the Bidder acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to The City of Shreveport, the Bidder, or any other party (whether a party or not to the contract) pertaining to any matter resulting from the underlying contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**Notice of Fraud, Waste, Abuse, or Other Legal Matters.** The contractor must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region VI, if the contractor has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Page 22 of 26 Claims Act, 31 U.S.C. § 3729 *et seq.*, or

has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the contractor.

**Program Fraud & False or Fraudulent Statements & Related Acts.** The Bidder acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. Sec. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, 49 CFR Part 31, apply to its actions pertaining to this contract. The Bidder certifies or affirms the truthfulness and accuracy of contract. Upon execution of the underlying contract, the Contractor any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Sec. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. Sec. 1001 and 49 U.S.C. Sec. 5307(n) (1) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above language in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

**Recovered Materials.** The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**Seismic Safety.** The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

**Termination for Convenience.** The Contracting Officer may, by written notice, terminate this order, in whole or in part, when it is in the best interest of The City of Shreveport. In the event of such termination, The City of Shreveport shall be liable only for payment in accordance with the payment provision of this purchase order for supplies delivered, or services or construction completed, prior to the effective date of the termination and which are accepted by The City of Shreveport.

**Termination for Default.** The City of Shreveport may by written notice terminate this order, in whole or in part, for failure of the Bidder to perform any of the provisions hereof within the time periods specified. In such event, the Bidder shall be liable for damages, including the excess cost of re-procuring similar supplies or services or completing construction; provided that, if (i) it is determined for any reason that the Bidder was not in default or (ii) the Bidder's failure to perform is without his and his subcontractor's control, fault, or negligence the termination shall be deemed to be a termination for convenience under paragraph 11. As used in this provision, the term "subcontractor" and "subcontractors" means subcontractors, vendors, and suppliers at any level.

## **REQUIRED CERTIFICATIONS**

The Certification Regarding Lobbying included in this document must be completed and signed (w/original signatures) and submitted with the Bidder's bid in order for the bid to be considered responsive.

## APPENDIX 5

### CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date