

City of Shreveport



Solicitation Form for Construction

INVITATION FOR BID

(IFB) #21-061

SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1

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NOTE: ALL OF THE REQUIRED COS BID FORMS LISTED ABOVE MUST BE RETURNED WITH BID. IF ANY OF THE REQUIRED INFORMATION IS NOT PROVIDED, THEN YOUR BID WILL NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

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

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EXHIBITS	
NON-FRIABLE ROOFING MATERIAL REMOVAL	87 PAGES
PROJECT MANUAL	385 PAGES
PLANS- 24" x 36"	43 PAGES

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

- 1.0 Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website: www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.
- 2.0 The General Contract Clauses (**Section 20**), the Standard Instructions/Conditions for Request for Proposals (**Section 30**) will no longer be incorporated in solicitations but will be incorporated by reference in the City of Shreveport (hereinafter the City) book of Standard Solicitation Instructions / Provisions and General Contract Clauses; which are available at www.shreveportla.gov (click on Business, then on Bids & RFPs). If you do not have a computer, you can use one of the public use computers that are available at the Shreve Memorial Library or at most library branches.
- 3.0 **The CONTRACT VERIFICATION-DBE/FSC FORM 6, Appendix H**, must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor.
- 4.0 **The Felony Conviction/E-Verify Affidavit** must be submitted by the lowest responsive Bidder after the opening.

Revised 12-04-19

AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DATES ADVERTISED:	November 22, 2021 November 29, 2021 December 6, 2021	Date Posted:	November 22, 2021
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DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB) City of Shreveport Renee Anderson Interim Purchasing Agent		BIDS MUST BE DELIVERED TO: City of Shreveport Office of the Purchasing Agent Government Plaza-Suite 610 505 Travis Street Shreveport, LA 71101-3042	OR GO TO BIDS SYNC.COM TO SEND ELECTRONIC BID
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BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:	December 21, 2021	THEN PUBLICLY OPENED
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THIS IS NOT AN ORDER	Bid Number	IFB 21-061
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BID TITLE:	SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1
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PREBID CONFERENCE: A Mandatory Pre-Bid Meeting will be held December 3, 2021, at 10:00 AM Central Time at 1253 Texas Ave., Shreveport, LA 71101.

SITE VISIT: A Mandatory Site Visit is required. Please contact Alan Bright at alan.bright@shreveportla.gov at least 24 hours in advance to schedule a site visit. Site visits are available Monday – Friday 10:00 AM – 2:00 PM Central Time.

EMAIL QUESTIONS TO:	shay.meadows@shreveportla.gov	7 working days before the opening or fax to:	318-673-5408
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BID BOND IS REQUIRED. See attached format.	Designers Estimate:	\$2,493,755
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Bids received after the time specified for opening cannot be considered for an award.

Louisiana State Licensing Board for Contractors Project Classification: Only Required when Total Bid is \$50,000 or more.	Building Construction
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Number of signs to be provided and installed by the contractor:	N/A	Number of Days:	270 Calendar Days
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CONSTRUCTION BID REQUIREMENTS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **must** be declared as non-responsive. The bid forms are clearly identified as **COS Bid Form #1, 2 & etc.** near the top right of the page. If you have any questions, please call Renee Anderson at 318-673-5450.

ELECTRONIC BIDS/BID NOTICES

The City of Shreveports listing of current bids (IFB) are posted on BidSync.com. To view the general bid information and **receive bid notices by email**, register with BidSync. **Registration is free.** Vendors/Contractors (vendors) have the option to submit bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for a fee. Vendors/Contractors who decide to submit e-bids will also have to pay an annual fee for a digital signature. **It takes about two weeks to get a digital signature. Allow additional time to set up the digital signature on BidSync.** Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidSync shall be the official source for bid documents.

Vendors who pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. To register please go to: <https://www.bidsync.com>. If you need help registering or with training or completing an e-bid, please **call 800-990-9339**. Contractors who submit e-bids will need to pay an annual fee for electronic bid bonds. *If an electronic bid is submitted, provide your state contractors license number when the bid with alternates amounts to \$50,000 or more. To request copies of bids by e-mail, send your request to shay.meadows@shreveportla.gov.*

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 bid opening at (318) 673-5450

LOUISIANA UNIFORM PUBLIC WORK BID FORM – COS Form #1

TO: City of Shreveport **BID FOR:** IFB 21-061
Office of the Purchasing Agent SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1
Government Plaza, Suite 610
Shreveport, LA 71101-3042 Deposit/Fee for Plans/Specs (Paper): \$ N/A
(Owner to provide name and address of owner) *(Owner to provide name of project and other identifying information)*

The undersigned bidder hereby declares and represents that she/he: a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by:

Sutton Beebe Babin Architects, LLC and dated: 06/04/2021
(Owner to provide name of entity preparing bidding documents.)

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA:** (Enter the number the Designer has assigned to **each** of the addenda that the Bidder is acknowledging) _____ .

TOTAL BASE BID: For all work required by the Bidding Documents (including any and all unit prices designated “Base Bid” * but not alternates) the sum of:

_____ Dollars (\$ _____)

ALTERNATES: For any and all work required by the Bidding Documents for Alternates including any and all unit prices designated as alternates in the unit price description.

Alternate No. 1 Replace Windows – Replace Second Floor Windows on Rear and Murphy Street Side for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 2 Acoustical Ceilings – Add Acoustical Lay- In Ceiling to Public Areas for the lump sum of:
_____ Dollars (\$ _____)

Alternate No. 3 Decorative Metal Panels – Delete Block Painting of Pattern. Paint One Solid Color and Add Decorative Metal Perforated Panels as Shown on Alternate No. 3 Drawing Sheet for the lump sum of:
_____ Dollars (\$ _____)

NAME OF BIDDER: _____

ADDRESS OF BIDDER: _____

LOUISIANA CONTRACTOR’S LICENSE NUMBER: _____

NAME OF AUTHORIZED SIGNATORY OF BIDDER: _____

TITLE OF AUTHORIZED SIGNATORY OF BIDDER: _____

SIGNATURE OF AUTHORIZED SIGNATORY OF BIDDER **: _____

DATE: _____

THE FOLLOWING ITEMS ARE TO BE INCLUDED WITH THE SUBMISSION OF THIS LOUISIANA UNIFORM PUBLIC WORK BID FORM:

* The Unit Price Form shall be used if the contract includes unit prices. Otherwise it is not required and need not be included with the form. The number of unit prices that may be included is not limited and additional sheets may be included if needed.

** **A CORPORATE RESOLUTION OR WRITTEN EVIDENCE** of the authority of the person signing the bid for the public work as prescribed by LA R.S. 38:2212(B)(5).

BID SECURITY in the form of a bid bond, certified check or cashier’s check as prescribed by LA R.S. 38:2218(A) attached to and made a part of this bid. *(Current as of 10/16/19)*

COS BID FORM #2-Must use this Form if a Paper Bid
BID BOND

(For a paper bid, one original required of all Bidders with Power of Attorney attached. For an electronic bid, an electronic bid bond or a paper bond will still be accepted if received before the bid opening)

Date: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ of _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Shreveport, in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater that the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Bests Key Rating Guide. If surety qualifies by virtue of its Bests listing, the Bond amount may not exceed ten percent of policyholders surplus as shown in the latest A. M. Bests Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by suretys agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its bid to the Obligee on a Contract for:

IFB 21-061 SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1

NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

PRINCIPAL (BIDDER)

SURETY

BY: _____
AUTHORIZED OFFICER-OWNER-PARTNER

BY: _____
AGENT OR ATTORNEY-IN-FACT(SEAL)

Buy America Certification for Procurement of Steel, Iron, or Manufactured Products.

Instruction: This form must be submitted with any proposal or offer exceeding \$150,000. Offerers are to sign either the certificate of compliance or the certificate of non-compliance, not both. If an Offerer signs in both places, the proposal will be deemed non-responsive and will not be evaluated. Any proposals that are certified as non-compliant with Buy America will require a waiver from the Federal Transit Administration. Additional information on these requirements can be found at <https://www.transit.dot.gov/buyamerica>

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

Required Certifications:

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

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

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION

1.0 STATE CONTRACTORS LICENSE

- 1.1 On any public works bid submitted in the amount of \$50,000 or more, the Contractor shall certify that he or she is licensed under Louisiana Revised Statute 37:2150, et seq. **and show his or her license number on the outside of the bid envelope and on the bid schedule.** In the case of an electronic bid, a contractor must submit an authentic digital signature on the electronic bid accompanied by the contractors license number, when required.
- 1.2 The licensee shall not be permitted to bid or perform any type or types of work not included in the classification under which his license was issued.
- 1.3 Any construction bid that does not require the contractor to hold an active license shall state EXEMPTION on the bid envelope.
- 1.4 WHEN BIDDING ON **FRIABLE ASBESTOS REMOVAL/ABATEMENT**, STATE LICENSE AND DEQ CERTIFICATION IS REQUIRED REGARDLESS OF CONTRACT AMOUNT.

2.0 PERMITS, TAXES AND FEES

- 2.1 All Bids submitted must include the price of any business and professional licenses, permits, taxes and fees as required by Federal, State or Local Government Agencies.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

- 3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page two.
- 3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.
- 3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.
- 3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agents office.
- 3.4.1 Addenda must be delivered to all prime bidders who have requested bid documents within twenty-four hours of issuance either by fax, e-mail, or other electronic means or by hand and a copy shall be mailed to all prime bidders who have requested bid documents. If the addendum cannot be transmitted by fax, e-mail, or other electronic means or by hand, the bid opening shall be postponed by at least seven (7) working days. La. R.S. 38:2212 (C)(2)(a).
- 3.4.2 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.
- 3.4.3 The City shall not be legally bound by an addendum or interpretation that is not in writing.
- 3.4.4 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended a minimum of at least seven but not more than twenty-one working days. (Louisiana R.S. 38:2212-C-2).
- 3.5 **It shall be the Bidders responsibility to make inquiry as to the Addenda issued.**

4.0 CHANGE ORDERS

- 4.1 All Public Works contracts shall contain provisions authorizing the issuance of Change Orders within the scope of the project and any such Change Orders shall be in writing.

5.0 EXISTING CONDITIONS

- 5.1 Bidders are cautioned not to submit their bids until said plans, specifications, and profiles have been carefully examined by them.
- 5.2 Each bidder shall fully acquaint himself with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid.
- 5.3 The failure or omission of a bidder to acquaint himself with existing conditions shall in no way relieve him of any obligation with respect to this bid or to the contract.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

6.0 BID BOND

- 6.1 An acceptable Bid Bond, Cashiers Check, or Certified Check payable to the City of Shreveport, in an amount not less than five (5%) percent of the total bid including all additive alternates must accompany the bid.
- 6.2 Negotiable Bid Bonds will be returned to the unsuccessful bidder as soon as possible, or not more than 45 days after the opening of bids.
- 6.3 All bonds applicable to this transaction must be accompanied by an original Power of Attorney.
- 6.4 Bidders agree to forfeit Bidders Bond, in the event of failure to contract with the city within ten (10) days after the award of Bid.

7.0 PERFORMANCE/PAYMENT/MAINTENANCE BOND

- 7.1 An acceptable Performance/Payment/Maintenance Bond will be required of the successful bidder as follows:
 - 7.1.1 When the total contract amount with alternates is \$50,000 or more, a 100% performance bond shall be required.
 - 7.1.2 When the total contract amount with alternates is \$25,000 or more, a 50% payment bond shall be required.
 - 7.1.3 When the total contract amount with alternates is \$20,000 or more, a two-year 10% maintenance bond shall be required.

8.0 BONDING REQUIREMENTS FOR NONRESIDENT CONTRACTORS

- 8.1 The 1986 Regular Session of the Louisiana Legislature enacted important changes in the registration and bonding requirements of nonresident contractors.
- 8.2 Beginning January 1, 1987, the Departments registration and bonding requirements must be met before the nonresident contractor can obtain any building permit, license or certificate necessary to lawfully commence any construction project.
- 8.3 Any person failing to register any contract or execute the bond required by the statutes may be denied the right to perform such contracts.
- 8.4 A temporary injunction may be issued to prevent any activities in the performance of such contracts until the contractor complies with the necessary requirements.
- 8.5 The Secretary of the Department may also impose a penalty in the amount of \$200 or 2% of the construction contract, whichever is greater.
- 8.6 Louisiana Revised Statute 47:9A (2) defines resident and nonresident contractors. Contractors which meet the following conditions are considered resident contractors for purposes of taxation by the Department:
 - 8.7 Individual who has maintained their permanent domiciles in Louisiana for at least one year prior to bidding on work.
 - 8.8 Corporations which have operated permanent business facilities in Louisiana for at least one year prior to bidding on work.
 - 8.9 Corporations with at least 50% of outstanding and issued common stock owned by individuals who have maintained their domiciles in Louisiana for at least one year prior to bidding on work.
 - 8.10 Partnerships, associates, and other legal entities in which resident corporations or individuals have at least a 50% ownership interest shall be considered resident contractors.
 - 8.11 A contractor who does not meet these conditions will be considered a nonresident contractor and will be subject to the contract registration and bonding requirements of the Department.
 - 8.12 For questions or additional information, call the Sales Tax Section at 225/219-7656 Option 1.
 - 8.13 Employers Required to File Form L-3.
 - 8.14 Every employer must file an Employers Annual Reconciliation of Louisiana Income Tax Withheld (Form L-3) on or before January 31 of the current calendar year, accompanied by copies of the employees W-2 forms and Wage and Tax Statement forms (Form L-2).
 - 8.15 Pre addressed forms are included in the Employers Withholding Tax Returns and Reconciliation coupon booklets.
 - 8.16 Any employer, who fails to receive a pre addressed form, should notify the Withholding Tax Unit of the Department.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

9.0 COST OF PLANS

- 9.1 When the City prepares and distributes the bid documents, the fee schedule for these shall be:
- 9.1.1 For projects with cost estimates that are less than \$150,000, there shall be no charge for the first set of bid documents.
- 9.1.2 For projects with cost estimates that are \$150,000 or more, there shall be a non-refundable fee of \$30.
- 9.1.3 For additional copies of bid documents for any project where the City prepares and distributes the bid documents, there shall be a non-refundable fee of \$30 each.
- 9.1.4 **If delivery is required your express mail account number must be furnished.**
- 9.1.5 When the bid documents are not prepared by the City and the bid documents are distributed by others, the fee schedule for these shall be:
- 9.1.6 For projects with cost estimates that are less than \$150,000, there shall be no charge for the first set of bid documents.
- 9.2 For projects with cost estimates that are \$150,000 or more, bid documents shall be available upon payment of (the actual cost of reproduction of specs and drawings) refundable deposit per set.
- 9.3 Deposits on the first set are fully refunded upon return of documents in good condition on or before 10 days after bid opening.
- 9.3.1 On additional sets of documents furnished to bidders, there **will not** be a refund because the deposit is equal to the actual cost of reproduction. **If delivery is required your express mail account number must be furnished.**

10.0 AWARD CRITERIA

- 10.1 Award will be made to the lowest responsible and responsive bidder according to the criteria designated in the Invitation for Bid.
- 10.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
- 10.2.1 The quality of performance/workmanship of previous contracts, or references which attest to the specific experiences of others.
- 10.2.2 The timely completion of previous contracts, or references which attest to the specific experiences of others.
- 10.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract.
- 10.2.4 The City reserves the right to conduct on-site inspections of any bidders facilities prior to award and the results of said inspection will be considered by the City in determining bidders capabilities of successfully administering to this contract.
- 10.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- 10.2.6 The cost of maintenance and operational costs.
- 10.2.7 The availability and capability of local support as it affects the quantity, quality, and timeliness of the work required.
- 10.2.8 The timely completion of a project as stated in the bid.
- 10.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
- 10.2.10 Product or parts inventory capability as it relates to a particular bid.
- 10.2.11 Results of product/equipment testing
- 10.2.12 The warranty - Terms and Conditions.
- 10.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 10.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 10.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 10.2.16 A record of amicable relations with labor.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 10.2.17 An adequate supply of construction equipment in good operating condition.
- 11.0 ALTERNATES
- 11.1 If alternates are listed on the Bid Schedule, it is the intent of the City, if the City accepts any Alternates, to accept them in the order in which they are listed in the bid form.
- 11.2 The low bidder shall be determined on the basis of the sum of the base bid and the Alternates accepted.
- 12.0 AWARD
- 12.1 The Purchasing Division will make award to one bidder for the total job.
- 13.0 REJECTION
- 13.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 13.2 **The City reserves the right to accept or reject any or all bids for just cause, as permitted by LA R.S. 38:2214 (B), received as a result of this request.**
- 13.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, due to the noncompliance of the BID SPECIFICATION.
- 14.0 REJECTION OF LOWEST BID
- 14.1 Substantial negative findings from the Award Criteria, as listed above, may result in the disqualification of the lowest bidder, if in the best interest of the City of Shreveport.
- 15.0 DISQUALIFICATION REVIEW BOARD (La. R.S. 38:2212 J- 1 & 2/ City of Shreveport Code of Ordinances Sec. 26-265)
- 15.1 When a contractor has been given notice of possible disqualification based upon La. R.S. 38:2212 et. seq., and/or debarment based upon Sec.26-265, the contractor may submit a written appeal to the Purchasing Agent for review by the City's Disqualification Review Board.
- 15.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.
- 15.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.
- 15.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent and the Director of Using Department.
- 15.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.
- 15.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.
- 16.0 NOTICE TO PROCEED
- 16.1 The successful bidder will designate the Notice to Proceed date, to be set no later than 120 days after receiving the fully executed contract. If the successful bidder does not designate a Notice to Proceed date within this timeframe, the City will designate the Notice to Proceed date at its sole discretion.
- 17.0 MUTCD
- 17.1 Successful bidder will be in compliance with the Manual on Traffic Control Devices (MUTCD).
- 18.0 CIVIL RIGHTS ACT
- 18.1 During the performance of the contract, the Contractor will comply with Title VI and Title VII of the Civil Rights Act of 1964 (as applicable) in regard to nondiscrimination and equal employment opportunity.
- 18.2 The major emphasis of this Act is as follows and is in accordance with Appendix AA@ of the Specifications.
- 19.0 RECORDING OF CONTRACT/BONDS/CHANGE ORDERS

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 19.1 Successful bidder will be furnished with the original and one copy of the signed contract, with the original to be forwarded to the Parish Court House, by the Contractor, for recording of the contract and all bonds by the Clerk of Court. **Each change order to a contract which adds an amount of ten percent or more of the original contract amount and which additional amount is at least \$10,000 or all change orders to a contract aggregating to an amount of twenty percent or more of the original contract amount and which additional amount is at least \$10,000 must be recorded at the Parish Court House.**
- 20.0 ACCEPTANCE
- 20.1 The work shall not be finally accepted by the City until the entire project has been completed to the satisfaction of the City Architect.
- 21.0 PUBLIC CONTRACT AFFIDAVIT
- 21.1 Successful bidder shall file an affidavit attesting that the public contract was not secured through employment or payment of a solicitor as required by Louisiana Revised Statutes 38:2224, in accordance with Appendix AB@ of the enclosed contract.
- 22.0 PARTIAL PAYMENTS
- 22.1 Payments will be made to the successful bidder as follows:
- 22.1.1 On or before the 30th of each month an invoice listing in detail the amount of each item of construction complete in place and the amount of work performed will be furnished to the City Architect.
- 22.1.2 The City Architect will make written estimates of the items complete in place and the amount of work performed in accordance with the contract during the current period of time between estimates.
- 22.1.3 From the total of the estimate so ascertained will be deducted an amount equivalent to ten (10%) percent of the whole on projects of less than Five Hundred Thousand Dollars (\$500,000) and five (5%) percent of the whole on projects of Five Hundred Thousand Dollars (\$500,000) or more, to be retained by the City until after the completion of the entire contract in an acceptable manner, and the balance of the sum equivalent to ninety (90%) percent/ninety-five (95%) percent of the whole, shall be certified by the City Architect for payment. Estimates will be made monthly. LA R.S. 38:2248.A.
- 22.1.4 All public works contracts shall contain a clause stating that any punch list generated during a construction project shall include the cost estimates for the particular items of work the design professional has developed based on the mobilization, labor, material, and equipment costs of correcting each punch list item. The design professional shall retain his working papers used to determine the punch list items cost estimates should the matter be disputed later. The contracting agency shall not withhold from payment more than the value of the punch list. Punch list items completed shall be paid upon the expiration of the forty-five day lien period. The provisions of this Section shall not be subject to waiver, nor shall these provisions apply to the Department of Transportation and Development. LA R.S. 38:2248.B.
- 22.1.5 No estimates except final estimates will be made for a sum less than Five Hundred Dollars (\$500.00).
- 22.2 The estimates will be approximate only, and all partial or monthly estimates and payments shall be subject to correction in the estimate rendered following discovery of an error in any previous estimates.
- 23.0 FINAL PAYMENT will be made as follows:
- 23.1 At the completion of the project, the Contractor shall notify the City Architect that all work required by the terms of his contract for this project has been completed.
- 23.2 The City Architect shall then make a thorough examination of the work. If the work is found to comply with requirements of all contract documents, the City Architect shall issue a certificate stating the work has been completed.
- 23.3 Then upon completion of the statutory 45 day lien period the Contractor shall furnish a certificate from the Caddo Parish Clerk of Court stating that no liens have been filed against this project.
- 23.4 The City will then pay the Contractor the total sum remaining due, including all retainage, based on actual quantities as verified by the City Architect.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 23.5 Should any defective work or material be discovered, or should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and final payment, there will be deducted from the first estimate rendered after the discovery of such work an amount equal in value to the defective or questioned work, and this work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed.
- 24.0 PAYMENT WITHHELD
- 24.1 The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any estimate for payment to such an extent as may be necessary to protect the City from loss on account of:
- 24.2 Failure of the contractor to remedy defective work.
- 24.3 Claim filed or reasonable evidence indicating probable filing of claims.
- 24.4 Failure of the contractor to make payments properly to subcontractors or for equipment, material or labor.
- 24.5 When the above grounds are removed, payment shall be made for amounts withheld because of them.
- 25.0 Overtime
- 25.1 In addition to the contractors responsibility to pay all construction inspectors overtime on weekends and holidays worked, any contractor who begins work on a City project after twelve noon (12:00 p.m.) on a regular weekday, and then continues to work after 5:00 p.m. on said regular weekday, may be charged overtime for all hours and half-hours after 5:00 p.m. in which the City furnished a construction inspector to said contractor.
- 26.0 Monthly Meeting
- 26.1 The contractor shall meet at least once a month with the City's Project Manager and various City representatives.
- 26.2 The main purpose of these meetings is to effect coordination, cooperation, and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.
- 26.3 At these monthly meetings, the following items, among other are discussed: general progress of the work causes of any delays and methods of correcting them, contractors monthly estimates, problems which have arisen, potential problems, actual or anticipated change orders and deviations from contract documents.
- 26.4 Regular meeting dates and times may be established for these monthly meetings, when the contractor has more than one City contract, subject to the joint agreement between the City and the contractor.
- 26.5 Contracts during the two-year maintenance period which follows final acceptance may be included at the discretion of the City.
- 26.6 The City's Project Manager shall notify the contractor at least two (2) working days in advance of any change to the regular meeting date and time.
- 26.7 A telephone notification is sufficient.
- 26.8 A general summary of the items which were discussed and reviewed shall be prepared by the City's Project Manager, who shall mail a copy of said summary to the contractor within seven (7) calendar days after the meeting date.
- 27.0 SAFETY
- 27.1 Successful bidder will be in compliance with the A Safety and Health Regulations for Construction as set forth in the United States Department of Labor, Bureau of Standards.
- 27.2 The contractor agrees that the prevention of accidents to workmen engaged in the work under this agreement and to members of the public is a responsibility of the contractor.
- 27.3 The contractor agrees to comply with the Occupational Safety and Health Act of 1970 and all other laws, regulations, and codes concerning safety, as shall be applicable to the work established by the City of Shreveport during the progress of the work.
- 27.4 When so ordered by a City representative, the contractor agrees to stop any part of the work which the City representative deems unsafe until corrective measures are taken, and the contractor further agrees to make no claim for damages growing out of such stoppages.
- 27.5 Should the contractor neglect to adopt such corrective measures, the City may perform them and deduct the cost thereof from any payment due, or to become due, to the contractor.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 27.6 Failure on the part of the City representative to stop unsafe practices shall in no way relieve the contractor of his/her responsibilities for the safety of employees or the public.
- 27.7 The City of Shreveport Loss Prevention Office shall conduct ANo-Notice@ safety inspections as deemed necessary.
- 27.8 The contractor is responsible for protecting his/her employees from all hazardous chemicals known to be present, including those brought on site by the contractors.
- 27.9 Contractors who bring hazardous chemicals on site shall provide the Loss Prevention Office with a list of these chemicals, to include a copy of the material safety data sheet.
- 28.0 LICENSES, PERMITS, INSURANCE, AND TAXES
- 28.1 All costs for required licenses, permits, insurance, and taxes shall be borne by the bidder.
- 29.0 EXAMINATION OF DRAWINGS AND SPECIFICATIONS
- 29.1 Each bidder shall carefully examine drawings and specifications or other revisions thereto and thoroughly familiarize himself with the detailed requirements and job site thereof, prior to submitting a bid.
- 29.2 If any bidder is in doubt as to the true meaning of any part of the drawings, specifications, or other documents; or if any error, discrepancy, conflict, or omission is noted, the bidder should immediately contact the City's Project Manager and request clarification.
- 30.0 INTERFERENCE
- 30.1 The Construction work must be carried on in such a manner, consistent with the practical conditions involved in the erection of the new work, as to cause the least amount of interference and inconvenience to the occupants of nearby or adjoining buildings or property.
- 30.2 When the Scope of Work includes work on or near any roads, the Contractor shall be responsible for maintaining these roads in a manner that will allow passage of the resident owners to and from their homes and/or places of business, especially during rainy weather.
- 31.0 LIQUIDATED DAMAGES
- 31.1 For each calendar day or work day, as specified, that any work shall remain uncompleted after the contract time specified for the completion of the work required by the contract, the sum specified below will be deducted from any money due the Contractor not as a penalty but as liquidated damages.
- 31.2 Due account shall be taken of any adjustment of the contract time for completion of work granted under the provisions.
- 31.3 Permitting the Contractor to continue the work after expiration of the contract time or extended contract time will in no way operate as a waiver on the part of the City of any of its rights under the contract.
- 31.4 The City may waive such portions of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the traveling public.
- 31.5 Based on the amount of the original contract, the following charges per contract day will be made for each such day after expiration of the contract time or extended contract time.
- 31.6 When the contract time is on either the calendar day or fixed calendar date basis, the schedule for calendar days

ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
From More Than	To and Including	Calendar or Fixed Day	or Working Day
\$0	\$25,000	\$80	\$195
25,000	50,000	210	345
50,000	100,000	240	400
100,000	500,000	270	510
500,000	1,000,000	330	595
1,000,000	2,000,000	400	695
2,000,000	-----	600	825

shall be used. When the contract time is on a working day basis, the schedule for working days shall be used.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 31.7 The amount of liquidated damages will be deducted from any money due the Contractor under this contract, and the Contractor and his surety shall be liable for any liquidated damages in excess of amounts due the Contractor.
- 32.0 WORKMANSHIP
- 32.1 Workmanship shall be first quality in every respect. All measures necessary to ensure a first class job shall be taken.
- 33.0 PROTECTION OF ADJACENT WORK
- 33.1 Protect work and adjacent work at all times with suitable covering or by other approved methods.
- 33.2 All damage to work in place caused by Contractor shall be repaired and restored to original good and acceptable condition, using same quality and kinds of materials as required matching and finishing with adjacent work.
- 34.0 CLEAN UP
- 34.1 The Contractor shall keep the construction site clean and free from an accumulation of debris or building materials during the construction.
- 34.2 At the completion of the work, the entire facility and premises shall be left clean.
- 34.3 The Contractor shall remove from the premises all accumulations of trash and other materials which are not to be used in the construction, on a daily basis.
- 35.0 ARBITRATION
- 35.1 Under no circumstances and with no exceptions will the Purchasing Division act as arbitrator between the General Contractor and any subcontractor.
- 36.0 TIME LIMIT
- 36.1 It is hereby understood by the parties hereto that time is of the essence in this contract and that great energy and diligence shall characterize all operations carried on under this agreement.
- 36.2 The preparation of any work away from the building shall be done at the earliest possible time, and every precaution shall be taken in advance to avoid delays.
- 36.3 The Contractor shall keep constantly employed at the building, a sufficient number of workmen with sufficient materials to satisfy the Owner that the Work is being conducted with the utmost rapidity, consistent with proper workmanship.
- 37.0 SITE VISIT
- 37.1 Bidders are required to visit the job site prior to submitting a bid, for the purpose of becoming familiar with site conditions, specific job requirements, and to take or verify measurements as appropriate.
- 38.0 CONTRACT DOCUMENTS
- 38.1 The contract resulting from this solicitation will be the AIA A101 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR where the basis of payment is a Stipulated Sum.
- 39.0 FINAL INSPECTION
- 39.1 At the completion of the contract work, a representative of the Owner shall accompany the Contractor on an inspection of the Work. All defects found in the work will be corrected by the Contractor, before final payment will be authorized.
- 39.2 GUARANTEE
- 39.3 Upon completion of the Work and before final payment is made, the Contractor shall furnish the Owner a guarantee stating that the Contractor shall keep his entire portion of the work in repair, without expense to the Owner, as far as concern defects of workmanship for a period of two (2) years from the date of final Certificate (unless specified for a longer time elsewhere), and he shall be responsible for and make good any damage to his work caused by such defects, but this clause shall not be interpreted as holding him responsible for making good any deterioration of his part of the work due to its use or abuse by the Owner.
- 40.0 WORKING HOURS
- 40.1 Perform work at hours in a manner so as not to interfere with normal routine of building or endanger property or personnel.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

- 41.0 BRAND NAMES (LA. R.S. 38:2212 F- 2 & 2295)
- 41.1 All plans and specifications for public works submitted by an architect or engineer shall include the following provisions relating to equal brand products other than those specified:
- 41.1.1 The name of a certain brand, make, manufacturer, or definite specifications is to denote the quality standard of the article desired, but does not restrict bidders to the specific brand, make, manufacturer, or specification named. It is to set forth and convey to prospective bidders the general style, type, character, and quality of article desired.
- 41.1.2 When in specifications or contract documents a particular brand, make of material, device, or equipment is shown or specified, such brand, make of material, device, or equipment shall be regarded merely as a standard.
- 41.1.3 When in specifications or contract documents an architect or engineer specifies a particular brand, make of material, device, or equipment, or equal thereto, he shall adequately identify said product by including, minimally, the model or catalog number of the product.
- 41.1.4 If a potential supplier wishes to submit for prior approval a particular product other than a product specified in the contract documents, he shall do so no later than **seven working days** prior to the opening of bids. Within three days, exclusive of holidays and weekends, after such submission, the prime design professional shall furnish to both the public entity and the potential supplier written approval or denial of the product submitted.
- 41.1.5 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.
- 42.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney Generals Opinion No. 95-155)
- 43.0 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).
- 44.0 PAYMENTS DUE THE CITY
- 44.1 Section 26-211 of the City's Code of Ordinances requires the following:
- 44.1.1 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.
- 44.1.2 No contract to which the city is a party shall be awarded to any person who:
- 44.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
- 44.1.4 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
- 44.1.5 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.
- 44.2 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 44.3 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.
- 45.0 SMALL BUSINESS FIRMS
- 46.0 **General Contractors are encouraged to obtain separate prices for HVAC, Plumbing Work and other specialty trades in order to increase the participation and competition from small business firms.**
- 47.0 GOVERNING PRICES
- 47.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 47.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 48.0 CHANGE ORDERS
- 48.1 The issuance of Change Orders within the scope of the project is authorized and any such Change Orders shall be in writing.

CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION CONTINUED

49.0 UNSATISFACTORY WORK

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

50.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

50.1 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.

51.0 JOINT VENTURE

51.1 If the bidder is a joint venture, provide the following information:

51.1.1 Date of formation

51.1.2 Name and address of each venture partner

51.1.3 Principals of each venture partner

51.1.4 Venture partner holding the majority interest in the venture and its percentage of interest

51.1.5 Bidder shall include a copy of the Joint Venture agreement as an attachment to the bid.

52.0 BID ENVELOPE

52.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

53.0 RECEIPT OF BIDS

53.1 The City does not receive bids on holidays and weekends.

END OF CITY OF SHREVEPORT SPECIAL INSTRUCTION/PROVISIONS FOR CONSTRUCTION

CONTRACT

State of Louisiana)

Parish of Caddo)

This Contract Agreement, made and entered into this _____ day of _____, 20____, by and between the City of Shreveport, Louisiana, through its Mayor there unto duly authorized to do so, Party of the First Part, and _____, Contractor, Party of the Second Part,

WITNESSETH:

- 1.0 **Above contractor has paid all taxes, licenses, fees and other charges which are outstanding and due the city,**
- 1.1.1 **Including any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it and/or,**
- 1.1.2 **Does not own more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.**
- 1.1.3 **For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.**
- 1.2 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.
- 1.3 That the said Party of the Second Part has agreed, and by these presents does agree with the said Party of the First Part, for the consideration hereinafter mentioned, to furnish at its own proper cost and expense, all necessary material and labor and equipment of every description and to carry out and complete in good form, firm and substantial manner, the improvements on:

IFB 21-061 SPORTRAN TRANSIT RESOURCE CENTER – PHASE 1

- 2.0 In accordance with plans and specifications and profiles on file in the Office of the City Engineer, hereby made part of this Contract by inference, subject to the changes as may be made from time to time by the Finance Department and the City Engineer of said City, and at the following unit prices, to-wit:

3.0 Total cost of attached Schedule of Pay Items, written in words, for this project is:

\$ _____

5.0 None of the funds provided by the City pursuant to any agreement arising from this solicitation are to be used for any partisan or political activity to further the election or defeat of any candidate for public office or to further the approval or defeat of any referendum.

6.0 It is hereby agreed that everything hereto agreed upon shall be strongly bound with this instrument, and form an essential part of this agreement including Appendix A - Equal Employment Opportunity Clause, Appendix B - Affidavit form, Appendix C - Ten Percent Two-Year Maintenance Bond, Appendix D - Fifty Percent Payment Bond, Appendix E - One Hundred Percent Performance Bond and Appendix F - Resolution Board of Directors, attached hereto and made a part hereof.

7.0 Final acceptance is not made until the entire project is completed to the satisfaction of the City Engineer and full and final payment will be made by the City of Shreveport, based upon the completed work as verified by the City Engineer.

8.0 The Contractor does hereby convey, sell, assign and transfer to the City of Shreveport, Louisiana and any and all right, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating or pertaining to the particular goods or services purchased or acquired by the City of Shreveport, Louisiana, pursuant to this contract.

9.0 As additional consideration for this Contract, Contractor hereby agrees to waive the provisions of Act No. 602 of 1975 of the Louisiana Legislature, LA R.S. 9:2773, and the parties hereto agree that none of the provisions of the said Act 602 of 1975 are to have any force and effect whatsoever on the legal relationship between the parties hereto.

10.0 The parties hereto stipulate that the venue of any possible litigation arising under this agreement shall be in the First Judicial District Court, Caddo Parish, Louisiana.

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

12.0 All work under this agreement shall be completed and submitted for final acceptance within 270 calendar days from the time so fixed for the Contractor to begin.

13.0 **This Agreement, including IFB # 21-061, the City's Standard Solicitation Provisions/Instructions to Bidders (Section 10) and General Contract Clauses (Section 20), THE FAIR SHARE PROGRAM FULL TEXT (Section 40), and all addenda issued by the City, contains all the terms and conditions agreed upon by the parties. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.**

14.0 The Contractor understands and agrees that he/she is required to have the original signed contract with all bonds recorded by the clerk of court at the parish court house.

15.0 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized respective officers **on the date written below**:

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

Date: _____

CITY OF SHREVEPORT-PURCHASING DIVISION

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

ACTION REQUIRED BY LAW

This contract **MUST BE FILED** by vendor or contractor at the Caddo Parish Court House no later than 30 days after the work has begun as required by Louisiana Bid Law, R.S.38:2241(A)(2).

Project No.: IFB 21-061

Project Name: SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1

“Each contract in excess of \$25,000 the vendor/contractor is required to record the original contract with all bonds by the clerk of court at the Caddo Parish Court House.

Please record this contract as soon as possible and return this letter via email or fax as verification this has been done.

If you have any questions, please call the responsible buyer, Shay Meadows at 318-673-5459.

Return to: Shay Meadows

Email: shay.meadows@shreveportla.gov

Fax: 318-673-5408

The contract above has been recorded at the Caddo Parish Court House on: _____

Signature: _____ Date: _____

Printed/Typed Name: _____

Phone Number: _____ E-Mail Address: _____

APPENDIX A-EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

- 1.0 During the performance of this contract, the Contractor agrees as follows:
- 1.1 Contractor 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 contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.
- 1.2 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- 1.3 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractors; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities.
- 1.4 The Contractor will send to each labor union or representative or workers with whom he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the labor union or workers= representative of the Contractor=s commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 1.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- 1.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- 1.7 In the event of the Contractor=s noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- 1.8 The Contractor will include the provisions of paragraphs 1.1 through 1.6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor, provided that the foregoing provisions shall not apply to contractors or subcontracts for standard commercial supplies or raw materials. The Contractor will take such action with respect to any subcontract or purchase order as the Local Public Agency or the Department of Housing and Urban Development may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event of the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Local Public Agency or the Department of Housing and Urban Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 2.0 The employer must provide an equal opportunity for an individual with a disability to participate in the job application process and to be considered for a job in accordance with the Americans with Disabilities Act of 1990. All individuals shall have equal access to any employment opportunities available to a similarly situated individual.

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

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

- 1.0 BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared _____, authorized representative of _____ who does hereby state as follows, to-wit:
- 1.1 that I employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, in connection with the construction of the public building or project or in securing the public contract were in regular course of their duties for me; and
- 1.2 that no part of the contract price received by me was paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by me whose services in connection with the construction of the public building or project were in the regular course of the duties for me.
- 2.0 Architects and engineers are prohibited from owning a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.
- 2.1 For the purposes of this Section, a substantial, financial interest shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

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

Signature and Title: _____

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX C-TEN PERCENT TWO-YEAR MAINTENANCE BOND (Revised 4-26-03)

(Required of the Successful Bidder when the total contract amount with alternates is \$20,000 or more)

STATE OF LOUISIANA)

PARISH OF CADD0)

KNOW ALL MEN BY THESE PRESENTS:

1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, _____ in _____ the _____ penal _____ sum _____ of Dollars and _____ Cents (\$ _____), which is **10%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.

1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:

1.2 Project Name: **SPORTRAN TRANSIT RESOURCE CENTER – PHASE 1**

1.3 Project Number: _____ IFB # **21-061**

2.0 Now, therefore, the obligation of the Principal shall include, though it is expressly and specifically not limited to, the maintenance and repair of any and all defects in workmanship or materials which may develop or occur in the above-referenced project, free of any and all cost to the City of Shreveport, for a period of two (2) years from the date of the final acceptance of the project. The limit for the maintenance portion of the obligation shall be 10 percent of the penal sum.

3.0 Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.

4.0 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.

5.0 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned And qualified in the presence of _____ and _____ on this ___ day of _____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX D- FIFTY PERCENT PAYMENT BOND

(Required of the Successful Bidder when the total contract amount with alternates is \$25,000 or more)

STATE OF LOUISIANA)

PARISH OF CADDO)

KNOW ALL MEN BY THESE PRESENTS:

1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, in the penal sum of _____ Dollars and _____ Cents (\$ _____), which is **50%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.

1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:

1.2 Project Name: **SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1**

1.3 Project Number: _____ IFB # **21-061** _____

2.0 Now, therefore, that if said Principal fails to duly pay for any labor, materials, equipment, rentals, or any other services or supplies used or consumed by the Principal or his/her/their/its subcontractor in the performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the amount of this obligation, together with interest as provided by law.

3.0 Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligations on this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.

4.0 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.

5.0 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned and qualified in the presence of _____ and _____ on this ___ day of _____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX E-ONE HUNDRED PERCENT PERFORMANCE BOND

(Required of the Successful Bidder when the total contract amount with alternates is \$50,000 or more)

STATE OF LOUISIANA)

PARISH OF CADDO)

KNOW ALL MEN BY THESE PRESENTS:

- 1.0 That the undersigned contractor, herein, the Principal _____ and his/her/their/its Surety _____ are held and firmly bound unto the City of Shreveport, State of Louisiana, in the penal sum of _____ Dollars and _____ Cents (\$ _____), which is **100%** of the contract amount, to be paid to the City of Shreveport, its successors or assigns, for the payment of which said sum, well and truly to be made, we do hereby firmly bind ourselves, our heirs, executors, administrators and successors, jointly and severable by these presents.
- 1.1 The condition of the above obligation is such that the Principal shall enter into a contract with the City of Shreveport for the furnishing of all labor, materials, equipment, rentals and other services and supplies specified in said contract for the following:
- 1.2 Project Name: **SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1**
- 1.3 Project Number: _____ IFB # **21-061**
- 1.4 Now, therefore, if said Principal shall well, properly, faithfully and honestly discharge, do and perform all and singular obligations and things of said contract, to be done and performed by said Principal, according to said Contract, then this obligation shall be void; otherwise, the same shall remain in full force and effect.
- 1.5 Provided further, that the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed hereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration, or modification.
- 1.6 Provided further, that the Principal and Surety hereby stipulate and agree that this bond shall be in full force and effect as of the effective date of the above referenced contract.
- 1.7 IN TESTIMONY WHEREOF, the Principal has hereunto set his hand; the Surety has caused these presents to be extended in its name and its corporate seal to be hereunto affixed by its attorney-in-fact; and the undersigned attorney-in-fact hereby attests that s/he is duly authorized on this date and under the conditions set forth herein so to do.

WITNESSES:

_____ Name of Principal: _____

_____ Signature by: _____

WITNESSES:

_____ Surety by: _____

_____ Name of Attorney-In-Fact: _____

Signed, sealed, and acknowledged before me _____, the undersigned notary, duly commissioned and qualified in the presence of _____ and _____ on this ___ day of _____, 20__.

NOTARY PUBLIC _____ Signature _____ Seal

APPENDIX F

RESOLUTION OF BOARD OF DIRECTORS

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

1.0 Name of Corporation: _____

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

3.0 That I, _____, _____,
(Name) (Position of Authority)

hereby certify that the above and foregoing resolution is a true and correct copy of a resolution of the Board of Directors of this corporation which was passed at a meeting, duly called on _____, 20__ at which a quorum was present.

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

Dated this day _____ of _____, 20__.

WITNESSES:

_____ Signature: _____

_____ Federal Tax I.D. Number: _____

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

IF YOUR COMPANY IS NOT A CORPORATION COMPLETE BELOW:

Signature: _____ SSN or Federal ID Number: _____

APPENDIX G

**ACKNOWLEDGMENT AND WAIVER OF
WORKERS COMPENSATION INSURANCE**

(Required of the Successful Bidder-when applicable)

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

Company

Witnesses

Company Name: _____ Attest: _____

Authorized Signature: _____ Attest: _____

Signature (typed/printed): _____ Title: _____

Date: _____

- 1.0 **CONTRACTOR-AGENT BID CLAUSES** (revised 2-21-13)
- 1.1 All bidders shall bid without the sales/use tax included for purchases of component construction materials, taxable services and leases and rentals of tangible personal property (hereinafter referred to as “materials/supplies”) for which they will be willing to furnish copies of invoices to the City. The successful contractor and subcontractors will be named as contractor-agents of the City for this project under R.S. 47:301 et. seq in order to allow exemption of sales and use taxes for purchases of materials/supplies. **(Note: It may not be cost effective for the contractor to provide the City with the required copies of invoices for very small purchases. It is at the discretion of the contractor as to whether or not they will include in their bid price the sales/use tax for very small purchases for which they are not willing to furnish the required documentation).**
- 2.0 Contractor-agents of the City will be required to issue purchase orders for materials/supplies **showing the City of Shreveport as responsible for payment and as the owner**, see attached sample.
- 2.1 Even though the invoice shows the City as responsible for payment, contractor-agents, as agents of the City, will pay the vendor for these materials/supplies invoices and issue a monthly pay request to the City for these (the City is still responsible for being sure that they are paid).
- 3.0 Purchase orders shall show this as follows:
- 3.1 **DELIVER F.O.B. DESTINATION TO:**
- 3.2 (Contractor/Subcontractor Name), Contractor-Agent for City of Shreveport
- 3.3 (Address)
- 3.4 **SOLD/BILL TO:**
- 3.5 City of Shreveport (Owner), C/O Contractor-Agent for the City of Shreveport
- 3.6 (Address)
- 4.0 State Criteria for the Contractor-Agent relationship is as follows:
- 4.1 Reference-STATE OF LOUISIANA-DEPARTMENT OF REVENUE- SALES TAX DIVISION-Directive Setting Forth Criteria Necessary to indicate a Valid Agency Relationship Between a Contractor and a Public Entity (Effective August 15, 1999 with the Passage of Act 1288).
- 4.1.1 A governmental department or agency can designate a contractor as its agent for the purpose of making purchases in the name of that governmental department or agency and if proper purchasing procedures are used the governmental exemption under Revised Statute 47:301(8)(c) can be extended to those purchases.
- 4.1.2 Such agency carefully reviewed on any sales and use tax audits of those contractors to assure that the agency relationship has been legally granted.
- 4.1.3 Exemption from sales and use taxation will be recognized only in cases where title to tangible personal property and services passes directly from the vendor to the governmental department or agency that is entitled to the tax exemption.
- 4.1.4 Certain procedures must be used in the making to a tax-exempt purchaser whereby the government department or agency is disclosed to vendors as the principal with the contractor-agent acting on behalf of the principal in purchasing property or services for a real property construction or improvement contract.
- 4.1.5 In order for a sales and use tax exemption to be applicable on a government department or agency’s purchases which are made through the use of a contractor- agent, the designated contractor-agent must actually “stand in the shoes” of the government agency.
- 4.1.6 The following criteria will be used as evidence that an agency relationship has been legally granted to and exercised by a contractor-agent;
- 4.1.6.1 The contractor- agent must make the purchases of the tangible personal property for the contract in the name of the government department or agency. (Note: Effective 8/15/99 a contractor-agent making purchases of materials for its principal will no longer need to comply with the public bid law under R.S. 38:2212).
- 4.1.6.2 The government department or agency must hold genuine title to the property at the time of delivery and acceptance by the contractor-agent. The contractor-agent shall bear risk of loss for the property.

- 4.1.6.3 The government department or agency must be able to directly claim or exercise any rights or warranties which are available to the purchaser of the goods and services and cannot hold the contractor-agent responsible for loss, damage, or defects in materials and equipment that are not attributable the contractor-agent's performance.
- 4.1.6.4 The government department or agency must be directly liable to the suppliers for payment of the agreed purchase price.
- 4.1.6.5 The purchase agreement must be such that suppliers can proceed directly against the government department or agency in the case of non-payment for property or services.
- 4.1.6.6 Payment to the vendors for construction materials/supplies will be made by the contractor-agent.
- 4.1.7 It is recommended that a special bank account be used for this project.
- 4.1.8 The City will directly reimburse to the prime contractor-agent with public funds.
- 4.2 Contractors and sub-contractors who are working on projects for a government department or agency can make tax-free purchases of construction materials for the government department or agency only if they are formally designated in a written agreement (Form R 1020) as agents of the government department or agency for the purpose of making purchases and only if all of the purchasing procedures set out in this directive are utilized.
- 4.2.1 Purchases made in their own names by contractors working for the government department or agency continues to be taxable.
- 5.0 All bidders shall include in their bid the following:
- 5.1 Temporary fencing for storage of materials that the City will own.
- 5.2 Builder's Risk Insurance that covers the Contractor and the City
- 6.0 **CONTRACTOR - AGENT PURCHASING PROCEDURE**
- 6.1 Contractor, when contractor-agent status is required in the bid documents, obtains three original tax-exempt forms from the Department of Revenue web site at:
- 6.2 [http://revenue.louisiana.gov/TaxForms/1020\(4_12\)F.pdf](http://revenue.louisiana.gov/TaxForms/1020(4_12)F.pdf)
- 6.3 OR from the City's Project Manager to be signed and returned with the signed contract. The form used will be the State of Louisiana, Department of Revenue, Designation of Construction Contractor as Agent of a Governmental Entity and Exemption Certificate (R-1020 4/12) and will designate the name of the construction project.
- 7.0 If the Mayor approves the contract, he will sign the three **originals of Form R-1020** and his office will forward to Purchasing with the signed contracts. DO NOT send forms directly to the Mayor's office.
- 8.0 Purchasing will distribute the contracts as follows:
- 8.1 **One Original Contract with one Original of Form R-1020** to Purchasing.
- 8.1.1 **Two Contract Originals with one Original of Form R-1020** to the Department Head or his/her Designee.
- 8.1.2 Department Head or his/her Designee is to keep the copy of the contract and a signed copy of Form R-1020 in their file.
- 8.2 Department Head or his/her Designee will provide the contractor with the following:
- 8.2.1 **One Original Contract for the contractor's file.**
- 8.2.2 **One Original of Form R-1020.**
- 8.2.3 Contractor issues a copy of Form R-1020 to the vendor when materials/supplies for the named construction project are purchased.

- 9.0 Contact for the State is:
- 9.1 State of Louisiana
- 9.2 Department of Revenue
- 9.3 Attention: Sales Tax Department (Ph: 225/219-7356) (Fax: 225/219-2065)
- 9.4 P.O. Box 3863
- 9.5 Baton Rouge, LA 70821
- 10.0 **The Louisiana Department of Revenue will still have the power and ability to audit the transaction and deny the exemption.**
- 10.1 Separate forms for same vendor can be supplied for separate purchases but is not mandated, so long as purchases are under the same contract approved for the contractor-agent status.
- 10.2 Possession of supplies is taken in the City's name upon delivery to the job site.
- 11.0 **CONTRACTOR - AGENT INVOICING PROCEDURES**
- 11.1 Contractor will have vendor issue an invoice for supplies on the vendor's form of choice so long as it is filled out in the "Sold/Bill To" block in the following manner:
- 11.1.1 SOLD/BILL TO: The City of Shreveport (Owner), C/O Contractor-Agent for the City of Shreveport.'
- 11.1.2 The "DELIVER TO" block _____, Contractor-Agent for the City of Shreveport.
- 11.1.3 Ensure NO TAX is charged on or subsequently paid on the invoice.
- 12.0 **PERIODIC PAY REQUESTS**
- 12.1 Pay Requests are to be prepared in accordance with the procedures established under the contract, generally once a month routed and reviewed through the Project Manager for the contract.
- 12.2 Attach copies of the invoices for supplies from the various applicable vendors. It is the responsibility of the prime contractor to validate the invoices initiated by subcontractor on behalf of the City as they are submitted, since only the prime is paid by the City.
- 12.3 Payment for Earnings will be made in accordance with the contract, **but the contractor's pay request must show one line item for the cost for materials/supplies purchased as our Agent**, the second line item for an amount arrived at by the mathematical subtraction of "materials/supplies purchased" from the amount earned and the grand total of the these two line items.
- 12.4 Contractor-Agent will be issued one check for materials/supplies, where the sales/use tax was not paid, made out in the **contractor's name, Agent** and the balance of the payment due in another check made out in **only the contractor's name**.
- 13.0 **Commonly Asked Questions**
- 13.1 Q: Does the City want the contractor-agent to have all invoices made out to the City?
- 13.1.1 A: Yes. This designation of contractor-agent shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for only the named construction project. See the enclosed sample invoice.
- 13.2 Q: Will the contractor-agent be required to turn in copies of all the invoices to the City, that the contractor-agent did not pay sales/use tax upon, with their payment requests?
- 13.2.1 A: Yes. See note in 1.1.
- 13.3 Q: Will copies of the invoices that the contractor pays for the City need to be turned in more than once a month?
- 13.3.1 A: No. These will need to be turned in once a month with your progress payment requests. Payment for Earnings will be made in accordance with the contract, but the contractor's pay request must show one line item for the cost for supplies purchased as our Agent, the second line item for an amount arrived at by the mathematical subtraction of "materials/supplies purchased" from the amount earned and the grand total of the these two line items.
- 13.4 Q: Who will receive the sales/use tax exemption?

- 13.4.1 A: The prime contractor can make purchases for this project without the sales/use tax for component construction materials, taxable services and leases and rentals of tangible personal property for only the named construction project once the Mayor signs the Designation of Contractor as Agent Form and Exemption Certificate R-1020, see enclosed sample. If the prime contractor for this project is not purchasing all of the items needed, then the subcontractors may also be named as contractor-agents.
- 13.5 Q: How do vendors know **not** to charge the sales/use tax?
- 13.5.1 A: After the **City issues Form R-1020** to the contractor, the contractor-agent will provide copies of it to their vendors.
- 13.6 Q: How long must, contractor-agent documentation must be kept for audit purposes?
- 13.6.1 A: The current year plus three more.



**Designation of Construction Contractor
as Agent of a Governmental Entity Sales
Tax Exemption Certificate**

City of Shreveport, LA

Legal Name of Governmental Entity

, an agency of the United States government, or an agency, board, commission, or instrumentality of the State of Louisiana or its political subdivisions, including parishes, municipalities and school boards, does hereby designate the following contractor as its agent for the purpose of making sales tax exempt purchases on behalf of the governmental body:

Name of Contractor		
Address		
City	State	ZIP

This designation of agency shall be effective for purchases of component construction materials, taxable services and leases and rentals of tangible personal property for the following named construction project:

Construction Project	Contract Number
----------------------	-----------------

This designation and acceptance of agency is effective for the period

Beginning Date (mm/dd/yyyy)	End Date (mm/dd/yyyy)
-----------------------------	-----------------------

Purchases for the named project during this period by the designated contractor shall be considered as the legal equivalent of purchases directly by the governmental body. Any materials purchased by this agent shall immediately, upon the vendor's delivery to the agent, become the property of this government entity. This government entity, as principal, assumes direct liability to the vendor for the payment of any property, services, leases, or rentals made by this designated agent. This agreement does not void or supersede the obligations of any party created under any construction contract related to this project, including specifically any contractual obligation of the construction contractor to submit payment to the vendors of materials or services for the project.

This contractor-agent is not authorized to delegate this purchasing agency to others; separate designations of agency by this governmental entity are required for each contractor or sub-contractor who is to purchase on behalf of this governmental entity. The undersigned hereby certify that this designation is the entirety of the agency designation agreement between them. In order for a purchase for an eligible governmental entity through a designated agent to be eligible for sales tax exemption, the designation of agency must be made, accepted, and disclosed to the vendor before or at the time of the purchase transaction.

Designation of Agency			Acceptance of Agency		
Signature of Authorized Designator		Date (mm/dd/yyyy)	Signature of Contractor or Subcontractor Authorized Acceptor		Date (mm/dd/yyyy)
Name of Authorized Designator Adrian Perkins, Mayor			Name of Contractor's or Subcontractor's Acceptor		
Name of Governmental Entity City of Shreveport			Name of Contractor		
Address P.O. Box 31109			Address		
City Shreveport	State LA	Zip 71130-1109	City	State	Zip

This designation of agency form, when properly executed by both the contractor and the governmental entity, shall serve as evidence of the sales tax exempt status that has been conferred onto the contractor. No other exemption certificate form is necessary to claim exemption from sales taxes. The agency agreement evidenced by this sales tax exemption certificate must be implemented at the time of contract execution with the governmental entity. The contract between the governmental entity and his agent must contain provisions to authenticate the conferment of agency.

FEDERAL CLAUSES FOR FTA FUNDED PROJECTS

Protest Procedures:

Any actual or prospective offeror, or contractor who is aggrieved, in solicitation or award of a contract, may protest to the City Purchasing Agent or Director of Procurement at SporTran. 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 offeror, 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/>

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 (SporTran). In the event of such termination, The City of Shreveport (SporTran) 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 (SporTran).

Termination for Default. The City of Shreveport (SporTran) may by written notice terminate this order, in whole or in part, for failure of the offeror to perform any of the provisions hereof within the time periods specified. In such event, the offeror 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 offeror was not in default or (ii) the offeror'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.

Buy America. The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60

percent domestic content.

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.

Cargo Preference. The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the Contractor in the case of a Subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

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 SporTran general manager. 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 general manager 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 general manager 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 SporTran, 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 or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between SporTran 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 SporTran 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.

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.

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.

Energy Conservation. The Offeror 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.*

Access to Records and Reports. The Offeror agrees to provide the Purchaser, 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 Proposer which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Offeror agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Offeror 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).

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.

Federal Changes. Offeror 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. Offeror'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.

No Federal Government Obligation. The City of Shreveport (SporTran) and the offeror 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 (SporTran), the offeror, 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 Offeror 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. Upon execution of the underlying contract, the contractor 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.

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 Offeror shall not perform any act, fail to perform any act, or refuse to comply with any City of Shreveport (SporTran) requests which would cause City of Shreveport (SporTran) to be in violation of the FTA terms and conditions.

ADA Access. Contractor shall comply with, and require all subcontractors to comply with, all federally mandated ADA accessibility requirements.

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 Employment 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 - In 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.

DBE Disadvantages Business Enterprise (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (DOT) and FTA Master Agreement MA (9) Section 12. d., shall apply to this contract. It is the policy of City of Shreveport/SporTran to practice nondiscrimination based on race, color, creed, sex, disability, age, or national origin. Firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract shall be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as DBE. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. SporTran's overall goal for DBE participation is 11.66%. A separate contract goal of 8.02% has been established for this procurement. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for set for this 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)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance no later than 30 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.

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.

Veterans Employment. Recipients and subrecipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

Contract Work Hours and Safety Standards Act.

The following requirements apply to the underlying contract:

1. Overtime requirements: No Contractor or Subcontractor contracting for any part of the Contract Work that may require or

involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph 1 of this section, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section.

3. Withholding for unpaid wages and liquidated damages: The City of Shreveport shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same Prime Contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section.

4. Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower-tier Subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

Davis-Bacon and Copeland Anti-Kickback Acts

(1) Minimum wages - (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
4. With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where

appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The City of Shreveport shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor

the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City of Shreveport may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records - (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Shreveport for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. (1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;
2. (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
3. (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees - (i) *Apprentices* - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program

registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees* - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity* - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements* - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts* - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment* - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements* - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards* - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of

the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Wage Determination

"General Decision Number: LA20210031 09/10/2021

Superseded General Decision Number: LA20200031

State: Louisiana

Construction Type: Building

County: Caddo County in Louisiana.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	04/30/2021
2	06/18/2021
3	08/13/2021
4	09/03/2021
5	09/10/2021

ASBE0053-001 09/01/2019

Rates Fringes

ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.69	9.28
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* ELEC0194-004 09/06/2021

Rates	Fringes
ELECTRICIAN (Including Low Voltage Wiring).....\$ 30.25	13.81

ENGI0406-002 07/01/2014

Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane).....\$ 23.46	8.35

CRANE PREMIUMS:
50-150 Tons \$1.75
Over 150 Tons \$2.25

IRON0623-021 01/01/2021

Rates	Fringes
IRONWORKER (REINFORCING AND STRUCTURAL).....\$ 32.85	10.38

PAIN1244-011 11/01/2019

Rates	Fringes
PAINTER (Spray).....\$ 18.83	8.68

PLUM0060-003 06/07/2021

Rates	Fringes
PIPEFITTER.....\$ 29.90	13.29

PLUM0141-005 08/01/2021

Rates	Fringes
PLUMBER.....\$ 27.48	13.97

ROOF0317-001 12/01/2020

Rates	Fringes
ROOFER.....\$ 21.79	8.84

SHEE0214-012 09/01/2017

Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....\$ 26.19	14.19

SHEE0214-013 09/01/2017

Rates	Fringes
SHEET METAL WORKER (Excluding	

HVAC Duct Installation).....\$ 26.19 14.19

SULA2012-016 09/22/2014

Rates Fringes

BRICKLAYER.....\$ 20.00 0.00

CARPENTER, Excludes Drywall
Hanging, and Metal Stud
Installation.....\$ 17.87 1.67

CEMENT MASON/CONCRETE FINISHER...\$ 15.59 0.00

DRYWALL HANGER AND METAL STUD
INSTALLER.....\$ 15.60 0.00

LABORER: Common or General.....\$ 11.41 0.00

LABORER: Mason Tender - Brick...\$ 12.17 0.00

OPERATOR:
Backhoe/Excavator/Trackhoe.....\$ 18.36 2.38

PAINTER (Brush and Roller).....\$ 18.30 8.91

TILE SETTER.....\$ 20.00 0.00

TRUCK DRIVER: Dump Truck.....\$ 17.26 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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 \$500,000 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

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

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

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

1.9 **MBE-is** Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendor's Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/bid/section800.htm>

2.0 PURPOSE OF THE PROGRAM

2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.

2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC, S/DBE or DBE subcontractors.

2.3 All efforts must be documented.

2.4 Direct commodity purchases made by the City are exempt from the program.

3.0 FAIR SHARE CONTRACT CLAUSES

3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.

3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at www.shreveportla.gov, and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.

3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5060 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.

3.2 Prompt Payment Clause

- 3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.
- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) business days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) business days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC, S/DBE, and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor=s failure to make timely payment to the subcontractor.
- 3.6 Fair Share Certified (FSC), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs or DBEs
- 3.8 Bidders are **required** to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC, S/DBE or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC, S/DBE or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/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: 21-061 (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) 21-061 2. Project Name _____
 3. Prime Contractor _____ 4. Bid Amount of Total Project (\$) _____
 5. Prime Contractor's Federal Tax ID # _____ Change Order? Yes or No C/O # _____

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

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

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

City of Shreveport

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

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

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



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

1. Name of Project _____

2. Name of offeror/prime contractor _____

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

_____ at the price of \$ _____

(Name of DBE/FSC Firm) (Date)

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

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

(Signature of Owner or Authorized Agent) (Date)

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

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(Revised 6/20/2020)

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

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

<p>This worksheet assumes a 5% retainage.</p> <p>Changes to Contract: Replacement, substitution, or addition to FSC, S/DBE or DBE firms must be handled in conformance with the contract documents.</p> <p>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.</p> <p>Printed Name of Authorized Contractor Representative: _____</p> <p>Authorized Signature of Contractor Representative: _____</p> <p>Date: _____</p> <p><small>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.</small></p>	<p>Notary Public Use Only:</p> <p>State of _____</p> <p>Parish / County of _____</p> <p>Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____</p> <p>Signature of Notary Public: _____</p>
---	--

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



AFFIDAVIT

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

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

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

_____ authorized representative of:

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

_____ and with a current email address of:

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

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

BY: _____

Printed Name: _____

Title: _____

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

Notary Public

Notary Identification Number or LA Bar Roll Number

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

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

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

** Form Revised 12/19/2019 **

Appendix 3

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

IFB Number: 21-061

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)

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 BIDFOR:

IFB Number: 21-061

Project Name: SPORTRAN TRANSIT RESOURCE CENTER - PHASE 1

Opening Date/Time: _____

Attention: Use this format on the outside of your container when responding with a paper bid.
We do not accept faxed responses for formal solicitations! Revised 12-15-1

PROJECT SCOPE

Please refer to the Shreveport Standard Specifications for Infrastructure Improvements 2015 Edition

SPECIAL NOTE: The contractor is required to contact Louisiana One-Call for all utility locates. Due to the heavy volume of locate requests made through the City of Shreveport, Office of Water & Sewerage, if a timely response is needed, it will be the contractor's responsibility to contact them.

SCOPE: Renovation work of the ground floor of the SporTran Transit Resource Center (formerly Sun Furniture showroom) located at 1253 Texas Avenue. The City purchased the building in January 2019 using FTA and local funds, including proceeds from the sale of the old bus terminal. The property is a 32,000 square foot building that will house a food court, restrooms, retail space, and a passenger waiting area on the ground floor. The second-floor renovation will be completed under a separate contract and will include offices for transportation planning staff and an employee training center. Federal funds are available for this work.

DBE GOAL: This project is funded by the Federal Transit Administration, and there is a 7.89% Disadvantaged Business Enterprise (DBE) goal for this project. Entities must be certified as a DBE through the Louisiana Unified Certification Program (<http://www8.dotd.la.gov/UCP/UCPSearch.aspx>) for the NAICS code for which they will perform work on this project in order for their participation to count toward this goal.