

CITY OF SHREVEPORT-PURCHASING DIVISION

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

January 4, 2022

TO: Prospective Consultants

You are invited to submit a response for **RFS #22-700 Engineering Design - Improvements and Repairs to Cross Lake Dam and Spillway**. A complete Request for Statement of Qualification package is attached for use in preparing your response.

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

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

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

Sincerely,

Senior Buyer

Attachment: Return Envelope Format (one page)

The CONTRACT VERIFICATION-DBE/FSC FORM 6 (Appendix 1, Form 6), as enclosed, must be furnished with the prime contractors signed contract.

The Felony Conviction Statement (Appendix 3) should be submitted with your response.
Revised 12/04/19

Account: 0000002676

Proof of Publication Required

Control # 22022
CONTROL NUMBER MUST BE INCLUDED ON INVOICE

City of Shreveport
REQUEST FOR STATEMENT OF QUALIFICATIONS

SEALED QUALIFICATION STATEMENTS, addressed to the Purchasing Agent for the City of Shreveport must be received in the Purchasing Division, Government Plaza, Suite 610, 505 Travis Street, Shreveport, Louisiana 71101, **not later than 3:00 p.m. on February 1, 2022**, for the following project:

RFS 22-700

Engineering Design - Improvements and Repairs to Cross Lake Dam and Spillway

Initial Fee: \$250,000; Maximum Professional Services Fee: \$1,000,000 NTE for Contract

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

Renee Anderson
Interim Purchasing Agent

Advertise: 01-04-22

07-01-2019

CITY OF SHREVEPORT
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
ENGINEERING FIRMS

1.0 **PURPOSE**

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

2.0 **PROJECT NAME**

- 2.1 RFS #22-700 Engineering Design - Improvements and Repairs to Cross Lake Dam and Spillway
- 2.2 **Initial Fee: \$250,000; Maximum Professional Services Fee: \$1,000,000 NTE for Contract.**
- 2.3 **If the lowest responsive construction bid exceeds the Construction Budget, the Designer shall redesign the project for no additional cost to the City.**

2.4 **OTHER FEES**

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

3.0 **REIMBURSABLE EXPENSES**

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

4.0 **PRIMARY DISCIPLINE(S) REQUIRED**

- 4.1 Engineering

5.0 **INSURANCE REQUIREMENTS**

- 5.1 The Consulting Firm shall at its own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto.
- 5.2 Such insurance, at a minimum, must include the following coverages and limits of liability.
 - 5.2.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence.
 - 5.2.2 **This policy should be endorsed to name the City as an additional insured.**
 - 5.2.3 It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000 Million otherwise the Consulting Firm must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.
- 5.3 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person or \$300,000 each occurrence or a combined single limit of \$500,000 per occurrence.
 - 5.3.1 **This policy should be endorsed to name the City as an additional insured.**
- 5.4 Workers Compensation Insurance as required by the laws of the State of Louisiana and Employers Liability Insurance in a minimum amount of \$1,000,000.

- 5.4.1 This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers Compensation Act and Maritime Coverage.
- 5.4.2 The certificate of insurance required herein, must have the following statement shown in the remark section:
 - 5.4.2.1 This policy for workers compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.
- 5.5 Professional Liability Insurance.
 - 5.5.1 For projects with an estimated total cost in excess of \$1 Million the limit of liability shall be in an amount not less than \$1 Million per claim and in the annual aggregate.
 - 5.5.2 For projects with a total estimated cost of \$500,000 to \$1 Million the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate.
 - 5.5.3 For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
 - 5.5.4 Coverage shall be maintained for at least two years following completion of the project.
- 5.6 The Consulting Firm shall promptly notify the City if any claim is asserted against the contractor whenever such a claim would apply to this coverage.
- 5.7 This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client.
- 5.8 The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance.
- 5.9 All coverage provided for above shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an **A. M. Best rating of B+VII** or better.
- 5.10 This rating requirement is waived on the Workers Compensation coverage only.
- 5.11 The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
 - 5.11.1 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form before any part of the service specified by this Agreement are commenced. The certificate must be issued on a standard certificate of insurance form promulgated by the insurer, the Association for Cooperative Operations and Development (ACORD), the American Association of Insurance Services (AAIS) or the Insurance Services Office (ISO). The said Certificate shall name the City as an additional insured as indicated herein and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation. Said provision shall include cancellation for non-payment of premium. The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
 - 5.11.2 The Consulting Firm and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
 - 5.11.3 The payment of any deductible specified by such insurance policies shall be the responsibility of the Consulting Firm and will be paid solely by the Contractor.
 - 5.11.4 If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment from the City.
 - 5.11.5 The City will give the Consulting Firm prompt notice in writing if the institution of any suit or proceeding and permit the Consulting Firm to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so.
 - 5.11.6 The Consulting Firm shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract.
 - 5.11.7 The Consulting Firm shall furnish immediately to the City copies of all pertinent papers received by the Consulting Firm.

5.11.8 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the city by the Consulting Firm.

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

Revised 08/29/16 -Contractors requirements

6.0 BACKGROUND

6.1 Cross Lake Dam was originally an earthen dam that served as an embankment for a railroad bridge over Cross Bayou. In 1928, a 190-ft-wide spillway was constructed to replace the bridge and form Cross Lake to provide a source of surface water for drinking water and recreational purposes. In 1962, four tainter gates were added to raise the water level. The spillway consists of a reinforced concrete weir with two reinforced concrete piers and reinforced abutment walls at each end. The dam embankment height ranges from 20 ft to 40 ft. The portion of the embankment that serves as a water retention structure is about 7,400 ft long. Two mainline tracks for the Kansas City Southern (KCS) Railroad that experience relatively heavy use are presently located on top of the dam. The City of Shreveport is responsible for operation and maintenance of the dam, spillway, and control building. In the early 2000's the City began planning for addressing erosion issues and structural repairs necessary to maintain dam and spillway. Numerous professional engineering studies are available for the selected Consultant Engineer to review for evaluating and designing improvements to the dam, spillway, and control building.

7.0 SCOPE OF WORK

7.1 The City of Shreveport is requesting Consulting Engineering Services for design and construction engineering services for improvements and repairs to Cross Lake Dam & Spillway. The Consulting Engineering Firm will work directly with the City's Clean Water Shreveport Program Management Consultant (PMC) and City Personnel. The scope of work for this project consists of providing design documents required for the permitting and installation of new spillway tainter gates, new lift motors, and a new emergency generator. Design of structural repairs, SCADA and electrical upgrades, erosion control protection, existing control building modifications, civil site improvements, and abandonment of existing spillway bypass piping is also required. Selected Consulting Engineering Firm shall have experience in providing inspection, design, and construction engineering services for dams and spillways.

7.2 Specific tasks are anticipated to include the following work items:

- 7.2.1 Review of existing record drawings, previous constructed erosion control project (2017), previous engineering studies, previous LADOTD Annual Inspection Reports, previous dive inspection report, previous dam breach analysis, existing installed piezometers data. previous acoustic/sonar data and current emergency action plan.
- 7.2.2 Develop feasible alternatives to accomplish objectives of scope of work and participate in collaborative design workshops with City Water & Sewer and PMC staff.
- 7.2.3 Identification of appropriate construction technology required for construction of the project.
- 7.2.4 Direct coordination with utility companies to mitigate potential utility conflicts with proposed construction including identifying relocations and adjustments by the respective utility company if required.
- 7.2.5 Review of available existing information regarding operation and maintenance of dam and spillway facility.
- 7.2.6 Inspection of existing dam, piping, embankments, spillway, and existing control building for development of inspection reports to be submitted to the City with recommendations for rehabilitation of identified deficiencies including mechanical, electrical, HVAC, structural, lift motors, controls and other items required to restore dam, spillway, and existing control building.
- 7.2.7 Submit reports to City Water and Sewer and Program Team staff. Include budgetary cost estimate with reports.
- 7.2.8 Provide topographic, hydrographic, and/or cadastral surveying.
- 7.2.9 Provide additional geotechnical data reports and engineering reports if necessary. Work may include review of upgrading and/or replacing existing piezometers as needed.
- 7.2.10 Coordination with USGS for level monitoring equipment.
- 7.2.11 Preparation of technical specifications, drawings and details as necessary to produce clear, comprehensive bidding documents.
- 7.2.12 Preparation of drawings in accordance with City Water and Wastewater Design Standards.
- 7.2.13 LADOTD Standards, Caddo Levee Board Standards, KCS Railroad Standards, DEQ Standards and Corps of Engineers Standards.
- 7.2.14 All coordination necessary for permit and plan approvals with KCS Railroad.
- 7.2.15 Preparation of drawings for the City's use in acquisition of servitudes if necessary.
- 7.2.16 Identification of permits required for construction and preparation of permit applications on behalf of the City.
- 7.2.17 Coordination with City and PMC for support applications for funding to third-party grant funding agencies, including preparation of application materials, if required.
- 7.2.18 Preparation of opinions of probable construction cost.
- 7.2.19 Bid phase support including participation in a pre-bid meeting, preparation of responses to questions from bidders for incorporation into addenda, and review of bids.

- 7.2.20 Other Engineering and surveying services as requested by the City and PMC.
- 7.2.21 Services during construction may include submittal review, response to RFI's, on site problem solving, potential design and drawing revisions, preparation of record drawings project management and resident project representation services.

8.0 **REQUIRED PREREQUISITE EXPERIENCE**

- 9.0 The Consulting firm together with its subconsultants must have the ability to provide all services necessary to perform all work items within an acceptable schedule. The qualification statement should clearly indicate individual experience for Consulting Firm staff and subconsultant staff in each aspect of the description of work.

10.0 **SUBMITTAL INFORMATION**

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

11.0 **PROPOSALS MUST BE DELIVERED TO:**

- 11.1 City of Shreveport
- 11.1.1 Office of The Purchasing Agent
- 11.1.2 Government Plaza-Suite 610
- 11.1.3 505 Travis Street
- 11.1.4 Shreveport, LA 71101-3042

12.0 **DOCUMENTATION OF RESPONSES**

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

13.0 **JOINT VENTURE**

- 13.1 If the Proposer is a joint venture, provide the following information:
 - 13.1.1 Date of formation
 - 13.1.2 Name and address of each venture partner
 - 13.1.3 Principals of each venture partner
 - 13.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
 - 13.1.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to proposal. Such attachment shall not count in the page limit.

14.0 **SUBMISSION REQUIREMENTS**

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

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

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

14.1.2 Description of approach to accomplish the required tasks – six (6) pages maximum.

- a. ___ An understanding of the project and objective to be met.
- b. ___ The firm's approach to completing the project.

14.1.3 Organizational chart and resumes of key personnel to be assigned to this project.

- a. ___ Specifically indicate the firm's proposed project manager, lead structural engineer, lead electrical, mechanical and controls engineer, and other key staff necessary to support assignments.
- b. ___ Resumes of key personnel shall be two (2) pages maximum.
 - i. Describe relevant experience of the key personnel.
 - ii. Indicate the location of work of the key personnel.

14.1.4 Related experience of firm – three (3) pages maximum (not including detailed project descriptions)

- a. ___ Describe the firm's experience, stability, and history of performance on projects in similar nature and locale.
- b. ___ Provide a list and description of similar projects, undertaken by the firm and the personnel to be assigned to this project.
- c. Detailed Project Descriptions-
 - i. At least three (3) but not more than five (5) detailed project descriptions describing experience on projects similar in nature and locale.
 - ii. Each detailed project description shall be two (2) pages maximum and include a contact name, organization name, telephone number and email address for the key point of contact from the owner/client.

15.0 Provide Standard Form 330.

15.1.1 ___ Discuss ability to furnish sufficient technical services and personnel to ensure expeditious prosecution of the work.

15.1.2 ___ Provide firm size and current workloads as related to project magnitude, including the current active client list.

15.1.3 ___ Discuss recent experience with similar projects.

- 15.1.4 ___ Proposed schedule, including major tasks and target completion dates.
- 15.1.5 ___ Provide proven capability of the firm to meet schedules/deadlines.
- 15.1.6 ___ Provide the qualification of both DBE/Fair Share and other sub consultants you intend to use on this project.
- 15.1.7 ___ Team Work Location (Local Office Location)
- 15.1.8 ___ Project Approach – A concise and detailed narrative showing the consultants proposed approach to the project. The project approach section should demonstrate thorough understanding of the proposed project and provide an explanation of previous experience. Firms should explain any coordination between the prime firm and the proposed sub consultants, and provide any other pertinent information that may assist in the selection process. The consultant should include the tasks or steps that they will undertake to accomplish the work described in the scope of service.
- 16.0 Submit the enclosed **FELONY CONVICTION STATEMENT**.
- 17.0 Submit the enclosed **AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR**.
- 18.0 Other information and materials may be submitted in support of qualifications, etc.
- 19.0 **Provide an electronic copy (CD or USB flash drive) of your response in an ATTACHED (NOT LOOSE) pocket file with each copy (12 copies) of your submittal.**

20.0 **SELECTION PROCESS AND METHOD OF AWARD**

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

21.0 **PROCESSING OF DATA WARRANTY**

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

22.0 **SUB-CONSULTANT TRACKING**

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

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

23.0 PAYMENTS DUE THE CITY

- 23.1 Section 26-211 of the Citys Code of Ordinances requires the following:
 - 23.1.1 On every contract to which the City is a party and for which written specifications are prepared, the specification shall include the requirement that before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City.
 - 23.1.2 No contract to which the city is a party shall be awarded to any person who:
 - 23.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
 - 23.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or
 - 23.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.
 - 23.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 23.2 Bids/proposals will not be accepted from or contract awarded to any person, firm, or corporations which have at any time failed to execute a contract that has been awarded to them by the City, or which is in arrears to the City upon debt or contract, or which is a defaulter as surety or otherwise upon any obligation to the City.

24.0 UNSATISFACTORY WORK

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

25.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

26.0 PUBLIC INFORMATION

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

CITY OF SHREVEPORT

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

Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

1.0 DEFINITIONS

1.1 **Bid**-shall mean bid for IFBs, proposal for RFPs, and quote for RFQs.

1.2 **Contractor**-shall mean prime contractor for IFBs, RFPs, and RFQs. For RFSs, **Contractor** shall mean Prime Consultant.

1.3 **Offeror**-shall mean a person who submits an RFP.

1.4 **Subcontractor**-shall mean subcontractor for IFBs, and RFQs. For RFSs, Subcontractor shall mean Sub consultant.

1.5 **FSC**-is Fair Share Certified (specific to City-Funded Projects and included in the Fair Share computation). **Fair Share Certification applications may be obtained as follows:**

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

1.6.1 Fair Share Office

1.6.2 505 Travis Street, Suite 260

1.6.3 Shreveport, LA 71101

1.6.4 FSC Application Affidavits maybe downloaded at::

www.shreveportla.gov/FairShareApp

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

RFS Number: 22-700 (Revised 9-10-07)

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

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

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
 Signature of Authorized Owner or Representative Title Date

Print Name: _____

City of Shreveport

UTILIZATION/CONTRACT TRACKING-FSC FORM 2

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

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

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

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

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

City of Shreveport

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 8-30-07)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

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

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



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

1. Name of Project _____

2. Name of offeror/prime contractor _____

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

_____ at the price of \$ _____

(Name of DBE/FSC Firm) (Date)

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

(Phone Number) (Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

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

(Signature of Owner or Authorized Agent)

(Date)

(Phone Number)

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

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(Revised 6/20/2020)

Contract Number:					Prime Contract Amount:				
Progress Report Number:					Report Period Dates:		To:		
Prime Contractor:					Project Name:				
(1) Subcontractor Name	(2) Class	(3) Work Description	(4) Original Subcontract Amount	(5) Approved Changes	(6) Revised Subcontract Amount (4+5)	(7) Current Period Work Completed	(8) Total Work Completed to Date <small>(Previous Total to Date+(7))</small>	(9) Remaining Subcontract Amount (8-6)	
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE								
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE								
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE								
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE								
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE								
<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>Notary Public Use Only: State of _____ Parish / County of _____</p> <p>Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____</p>			
<p>Printed Name of Authorized Contractor Representative:</p>									
<p>Authorized Signature of Contractor Representative:</p>					<p>Date:</p>				
<p>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.</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.

APPENDIX 3

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

RFS Number: 22-700

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

1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:

- 1.1 Public bribery (R.S. 14:118) 1.2 Extortion (R.S. 14:66)
1.3 Corrupt influencing (R.S. 14:120) 1.4 Money laundering (R.S. 14:23)

2.0 Within the past five years from the project 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 proposer 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)

City of Shreveport

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

RFS Number: 22-700

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

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

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

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

_____	_____
Signature	Title

NOTARY PUBLIC _____	Signature	Seal _____
---------------------	-----------	------------

FROM: _____

*License # _____

PLEASE RUSH TO:

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

SEALED QUALIFICATIONS FOR:

RFS Number: 22-700 _____

Project Name Engineering Design - Improvements and Repairs to Cross Lake Dam and Spillway

Opening Date/Time: _____

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