City of Shreveport

REQUEST FOR PROPOSALS

DEBRIS REMOVAL MONITORING

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NOTE: All items listed in Part V must be submitted with your proposal

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

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

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*Required for all RFPs

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*Revised 01-20-21*
June 21, 2022

RFP **22-829**

**MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON:** July 26, 2002

**PROPOSAL TITLE:** DEBRIS REMOVAL MONITORING

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

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

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

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

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

City of Shreveport

Renee Anderson, MBA, CPPB
Interim Purchasing Agent

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

GENERAL INFORMATION

1.0 Proposals will be considered as specified herein or attached hereto under the terms and conditions of this proposal.

2.0 Proposals must be made in the official name of the firm or individual under which business is conducted (showing an official business address) and must be signed in ink by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

3.0 Offerors are to include all applicable requested information and are encouraged to include any additional information they wish to be considered.

4.0 It is up to you to make sure that all the information requested is returned to us by using the envelope format shown in this package.

5.0 Each Proposer shall submit one (1) signed original response. Three (3) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 8.0).

5.1 Proposals should be sent to:

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

5.1.6 STATE CONTRACTORS LICENSE NUMBER MUST BE SHOWN ON THE OUTSIDE OF THE ENVELOPE.

6.0 QUESTIONS

6.1 Offerors requiring additional information may email or fax their questions so that they will be received at least five (5) working days prior to proposal opening to:

6.2 Email angela.mcnicoll@shreveportla.gov or fax Angela McNicoll at 318-673-5408.

6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

7.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

7.1 The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The financial proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

7.2 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

7.3 The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:

7.4 “The data contained in pages______of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the
extent provided in the contract. This restriction does not limit the City of Shreveport’s right to use or disclose data obtained from any source, including the Proposer, without restrictions.”

7.5 Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

7.6 If the Proposer’s response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - “REDACTED COPY” - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer’s confidential data.

7.7 If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.

7.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as “confidential”, the Proposer agrees to indemnify and defend (including attorney’s fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.

7.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

8.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2 (D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.
Part II
INTRODUCTION

1.0 INTENT
1.1 It is the intent of the City of Shreveport to solicit proposals to contract with a consultant and have them on standby should a catastrophic event take place in which a state or federal agency deems it an emergency. In this case, FEMA requires a monitoring program to be in place when debris is being removed or hauled away. The monitoring consultant is in charge of the program and facilitates the cleanup efforts.

2.0 TERM OF CONTRACT
The term of any contract resulting from this solicitation shall be for one year from the date of award, unless terminated or extended in accordance with the provisions listed herein. The City of Shreveport reserves the right to renew any resultant contract(s), if mutually agreeable with the consultant, for four additional years in one-year increments with price changes limited to Price Changes paragraph below, unless prices are requested for a longer period in this RFP.

3.0 PRICE CHANGES
3.1 Prices will be firm for the contract term as specified in the paragraph above. After the term of the contract, the Consultant may request price increases based on their documented cost increase to be approved by the Public Works Department Director and the Purchasing Agent. Written requests for price increases must be sent to the Purchasing Agent. The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best Offeror or to solicit new proposals. Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract. Any decrease in pricing shall not be less than the appropriate CPI or PPI.

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

5.0 INSURANCE REQUIREMENTS
5.1 The Contractor shall provide evidence of adequate liability, Automobile and Worker’s Compensation coverage to protect himself and the City of Shreveport.

6.0 PURCHASE ORDER REQUIREMENT
6.1 The City of Shreveport shall not be responsible for invoices exceeding $1,000 that do not have a written purchase order covering them.

7.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION
7.1 Proposals will be available for public inspection at the time and date approved by the Purchasing Agent.

8.0 PAYMENTS DUE THE CITY
8.1 Section 26-211 of the City’s Code of Ordinances requires the following:

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

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

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

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

8.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city, or which has demolition liens, grass cutting liens, or any other property standards liens on it.
8.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

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

9.0 ASSIGNMENT

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

10.0 UNSATISFACTORY WORK

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

11.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

12.0 JOINT VENTURE

12.1 If the Proposer is a joint venture, provide the following information:

12.1.1 Date of formation
12.1.2 Name and address of each venture partner
12.1.3 Principals of each venture partner
12.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
12.1.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to proposal. Such attachment shall not count in the page limit.
PART III

TASK 1 – General Debris Monitoring and Reporting Services

1.0 Contractor shall prepare a Debris Monitoring and Reporting Plan that sets forth how the debris management and reporting efforts will be conducted to properly account for all components of the contracted debris removal and disposal services as well as addresses the coordination of the contracted work efforts with the work efforts of the City-performed and/or contractor-performed debris removal and/or disposal services.

2.0 Contractor shall develop and include as a component of the Debris Monitoring and Reporting Plan any and all necessary forms, documents, reports, maps, logs, tickets, etc. necessary to ensure the successful performance of debris removal and disposal services as well as the successful coordination of the work efforts with the City-performed and/or contractor-performed debris removal and/or disposal services.

3.0 Contractor shall be responsible for maintaining the following documentation for debris monitoring reimbursement purposes: Personnel assignments, duties, and responsibilities, timesheets, Debris Monitoring Reports, Debris Total Collection (CY and tonnage), Debris Monitoring Site reports, Exception report, Truck/Trailer Certification reports, Geographic Information System (GIS) planning and progress reports, debris progress reports, safety reports, usage reports (for fuel, vehicle mileage, etc.) etc.

4.0 Contractor shall appoint a qualified and experienced Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and available to the City at all times during the operational phases of the contracted debris removal and disposal work effort.

5.0 Contractor shall coordinate daily briefings with key operational staff, City staff and debris management contractor(s) to review, formulate and update debris removal operations and strategies as well as to schedule, manage, and conduct periodic meetings with field staff and debris management contractor. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris management contractor(s) and the debris management operation.

6.0 Contractor shall provide a daily report of the debris contractor crew assignments, working locations, number of trucks assigned, total loads, cubic yards collected by debris type, an updated map of streets where debris is collected, and other key operational statistics to the Debris Monitoring Coordinator or designee.

7.0 Contractor shall coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.

8.0 Contractor shall conduct debris surveys and perform debris estimation by debris types as required to satisfy FEMA Public Assistance Requirements.

9.0 Contractor shall maintain accurate records of all debris collection vehicles, including the measurements of the inside of the useable bed space, photographs, license information, vehicle identification decal issuance and regular monitoring for vehicle modifications.

10.0 Contractor shall track and coordinate responses to problems identified in the field, citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Contractor shall maintain a detailed GIS database of customer complaints and resolutions.

11.0 Contractor shall make all reasonable efforts to ensure that the Debris Management Site(s) (DMS) and Temporary Debris Storage and Reduction Site(s) (TDSRS) have access control and security. Conduct end of the day duties and verify that all vehicles have left the DMS/TDSRS at the specified time established by the City.

12.0 Contractor shall make all reasonable efforts to ensure the field collection monitors are accurately recording the streets and locations where debris was collected. Maps shall be posted daily in a central location at the City and updated as necessary each business day illustrating the progress from the previous day’s work. Provide quality control training to all field collection and site monitors to ensure accuracy and completion of all load tickets.

13.0 Contractor shall conduct inspections on a regular, predetermined, and random basis. Make all reasonable efforts to ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.

14.0 Contractor shall monitor the debris removal contractor(s) for compliance with their contract with the City as well as to ensure that workers are performing eligible work in accordance with FEMA Public Assistance guidelines and applicable Federal, State and Local Regulations.

15.0 Contractor shall provide annual training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris removal and disposal contractor(s), City, state, and federal agencies. Refresher training will be offered as needed following an event but before operations commence.

16.0 Contractor shall set up schedules for monitors each day and coordinate assignments. Survey and maintain list of
areas with special needs, including but not limited to, hazardous stumps, trees, hanging limbs, leaning trees, debris types, and other potential problems.

17.0 Contractor shall prepare daily and periodic tracking reports to support debris removal operations and final debris disposal for audit purposes. Maintain a database of debris managed, costs incurred and reconcile debris collection and Contractor invoices. These reports are to be available as required by the City or FEMA.

18.0 Contractor shall compile records and assist the City with the preparation of required forms for reimbursement.

19.0 An independent temporary field office for the monitoring staff shall be provided by the consultant if directed by the City. The office shall include, but not be limited to, a telephone, computer, copier, and fax.

TASK 2 – Collection Monitoring

1.0 The Contractor shall provide fully trained collection and roving monitors to assure proper and compliant documentation protocols are instituted and followed.

2.0 The Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City.

   This team will monitor the debris contractor for contract compliance, efficiency, and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. The Contractor should also provide roving monitors to make unannounced visits to all loading and disposal sites within their assigned zones. All field team members shall be equipped with state-of-the-art technology, which may include cameras, computers, communication devices, GPS handhelds, and other equipment as deemed necessary and/or appropriate.

3.0 The Contractor shall to the best of his or her knowledge initiate load tickets at the collection location for eligible loads only. The field collection and DMS/TDSRS monitors will make all reasonable efforts to assure the load ticket is completed accurately for eligible loads of disaster debris and that the load ticket is valid.

4.0 The Contractor will establish a Quality Control Program to review all paper load tickets for completeness, accuracy and eligibility. If necessary, the Contractor and the City will review certain load tickets to determine eligibility and validity. Additional examples of collection monitoring quality control tasks include, but are not limited to, the following:

   A. Verifying that all debris picked up is a direct result of the disaster.
   B. Accurately recording the addresses, streets, and locations where debris was collected.
   C. Verifying that the debris collection contractor(s) are working in their assigned collection areas and roads.
   D. Immediately stopping work in progress if improper monitoring documentation or work is not being performed in the approved manner. The Contractor shall immediately notify the Debris Monitoring Coordinator to review the matter and provide final resolution.
   E. Properly and promptly reporting for immediate resolution any sloppy (poor collection service) and ineligible material attempting to be collected by the debris removal contractor.
   F. Inspecting work in progress to monitor that removal efforts include debris of the proper type in the proper areas.
   G. Maintaining and cataloging/indexing any photo documentation of recovery work on a daily basis.
   H. Making all reasonable efforts to ensure that its employees and its subcontractor(s) are working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
   I. Meeting any and all FEMA Public Assistance Program related requirements.

TASK 3 – Debris Load Ticket Process

1.0 Contractor may use an electronic debris management system and create debris load tickets electronically, limiting the need for handwritten and scanned paper tickets. The system features should include at a minimum:

   A. Paperless electronic (handheld device) data collection.
   B. Secure database for City and Contractor use. Contractor database should be internet accessible (via role-based security) to debris contractor, subcontractor, City, state, and other public entities on a need-to-know basis.
   C. Minimal manual entry of traditional debris paper load ticket data fields.
   D. Automation of debris pickup location through use of GPS/GIS technologies.
E. Evaluation of daily event status using web-based reporting and GIS tools.

F. Coordination of debris contractor invoices, FEMA documentation and applicant payment process enable through an integrated database management system.

2.0 If the EDMS is used, the Contractor should be prepared to supplement the EDMS with an organized process that assures complete and accurate data is being recorded on an approved paper debris load ticket. Paper load tickets shall consist of multi-copy pages. The Contractor shall retain original completed tickets on behalf of the City and copies provided to the debris removal Contractor, vehicle driver, etc., as appropriate. Tickets shall be filed in ticket number order and scanned, if possible. Scanned tickets shall be cataloged by ticket number order, easily retrievable, printable and cataloged/indexed with accompanying photos. Original tickets retained by the Contractor on behalf of the City shall be cataloged / indexed with any accompanying photos. The hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Paper load tickets will include the following minimum information:

A. Date
B. Loading Site Departure Time
C. Disposal Site Arrival Time
D. Complete street address of closest property (include latitude and longitude if possible)
E. Type of debris
F. Vehicle certification number
G. Vehicle measured cubic yard capacity
H. Percent of volume (PV)
I. Driver name (printed)
J. Field monitor’s name (printed) and signature
K. Name of sub-Contractor
L. DMS/TDSRS monitor’s name (printed) and signature

TASK 4 – Debris Management Site(s) (DMS) Monitoring

1.0 Contractor shall be capable of conducting pre- and post-use environmental monitoring of the DMS/TDSRS locations to detect environmental contamination either present before use or after closeout of DMS/TDSRS operations, if requested by the City.

2.0 Contractor shall assure that DMS/TDSRS and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

3.0 Contractor shall provide DMS/TDSRS monitors to observe debris unloading operations at the City’s designated DMS/TDSRS(s). A minimum of two DMS/TDSRS monitors are required per debris site. These staff members, in conjunction with the Debris Monitoring Coordinator and the debris contractor, shall coordinate the logistics of the DMS/TDSRS to assure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.).

4.0 Contractor shall observe vehicles entering and exiting the DMS/TDSRS and make reasonable efforts to ensure that vehicles are in compliance with their truck certifications (e.g., side boards in place, full tailgate, covered loads, etc.). Additionally, the DMS/TDSRS monitor shall calibrate their debris vehicle load determinations with the FEMA monitors. DMS/TDSRS monitors are expected to provide volume determination consistent with FEMA.

5.0 Contractor shall conduct field quality inspections to check and verify information on debris removal and at DMS/TDSRS located throughout the City.

6.0 Contractor shall conduct other DMS/TDSRS monitoring tasks such as:
A. Coordinating with local, state, and federal agencies as needed for DMS/TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.
B. Providing preliminary assessment and documentation of DMS/TDSRS and assist in return of site to original conditions.
C. Providing personnel to supervise the operation of DMS/TDSRS including monitoring incoming loads of debris,
processing of debris and outgoing loads of processed debris.

D. Measure all debris removal contractor and City collection equipment and properly complete a truck certification form. Upon City’s request measure other governmental agency partner’s collection equipment and properly complete a truck certification form.

E. Conducting end of day activities, such as verifying completion of debris crew assignments, completing all record keeping, assuring that all vehicles have left DMS/TDSRS and locking down facilities.

**TASK 5 – Debris Vehicle Certification**

1.0 Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Contractor on behalf of the City and provided to the City upon their request or project completion. Additional copies should be provided to the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at each DMS/TDSRS to assure that no vehicle modifications have been made and to confirm data accuracy.

2.0 Contractor shall measure the volume to the nearest cubic yard of usable space for each debris collection vehicle. The Contractor shall complete the Vehicle Certification Form provided for each vehicle. The original Vehicle Certification Form shall be delivered to the City Project Manager or designee. The City Vehicle Certification Form will have the following information:

A. Vehicle make, model
B. Length
C. Width
D. Height
E. Gross Volume in cubic yards
F. Reduction areas such as wheel wells to reduce volume areas in cubic yards
G. Net volume in cubic yards
H. Tag number of vehicles
I. VIN number of vehicles
J. Vehicle type
K. Driver of vehicle name (printed) and signature
L. Sub-Contractor representative’s name (printed) and signature
M. Certification monitor’s name (printed) and signature certifying vehicle
N. Date
O. Vehicle certification number

3.0 Contractor’s Project Manager or designee shall review all truck certification forms with the debris contractor to assure completeness and accuracy of each form before forwarding to the Debris Monitoring Coordinator or designee.

**TASK 6 – Public Information Assistance**

1.0 Contractor shall provide regular status updates to the Debris Monitoring Coordinator for public information use.

2.0 Contractor shall provide appropriate staff to assist with damage complaints resulting from the debris removal. Complaints shall be tracked and forwarded to the Debris Monitoring Coordinator to be resolved with the debris contractor(s). A weekly log of such complaints and their resolution shall be provided to the Debris Monitoring Coordinator. Property damage complaints must be tracked. A geodatabase shall be provided to the City with weekly updates. Upon request of the City, the Contractor may also be called upon to provide appropriate staffing of a customer call center to assist with public telephone inquiries, concerns and complaints regarding debris removal operations.

3.0 Contractor shall provide the Debris Monitoring Coordinator and the debris contractor(s) with daily Disaster Debris Status Reports. Each report should contain the following:
A. Overview of daily activities including status of damage complaints  
B. Cumulative debris tally by debris site  
C. Cumulative debris tally by day  
D. Summary of monthly debris removal efforts (cumulative and by debris site)  
E. Summary of mulch removal efforts (cumulative and by debris site)  
F. Summary of mixed/construction & demolition removal efforts (cumulative and by debris site)  
G. Stump volume by site  
H. Debris site status  
I. Labor force report  
J. Debris site processing equipment summary  

This reporting is due no later than 12:00 noon the following business day or as requested by the City.

4.0 Contractor should track collection status via GIS. A geodatabase should be provided to the City with weekly updates. The geodatabase should show areas currently being collected, debris pass number, as well as areas to be collected for the upcoming week and the debris contractor who completed the pass. The personal geodatabase is due to the City by noon (12:00 p.m.) every Monday. Maps, if requested, should be provided in various sizes and quantities as determined by the Debris Monitoring Coordinator.

TASK 7 – Database Reporting

1.0 Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating, and organizing debris disposal data, including any scanned paper load ticket images and photos, vehicle certifications, etc., into electronic formats to support federal (FEMA and FHWA), state and local reimbursements, and subsequent audits.

2.0 Contractor shall create a database to include all information on debris removal and disposal including but not limited to:
   A. Complete load ticket information,  
   B. Vehicle certification information,  
   C. Stump removal information,  
   D. Hanger removal data,  
   E. Leaner removal information.

Any electronic reporting from this database must be provided in a format to be specified by the City, based on commonly available software. The database created by the Contractor shall be given to the City with user documentation at the conclusion of the event. The Contractor shall assure the City can navigate, perform searches, and produce reports from the final database.

TASK 8 – Payment Monitoring and Reconciliation Process

1.0 The Contractor shall conduct a meeting at the beginning of the debris management operation to fully explain the process to the City, debris contractor(s) and FEMA representatives.

2.0 Contractor shall review, validate, and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The invoices shall be reviewed by the Contractor to be accepted or rejected in a timely manner. All invoices from the debris contractor(s) shall be directed to the Contractor. The Contractor shall issue, in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are accurate and complete will be forwarded to the Debris Monitoring Coordinator for payment.

TASK 9 – Other Public Assistance Related Services

1.0 Contractor shall assist the City in reviewing and processing requests for payment by the debris removal and disposal contractor(s) as well as in preparing final reports necessary for reimbursement by GEMA, FEMA, FHWA (Federal Highway Administration) and other applicable state and federal agencies by City staff and designated debris removal and disposal Contractor(s).
Contractor shall assist in ensuring that processing of federal and state funding is done as quickly as possible by verifying the following information is accurate and promptly provided:

A. Review of debris contractor invoices
B. Monitoring information
C. Project Status Reports
D. Completed Load tickets
E. Contractor payroll
F. Review of debris contractor equipment hours of operation
G. Vehicle certifications
H. Start and end dates of the first debris removal pass and all subsequent passes

Contractor shall provide professional oversight to monitor compliance with environmental and transportation regulations, FEMA reporting requirements, and any other federal, state, or local regulation that pertains to debris recovery operations. The Contractor shall stay current with FEMA and FHWA policies and procedures and notify the Debris Monitoring Coordinator immediately as changes occur.

Contractor should be capable of providing a 1-800 service number to respond and report on resident inquiries during the performance of debris removal and disposal activities.

DELIVERABLES

1.0 GENERAL

Based on the results of the scope of services required, the following deliverables are required.

Assignment 1 – General Debris Monitoring and Reporting Services
1. Prepare and submit a detailed Debris Monitoring and Reporting Plan as described in the Statement of Work, Task 1.
2. Provide a Project manager as described in the Statement of Work, Task 1.
3. Facilitate daily meetings, prepare and provide a report as described in the Statement of Work, Task 1.
4. Prepare and provide annual training to all pertinent City staff as described in the Statement of Work, Task 1.
5. Prepare and provide all records needed by FEMA for reimbursement to the City. Provide assistance to pertinent City staff with preparation of all FEMA required forms necessary for reimbursement to the City.

Assignment 2 – Collection Monitoring
1. Prepare and provide a Quality Control Program Manual to pertinent City employees as described in the Statement of Work, Task 2.

Assignment 3 – Debris Load Ticket Process
1. Provide all items needed to deliver an electronic debris management system to the City as described in the Statement of Work, Task 3.
2. Provide all multi-copy, paper tickets which will be turned over to the City, along with any and all electronic tickets, at the end of the project as described in Statement of Work, Task 3.

Assignment 5 – Debris Vehicle Certification
1. Prepare and submit an original certification and photograph on each vehicle as described in Statement of Work, Task Switch will be turned over to the City at the end of the project.

Assignment 6 – Public Information Assistance
1. Prepare and provide daily Disaster Debris Status Reports and weekly Geodatabase reports to the City Debris Monitoring Coordinator and debris contractor(s) as described in the Statement of Work, Task 6.

Assignment 7 – Database Reporting
1. Create and provide a reporting database to the City Debris Monitoring Coordinator as described in the Statement of Work, Task 7.

**Assignment 8 – Payment Monitoring and Reconciliation Process**

1. Conduct a meeting with pertinent City staff, debris contractor(s) and FEMA representatives at the onset of the debris monitoring services as described in the Statement of Work, Task 8 and other sections within this RFP.
PART IV- EVALUATION CRITERIA

RFP#:____________________ Title of RFP: ____________________________________________________________

Evaluator:__________________________ Phone #: _________________________

Date:__________________________ Company Name: ___________________________________________________________________

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<tr>
<th></th>
<th>POINT RANGE</th>
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<tr>
<td>1</td>
<td>Equipment</td>
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<tr>
<td>2</td>
<td>Qualifications of project personnel and Offeror’s ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP.</td>
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<tr>
<td>3</td>
<td>Demonstrated understanding of the problems and needs presented by the project.</td>
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<td>4</td>
<td>Experience and capacity of Offeror, including recent and related experience.</td>
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<td>7</td>
<td>Fair Share Certified</td>
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TOTAL POINTS: 100 Points

*The points for cost shall be furnished by the Purchasing Agent, based upon the standard formula as listed below: Fee schedules, including total life cycle costs (when applicable), will be scored by applying the maximum number of points permissible to the responsible firm submitting the lowest responsive fee. All other Offerors are prorated points, by determining the percentage of differential between the low Offeror’s responsive total and cost and each of the other Offerors total cost, and then applying the percentage of differential accordingly.
PROVIDE SUBMISSION REQUIREMENTS IN THE FOLLOWING FORMAT
Proposals submitted in the prescribed format and with properly completed exhibit forms, as provided herein, will be evaluated for contract award.

1.0 SUBMISSION REQUIREMENTS & CHECKLIST

1.1 To achieve a uniform review process and allow for adequate comparability, the proposals must be organized in the manner specified below:

1.1.1 □ A Table of Contents - clearly identify the material, by section and page number.

1.1.2 □ A Letter of Transmittal - limit to four printed pages.

1.1.3 □ Provide number of years in business, office location, email address, and financial stability of company.

1.1.4 □ Briefly state your firm's understanding of the work to be done and make positive commitment to perform the work.

1.1.5 □ Identify your proposals principal strengths and weaknesses.

1.1.6 □ Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.

1.1.7 □ State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.

1.1.8 □ Indicate the number and dates of amendments that you have received. (end of transmittal letter)

1.2 □ Provide narrative on the approach to the scope of work (proposed project plan) using the format of Exhibit A.

1.3 □ Document five of Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of Exhibit B.

1.4 □ Submit qualifications of personnel that will work on this project using the format of Exhibit C.

1.5 □ Provide cost proposal using the format of Exhibit D.

1.6 □ Submit Appendix #2 - FELONY CONVICTION STATEMENT.

1.7 □ Provide completed FAIR SHARE FORMS (Appendix 3) which includes the amount and percentage of commitment.

1.8 □ List any exceptions to this RFP (and/or the City's Standard Agreement).

1.9 □ Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.
NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

Proposals should respond to the Scope of Work point by point by numeric reference.
### OFFERORS EXPERIENCE

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<td>016</td>
<td>Cost of Travel and Lodging (based on Federally approved rates and limitations. See note below)</td>
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<tr>
<td>017</td>
<td>Profit</td>
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<td>018</td>
<td>Subcontracts (including comparable breakdown of costs as indicated above)</td>
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<tr>
<td>019</td>
<td>Miscellaneous and Reimbursable Expenses</td>
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OFFERORS CERTIFICATIONS
Has a federal agency or a federally certified state or local agency performed any review of your accounts or records in connection with any grant or contract within any grant or contract within the past twelve months?

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

1.0 In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees:
1.1 This proposal, as stated, is open for acceptance for a period of 120 calendar days from date of opening; and
1.2 To furnish all services, materials, and equipment necessary and incidental to perform the proposed project.
1.3 That this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal.
1.4 Acting on behalf of the Offeror, this is to attest that the undersigned is a duly authorized representative of the below captioned firm, corporation, or business.
1.5 By signing this document, the Offeror understands and agrees that the identity of any Offeror or the contents of any proposal will not be public information until after the contract award is made.
<table>
<thead>
<tr>
<th>Signature Offerors Representative authorized to enter into contract with the City of Shreveport</th>
<th>Title</th>
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<tr>
<td>Company</td>
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<tr>
<td>Authorized Signature (typed/printed)</td>
<td>State Contractors License Number</td>
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<tr>
<td>Telephone</td>
<td>Fax Number</td>
</tr>
<tr>
<td>Emergency Number(s)</td>
<td>Date</td>
</tr>
<tr>
<td>Email Address</td>
<td>Offerors Federal Employer I.D. Number</td>
</tr>
</tbody>
</table>
FROM: 


*License #
*State Contractor's License Number or Insert EXEMPTION, IF NOT REQUIRED.

PLEASE RUSH TO:

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

SEALED PROPOSAL FOR:

RFP Number: 22-829

Project Name: DEBRIS REMOVAL MONITORING

Opening Date/Time: 

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

EXHIBIT E
APPENDIX 1

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 workday after any of the above statements becomes invalid.

5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY:

Printed Name: ________________________________
Title: ______________________________________

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

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail original affidavit via U.S. mail to: OR Deliver via other carrier or hand-delivery to:
Purchasing Division Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130 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 02-08-2017 **
City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

RFP Number: **22-829**

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

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

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

2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:

   2.1 Theft (R.S. 14:67)  
   2.2 Identity Theft (R.S. 14:67.16)  
   2.3 Theft of a business record (R.S.14:67.20)  
   2.4 False accounting (R.S. 14:70)  
   2.5 Issuing worthless checks (R.S. 14:71)  
   2.6 Bank fraud (R.S. 14:71.1)  
   2.7 Forgery (R.S. 14:72)  
   2.8 Contractors; misapplication of payments (R.S. 14:202)  
   2.9 Malfeasance in office (R.S. 14:134)

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

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

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

And, executes this document as:

Company Name: 
Address: 
Phone Number: ________________ FAX Number: ________________
By: ____________________________  Signature of Authorized Owner or Representative
Title: __________________________ Date: ______________________

Print Name: __________________________ Email Address: __________________________
Fax to: 318-673-5408 OR Email to: angela.monicoll@shreveportla.gov  (10-23-15)

Page 23 of 40
Section 40-Fair Share Requirements (Revised 11-10-2020)
Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

1.0 DEFINITIONS

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

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

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

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

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

1.6 Contact Jeanetta Scott... 318-673-5060
1.6.1 Fair Share Office
1.6.2 505 Travis Street, Suite 260
1.6.3 Shreveport, LA 71101
1.6.4 FSC Application Affidavits maybe downloaded at: http://www.shreveportla.gov/fair_share/FairShareAPP

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: ____________(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 #

<table>
<thead>
<tr>
<th>List all Subcontractors (copy as needed)</th>
<th>Status – Circle all that apply</th>
<th>Type of work to be performed</th>
<th>Subcontracted Amount $ or (--)</th>
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<tr>
<td>Federal I.D. # ________________________</td>
<td>FSC, DBE</td>
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<td>Company________________________________</td>
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<td>State Class/License #</td>
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| Federal I.D. # ________________________ | FSC, DBE                       |                             |                                |
| Company________________________________|                               |                             |                                |
| Name__________________________________|                               |                             |                                |
| Address_______________________________|                               |                             |                                |
| Phone # ______________________________|                               |                             |                                |
| Fax #_________________________          |                               |                             |                                |
| E-Mail______________________________    |                               |                             |                                |
| State Class/License #                 |                               |                             |                                |

| Federal I.D. # ________________________ | FSC, DBE                       |                             |                                |
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| Name__________________________________|                               |                             |                                |
| Address_______________________________|                               |                             |                                |
| Phone # ______________________________|                               |                             |                                |
| Fax #_________________________          |                               |                             |                                |
| E-Mail______________________________    |                               |                             |                                |
| State Class/License #                 |                               |                             |                                |

Prime Contractor’s Signature __________________________ Date: __________ Phone: __________________________

Project Mgr. Signature:________________________ Date: __________ Fair Share Office Approval:____________ Date: ______
Bidders should record their contacts with potential FSC or DBE subcontractors through use of this log. Additional forms may be copied if needed.

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Type of Contact(s)</th>
<th>Date &amp; Time of Contact</th>
<th>Person making/receiving call or other communications</th>
<th>Contact made?</th>
<th>Quote received Amount ($)</th>
<th>Quote accepted Or rejected?</th>
<th>Comments</th>
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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 ____________________________, and that I have personally reviewed the material and 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)

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Class</th>
<th>Work Description</th>
<th>Original Subcontract Amount</th>
<th>Approved Changes</th>
<th>Revised Subcontract Amount (4+5)</th>
<th>Current Period Work Completed (Previous Total to Date+(7))</th>
<th>Total Work Completed to Date (Previous Total to Date+(7))</th>
<th>Remaining Subcontract Amount (8-6)</th>
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This worksheet assumes a 5% retainage.

Changes to Contract: Replacement, substitution, or addition to FSC, S/DBE or DBE firms must be handled in conformance with the contract documents.

IT IS HEREBY CERTIFIED THAT THE ABOVE LISTED FIRMS HAVE BEEN FULLY UTILIZED BY OUR COMPANY IN THE AMOUNTS REPRESENTED ABOVE AND THAT THE INFORMATION CONTAINED HEREIN IS COMPLETE AND ACCURATE.

Printed Name of Authorized Contractor Representative:

Authorized Signature of Contractor Representative: Date:

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.

Notary Public Use Only:

State of ______________________________________________________
Parish / County of ____________________________________________

Subscribed and sworn to (or affirmed) before me this ______ day of ______, ______, in the year of ______.

Authorized Signature of Notary Public:

Signature of Notary Public:

Page 32 of 40
INSTRUCTIONS FOR COMPLETING FSC FORM 5
SUBCONTRACTOR PAYMENT AND UTILIZATION
(Revised 6/20/2020)

1.0 FORM 5 GENERAL INSTRUCTIONS
1.1 All form 5 reports must be notarized before submittal. Notarization section is found in lower right corner of form.
1.2 All form 5 reports should be electronically. Only the Signature Block and Notary Block require handwritten input.
1.3 If the Form 5 Report is handwritten, it must be legibly printed. Any forms with illegible handwriting will be rejected and require resubmittal in acceptable print and could result in delays in processing applications for payment.
1.4 When entering current period and cumulative paid amounts into Form 5, enter the amount paid less retainage. It is assumed that 5% retainage has been held out of the payment. Including the retainage amount will result in an overstatement in payments and require all Payment Application Form 5’s to be corrected and to be resubmitted. This will hold any current Payment Applications from being processed until satisfactory resolution.

2.0 FORM 5 SPECIFIC INSTRUCTIONS
2.1 CONTRACT NUMBER: Enter the contract number for this project as assigned by the City Purchasing Division.
2.2 PROGRESS REPORT NO: Enter Report number 1 for the first report submitted and subsequent numbers for reports submitted thereafter. Note, this should be the same as the invoice or payment application number.
2.3 PRIME CONTRACTOR: Enter Full Company Name as stated on contract with City of Shreveport.
2.4 PRIME CONTRACT AMOUNT: Enter the current Prime Contract Amount including any Approved Change orders.
2.5 REPORT PERIOD DATES: Enter the beginning and ending dates corresponding to the progress payment period. Example: 6/1/2020 thru 6/30/2020. Report periods should be sequential and not overlap.
2.6 PROJECT NAME: Enter the full project name as indicated on the contract documents.
2.7 SUBCONTRACTOR NAME: Enter the names of all subcontractors having performed work or paid on this project during the reporting period.
2.8 CLASSIFICATION: Select the appropriate FSC, S/DBE, or DBE status of each contractor listed in item 2.7. Note: Designations should be consistent with how firms were certified by LAUCP or the City of Shreveport at the time of contract award. Only one designation may be used for credit and will be applied accordingly. Non-certified firms should not have a designation selected.
2.9 LIST SECOND TIER SUBCONTRACTORS.
2.10 WORK DESCRIPTION: Enter a brief description of the work subcontractors are performing. Example: Landscaping, electrical supplier, electrical contractor, remove and replace inlets, furnish, and install catch basins, etc.
2.11 ORIGINAL CONTRACT AMOUNT: Enter the original contract dollar amount for each subcontract at time of award.
2.12 APPROVED CHANGES: Enter the cumulative dollar value of any changes for each subcontract. If no changes then enter “0”. Note: reductions in subcontractor amounts should be shown as negative with parentheses. Example negative amount ($3,133.85). Additionally, please provide an explanation of any changes.
2.13 CURRENT APPROVED SUBCONTRACT AMOUNT: This amount should be the total dollar value current contract amount (Column 4) plus or minus approved changes (column 5).
2.14 CURRENT PERIOD CONTRACTOR WORK COMPLETED: Enter the amount paid to the subcontractor during the current reporting period. If the reporting period is June 1, 2020, thru June 30, 2020, and you paid your subcontractor during that period, that is the amount you enter in this section. ONLY the current period amount paid to the subcontractor. Note: If you do not have any payments made to the subcontractor in the current period, you must enter "0".

2.15 CUMULATIVE ACTUAL SUBCONTRACTOR WORK COMPLETED TO DATE: Add the Cumulative amount paid to the subcontractor from the previous reporting period form 5 (Previous month Payment Application) to the current period amount paid to the subcontractor from the current form 5 (Current Payment Application). The total of the two is entered here. This should be the total amount paid to subcontractor including the current period.

2.16 REMAINING SUBCONTRACTOR AMOUNT: This is a calculated field in form 5. This calculation is the sum of the revised contract amount (Column 6) minus total work completed (Column 8). If filling form 5 out manually, please fill in based on the calculation listed above.

2.17 PRINTED NAME OF AUTHORIZED CONTRACTOR REPRESENTATIVE: Enter the printed name of responsible party having signature authority and acting as contractor representative on behalf of the contractor. Note: This can be entered electronically.

2.18 AUTHORIZED SIGNATURE OF CONTRACTOR REPRESENTATIVE: This signature line must be physically signed by the person having signature authority and acting representative on behalf of the Contractor. Note: This signature must match the printed name.

2.19 DATE: Enter the date in which form 5 was signed by the contractor authorized representative.

2.20 NOTARY PUBLIC: Contract must have this section completed by a licensed Notary Public before submittal.

2.21 RETENTION: Form 5 assumes 5% retention has been withheld from subcontractor payments.

END
**City of Shreveport**

**IFB/RFQ/RFP/RFS # PROJECT**

**CONTRACT VERIFICATION-DBE/FSC FORM 6**

To be used for Architecture/Engineering, Construction & Service Contracts. This document must be furnished within five (5) working days after the City executed contract is picked up by the prime contractor. The Notice to Proceed will not be issued until this form is received by the Project Manager for the City. Project Manager sends copy to the Fair Share Office and Purchasing Division.

Is there a possibility other subs will be reported at a later date? Yes/No (circle one). Revised 6-2-10.

By signing this document, the contractor hereby certifies, understands, and affirms that he/she has signed a contract (includes signed proposal, signed purchase order, or written contract) with the following subcontractors:

<table>
<thead>
<tr>
<th>LIST ALL SUBCONTRACTORS WITH SIGNED CONTRACTS</th>
<th>*ALREADY LISTED ON FORM 2 (YES OR NO)</th>
<th>REPLACES THIS SUB THAT WAS LISTED ON FORM 2</th>
<th>SIGNED CONTRACT AMOUNT $</th>
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</table>

*If answer is “no” list sub they replaced in the next column and attached a revised Form 2.

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

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

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

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

(Signature of Owner or Authorized Agent) (Signature)

(Physical Address) (Physical Address)

(Phone Number) (Date)

(E-Mail Address) (Fax Number)
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 cashier’s 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 company's 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 attorney’s 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 and proof provided via a DEC and/or endorsement. 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 and proof provided via a DEC and/or endorsement.**

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 and proof provided via a DEC page and/or by endorsement.**

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 DEC page and/or endorsement form before any part of the service specified by this Agreement are commenced. A provision should be included 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 DEC page and/or endorsement.

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 -Contractor’s requirements
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

Company Name:______________________________ Attest: ______________________

Authorized Signature:________________________ Attest: ______________________

Signature (typed/printed):____________________ Title: ______________________

Date: ______________________