

**STANDARD SOLICITATION INSTRUCTIONS/PROVISIONS AND GENERAL CONTRACT CLAUSES FOR THE CITY OF SHREVEPORT LOUISIANA**

**CITY OF SHREVEPORT STANDARD CLAUSES BY REFERENCE**

THE FOLLOWING CITY OF SHREVEPORT (HEREINAFTER "THE CITY") STANDARD SOLICITATION INSTRUCTIONS/PROVISIONS, GENERAL CONTRACT CLAUSES AND THE STANDARD CONDITIONS FOR REQUEST FOR PROPOSALS, THE FULL TEXT OF WHICH IS POSTED IN THE PURCHASING OFFICE OR AVAILABLE UPON REQUEST OR IS AVAILABLE ON OUR WEB SITE AT [HTTP://WWW.SHREVEPORTLA.GOV](http://www.shreveportla.gov) ARE INCORPORATED BY REFERENCE IN ALL APPLICABLE SOLICITATION DOCUMENTS WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. **ANY DEVIATIONS FROM THE STANDARD CLAUSES LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.**

**PLEASE RETAIN THIS COPY FOR FUTURE BIDDING/PROPOSAL SUBMISSION**

**Section 10-STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS** (Revised 1-15-09 changed #19)

**Section 10-STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS** (Revised 7-17-09 changed LUMP SUM #19)

**Section 10-STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS** (Revised 7-24-09 changed margins)

(APPLIES TO ALL INVITATION FOR BIDS {IFB} & REQUEST FOR QUOTES {RFQ})

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**CITY OF SHREVEPORT STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS**  
(APPLIES TO ALL INVITATION FOR BIDS {IFB} & REQUEST FOR QUOTES {RFQ})

1.0 PERMITS, TAXES AND FEES

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

1.2 On any public works bid submitted in the amount of \$50,000 or more, the Contractor shall certify that he is licensed under Louisiana Revised Statute 37:2150, et seq. and show his license number on the bid schedule and on the bid envelope. In the case of an electronic bid, a contractor must submit an authentic digital signature on the electronic bid accompanied by the contractor's license number, when required.

1.3 The licensee shall not be permitted to bid or perform any type or types of work not included in the classification under which his license was issued.

1.4 WHEN BIDDING ON ASBESTOS REMOVAL/ABATEMENT, STATE LICENSE, AND DEQ CERTIFICATION IS REQUIRED REGARDLESS OF CONTRACT AMOUNT.

2.0 INSPECTIONS OF BIDS

2.1 Under the provisions of Louisiana R.S. 44:1 et seq., bids (excluding proprietary information) may be available for inspection at 2:00 p.m. on the third day after the bid opening, exclusive of Saturdays, Sundays and legal public holidays.

3.0 BID FORMAT

3.1 All bids must be submitted using the format as provided in the solicitation document and must be signed by an official of the bidding firm who has specific and legal authorization to obligate the bidder to the terms of said specification.

3.2 Number of each addendum received, if any, must be shown on the signature page of your bid document.

3.3 Altered or incomplete Bid Invitations or use of substitute formats may render the bid non-responsive. No marginal notes of any description on the bidding blanks will be allowed.

3.4 All prices and notations should be printed in ink or typewritten.

3.5 Errors should be crossed out, corrections entered and initialed by the person signing the bid.

3.6 Erasures or use of typewriter correction fluid may be cause for declaring the bid non-responsive.

3.7 No bid shall be altered or amended after the time specified for opening.

4.0 MISTAKES AFTER BID OPENING

4.1 Ambiguous bids which are uncertain as to terms, delivery, quantity, or compliance with specifications may be declared as non-responsive or otherwise discarded.

4.2 Bids containing patently obvious mechanical, clerical, or mathematical errors may be withdrawn by the bidder if clear and convincingly sworn, written evidence is furnished to the City within 48 hours of the bid opening excluding Saturdays, Sundays and Legal Holidays.

4.3 Under no circumstances can a bidder be allowed to raise their unit price(s) as contained in the initial bid.

4.4 A bidder who attempts to withdraw a bid under provisions of this section shall not be allowed to resubmit a bid on the same contract if it is re-advertised (R.S. 38-2214 C).

5.0 WITHDRAWAL OF BIDS BEFORE OPENING

5.1 Any bidder may withdraw his/her bid prior to bid opening deadline. Bids or withdrawal requests received after the time advertised for bid opening will be void, regardless of when they were mailed.

6.0 HOLDING OF BIDS

6.1 Bids may be held by the City of Shreveport for a period not to exceed forty-five (45) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of the bidder prior to awarding of the contract.

6.2 However, the City and the lowest responsible bidder, by mutual written consent, may agree to extend the deadline for award by one or more extensions of thirty calendar days (R. S. 38:2215 A, Act 1031 of 1997).

7.0 INDEMNIFICATION

## **CITY OF SHREVEPORT STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS CONTINUED**

- 7.1 The successful bidder shall indemnify and save harmless City of Shreveport and all City Officers, agents, and employees from all suits or claims of any character brought by reason of infringing on any patent trademark or copyright.
- 8.0 PREFERENCE TO BIDDERS
- 8.1 State law requires that the City of Shreveport, in purchasing foodstuffs and paper, give a preference of 10% to the purchase of foodstuffs and paper manufactured, processed, produced, assembled, or grown in the State of Louisiana.
- 8.2 With regard to all products other than foodstuffs and paper, the City of Shreveport may choose to allow a bidder offering a product manufactured, processed, produced or assembled within Louisiana, whose price is within 10% of the low bid price, to receive the award if the vendor of the Louisiana product is willing to provide it at the low bid price.
- 8.3 As to firms doing business in the State of Louisiana, there is also a preference, but this preference is limited to instances where the bid by the Louisiana firm is equal to that of foreign firms (Louisiana R.S. 38:2251, et seq.).
- 9.0 BIDDERS RESPONSIBILITY
- 9.1 Each bidder shall fully acquaint themselves with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this bid.
- 9.2 It is expected that this will sometimes require on-site observation.
- 9.3 The failure or omission of a bidder to acquaint himself/herself with existing conditions shall in no way relieve him/her of any obligation with respect to this bid or to the contract.
- 10.0 LOWER PRICES
- 10.1 There are no Federal or State laws that prohibit bidders from submitting a bid lower than a price or bid given to the U.S. Government. Bidders may bid lower than U.S. Government Contract price without any liability, because the City is exempt from the provisions of the Robinson-Patman Act and other related laws.
- 11.0 RIGHT TO PROTEST
- 11.1 Any actual or prospective bidder, or contractor who is aggrieved, in solicitation or award of a contract, may protest to the Purchasing Agent.
- 11.2 The protest shall be submitted in writing within seven (7) days after such aggrieved people knows or should have known of the facts giving rise thereto.
- 11.3 The protest must be accompanied by a detailed statement, indicating the reasons for such protest.
- 11.4 The Purchasing Agent shall have authority, prior to the commencement of an action in court concerning the controversy, to settle and resolve a protest of an aggrieved bidder, or contractor, actual or prospective, concerning the solicitation or award of a contract.
- 11.5 If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision, in writing within ten (10) days.
- 11.6 The decision shall state the reason for the action taken.
- 11.7 Any protest taken to court shall be subject to the Protestor paying all administrative costs, attorney fees, and court costs when it is determined that the protest is without standing.
- 11.8 The right of protest does not prevent the City from proceeding with the award of the contract at any time.
- 12.0 LATE BIDS
- 12.1 It shall be the sole responsibility of the bidder to pay for any type of delivery service charge, and to see that his/her bid is received by the Office of the Purchasing Agent on time.
- 12.2 The clock used shall be the Purchasing Agent's official date/time stamp clock for paper bids and the web based electronic bid company's clock for e-bids.

## **CITY OF SHREVEPORT STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS CONTINUED**

- 12.3 The City does not assume any financial responsibility for late deliveries by the U.S. Postal System or any other delivery service.
- 12.4 Late bids will not be accepted and once documented, will be returned to the Bidder unopened.
- 13.0 ONE ENVELOPE PER IFB NUMBER
- 13.1 Bids with different IFB numbers are not to be combined on the same form or placed in the same envelope.
- 13.2 Bids submitted in violation of this provision may be determined non-responsive.
- 14.0 SUBMISSION REQUIREMENTS
- 14.1 Submit one clearly identified original using the format required as listed in the "Index of Bid Forms" and on the "Other Documents Required" page with your bid.
- 14.2 All other pages shall remain part of the bid by reference only.
- 14.3 Altered or incomplete Bid Forms or use of substitute formats may render the bid non-responsive.
- 14.4 Failure to submit at least a "No Bid" on three (3) occasions during any calendar year will result in your firm being removed from our Mailing List.
- 14.5 Bids should be submitted in the sealed envelope as furnished by the City or by using the envelope format on your envelope showing the bid number, opening date, time, title and appropriate license number(s) on the outside of the envelope.
- 14.6 If a sealed container is used, then the envelope/format furnished shall be taped to the top of the container.
- 14.7 THE CITY ASSUMES NO RESPONSIBILITY FOR UNMARKED ENVELOPES BEING CONSIDERED FOR AWARD.
- 14.8 The City does not accept fax bid responses for formal solicitations!
- 14.9 Vendors/Contractors now have the option to submit their bids, electronically or by paper copy. For e-bid instructions go to the City's web site: <http://www.shreveportla.gov/bid/bids.asp>
- 15.0 BID TABULATION REQUEST
- 15.1 If a summary of bids is desired, enclose a self-addressed stamped envelope. Bid tabulations shall be made available three working days after the bid opening.
- 16.0 DISCOUNTED PAYMENTS
- 16.1 Payment in connection with a discount offered will be computed from the time of inspection or acceptance.
- 17.0 TAXES
- 17.1 The City does not pay State and Local sales tax or Federal Excise Tax.
- 17.2 Our registration number for tax-free Transactions under Chapter 32 of the Internal Revenue Code is 72-790477-K. Our Federal I.D. number is 72-6001326.
- 18.0 PUBLIC LIABILITY PROVISIONS
- 18.1 Successful bidder shall be in compliance with the following Public Liability Provisions:
- 18.2 The Contractor shall indemnify, defend, and hold harmless the City against any and all claims, demands, damages and expenses (including reasonable attorneys' fees for the defense thereof) for loss of life or injury or damage to person(s) or property arising from a negligent act or omission, operation or work of the Contractor, their agents, or employees while engaged upon or in connection with the services performed by Contractor hereunder.
- 19.0 GOVERNING PRICES
- 19.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 19.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

## **CITY OF SHREVEPORT STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS CONTINUED**

### **20.0 OPERATIONAL REQUIREMENTS**

20.1 All materials and products offered must be guaranteed to meet the requirements of the specifications indicated and operate satisfactorily on the City's existing equipment (as applicable).

### **21.0 PURCHASES FROM OTHER SOURCES**

22.0 The Purchasing Division reserves the right to bid separately any unusual requirements or large quantities of the items specified in this proposed contract.

### **23.0 AFFIRMATIVE ACTION**

23.1 The successful bidder will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard or discrimination by reason of race, religion, sex, age, national origin, or physical disability.

### **24.0 CLARIFICATION OF BID DOCUMENTS**

24.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.

24.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

24.3 Any inquiry received at least five (5) or more working days prior to the date fixed for the opening of bids will be given consideration.

24.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agent's office, at least five (5) days before bids are opened.

24.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

24.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.

24.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (excluding Saturdays, Sundays and any other legal holidays) before the scheduled bid opening, then the opening of bids shall be extended for at least seven days, but not more than twenty-one days (Louisiana R.S. 38:2212-C-2).

24.8 It shall be the Bidder's responsibility to make inquiry as to the Addenda issued.

### **25.0 ITEM SUBSTITUTIONS**

25.1 Requests for approval of substitutes must be submitted to the Purchasing Division at least seven working days prior to bid opening.

25.2 No substitutes will be allowed on purchase orders received from agencies, without permission from the Purchasing Division.

### **26.0 COMPLIANCE WITH LAWS**

26.1 By submission of a bid, all vendors agree that they are in compliance with all Federal, State and local laws pertaining to this bid, including but not limited to, Louisiana Revised Statutes 14:133, which states that, "Whoever commits the crime of filing false public records shall be imprisoned for not more than five years...or shall be fined not more than five thousand dollars, or both."

26.2 During the period following issuance of a bid and prior to final award of a contract, the vendor shall not discuss this procurement with any party, except members of the Purchasing Division or other parties designated in this solicitation.

26.3 Vendors shall not attempt to discuss with or attempt to negotiate with the using Department any aspects of the procurement, without prior approval of the Buyer responsible for the procurement.

### **27.0 PURCHASE ORDER REQUIREMENT**

27.1 The City of Shreveport shall not be responsible for invoices exceeding \$500 that do not have a written purchase order covering them.

## CITY OF SHREVEPORT STANDARD IFB/RFQ INSTRUCTIONS/PROVISIONS CONTINUED

### 28.0 PROPRIETARY INFORMATION

28.1 Bidders are to visibly mark as "Confidential" each part of their bid which they consider to be proprietary information.

### 29.0 QUALITY OF PRODUCTS

29.1 Unless otherwise indicated in this bid, it is understood and agreed that any item offered or shipped on this bid shall be new, the latest model, and in first class condition, and when applicable all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

### 30.0 COMPETITION INTENDED

30.1 A bidder who discovers a discrepancy or omission in the specification, or is in doubt of the interpretation of any part of the Invitation for Bid or considers that the Specification or Invitation for Bid is restrictive or discriminatory shall notify the Purchasing Agent, in writing no later than five (5) working days prior to the scheduled bid opening, or at a pre-bid conference should one be scheduled.

30.2 Exceptions taken do not obligate the City to change or alter specifications.

30.3 Nothing will change the Invitation for Bid, unless written addendum is provided by the Purchasing Agent.

### 31.0 BID GUARANTY AND BOND

31.1 Bidder agrees to forfeit Bidder's Bond, when required on the Bid Schedule, in the event of failure to contract with the city within ten (10) days after the award of bid.

31.2 Checks or Negotiable Bid Bonds of the unsuccessful bidders will be returned once bid is awarded.

31.3 Checks or Negotiable Bid Bonds of the successful bidder will be returned after delivery and acceptance of an item.

### 32.0 BRAND NAMES

32.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.

32.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

### 33.0 QUANTITIES

33.1 Whenever quantities or usages are provided by the City, these are estimates only.

33.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.

33.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

### 34.0 CAPTIONS

34.1 The headings used herein are for convenience and may not reference the complete contents of the clause.

34.2 The Vendor/Contractor understands and agrees that it is their responsibility to adhere to all the requirements listed in every clause herein or provide specific exceptions on a deviation page with the required submittal forms.

### 35.0 TIE BIDS

35.1 All tie bids/quotes will be awarded by the Purchasing Agent in accordance with paragraph 5-3, TIE BIDS, of the City of Shreveport's Purchasing Manual. -----**END OF SECTION 10**