

CITY OF SHREVEPORT LOUISIANA

Section 30-STANDARD CONDITIONS FOR REQUEST FOR PROPOSALS (Revised 6-8-06)

(APPLIES TO ALL REQUEST FOR PROPOSALS {RFP})

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CITY OF SHREVEPORT STANDARD CONDITIONS FOR REQUEST FOR PROPOSALS (Revised 6-8-06)

(APPLIES TO ALL REQUEST FOR PROPOSALS {RFP})

1.0 COMPETITION INTENDED

- 1.1 It is the intent and purpose of the City that this request permits competition.
- 1.2 It shall be the Offeror's responsibility to advise the Purchasing Division of any language, requirements, etc., or any combinations thereof that inadvertently restricts or limits the requirements stated in this RFP to a single source.
- 1.3 Such notification must be submitted in writing and must be received by the Purchasing Division not later than five (5) working days prior to the proposal opening date.
- 1.4 A review of such notifications will be made.

2.0 BRAND NAMES

- 2.1 Wherever in specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, the specifications shall state clearly that they are used only to denote the quality standard of the product desired and that they do not restrict Offerors to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective Offerors the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.
- 2.2 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 he has been legally employed to perform his professional services.

3.0 RECEIPT OF PROPOSAL

- 3.1 Proposals, amendments thereto, or withdrawal requests received after the time advertised for proposal opening will be void, regardless of when they were mailed.

4.0 PREPARATION OF PROPOSAL

- 4.1 All proposals should be complete and carefully worded and must convey all of the information requested by the City. If significant errors are found in the Offeror's proposal, or if the proposal fails to conform to the essential requirements of the RFP, the City and the City alone will be the judge as to whether that variance is significant enough to reject the proposal.
- 4.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of Offeror's capabilities to satisfy the requirements of the RFP.
- 4.3 Emphasis should be on completeness and clarity of content.
- 4.4 Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.
- 4.5 If your proposal includes any comment over and above the specific information requested in our Request for Proposal (RFP), you are to include this information as a separate appendix to your proposal.

5.0 AMENDMENTS

- 5.1 If it becomes necessary to revise any part of the RFP, an amendment will be provided to all Offerors who received the original Request for Proposal.
- 5.2 The City shall not be legally bound by an amendment or interpretation that is not in writing.
- 5.3 It shall be the Offeror's responsibility to make inquiry as to the amendments issued.

6.0 ORAL PRESENTATION/DISCUSSIONS

- 6.1 Any Offeror or all Offerors may be requested to make an oral presentation of their proposal to the City, after the proposal opening.

CITY OF SHREVEPORT STANDARD CONDITIONS FOR REQUEST FOR PROPOSALS CONTINUED

- 6.2 Discussions may be conducted with responsible Offerors, who submit proposals determined to be reasonably susceptible of being selected for an award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirement.
- 6.3 Offeror shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals, and such revisions may be permitted after submissions and prior to award, for the purpose of obtaining best and final offers. The purpose of these presentations/discussions will be to:
 - 6.3.1 Determine in greater detail such Offeror's qualifications.
 - 6.3.2 Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternative methods of approach.
 - 6.3.3 Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time.
 - 6.3.4 Agree upon fair and reasonable compensation, taking into account the estimated value of the required services/equipment, the scope and complexity of proposed project, and nature of such services/equipment.
- 7.0 AWARDS
 - 7.1 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's 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.
- 8.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION
 - 8.1 No such documents or other documents relating to this procurement will be presented or made otherwise available to any other person, agency, or organization until the City Attorney's Office has approved their release. Commercial or financial information obtained in response to this RFP which is privileged and confidential will not be disclosed.
 - 8.2 Such privileged and confidential information includes information which, if disclosed, might cause harm to the competitive position of the Offeror supplying the information.
 - 8.3 All Offerors, therefore, must visibly mark as "Confidential" each part of their proposal which they consider to contain proprietary information.
- 9.0 DEVIATIONS
 - 9.1 Any deviations from the requirements of this RFP must be listed separately and identified as such in the table of contents.
- 10.0 ALTERNATES
 - 10.1 Innovative alternative proposals are encouraged, provided however, that they are clearly identified as such and all deviations from the primary proposal are listed.
 - 10.2 Value engineering alternatives are also encouraged and, if submitted, must contain a detailed listing of all changes recommended.
 - 10.3 A separate cost page (s) must be submitted with these, clearly identifying the proposal as a value engineering alternative.
- 11.0 PROTEST PROCEDURES
 - 11.1 Any actual or prospective Offeror, or contractor who is aggrieved, in connection with the solicitation or award of a contract, may protest to the Purchasing Director.
 - 11.2 The protest shall be submitted in writing seven (7) days after such aggrieved person 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.

CITY OF SHREVEPORT STANDARD CONDITIONS FOR REQUEST FOR PROPOSALS CONTINUED

- 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 Offeror, 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 reasons 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 QUANTITIES
- 12.1 Whenever quantities or usages are provided by the City, these are estimates only.
- 12.2 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.
- 12.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.
- 13.0 CAPTIONS
- 13.1 The headings used herein are for convenience and may not reference the complete contents of the clause. 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.
- 14.0 PURCHASE ORDER REQUIREMENT
- 14.1 The City of Shreveport shall not be responsible for invoices exceeding \$500 that do not have a written purchase order covering them.

END OF SECTION 30