City of Shreveport

REQUEST FOR PROPOSALS **RFP 26-823**

PROFESSIONAL SERVICES FOR ENVIRONMENTAL ASSESSMENT, CLEANUP, AND RELATED SERVICES

THE FOLLOWING FORMS MUST BE SUBMITTED WITH YOUR PROPOSAL

RESUMES OF PRIMARY PERSONNEL	A-15
APPROACH TO SCOPE OF WORK	B-16
HISTORY, EXPERIENCE, AND QUALIFICATIONS OF THE RESPONDENT	C-17
COST PROPOSAL	D-18-19
FAIR SHARE FORMS 1-4	E-20-31
FELONY CONVICTION / E-VERIFY AFFIDAVIT	F-32
CERTIFICATIONS	G-35-38

INDEX

	Page Numbers
Proposal Invitation	2
General Information - Part I	3-4
Introduction - Part II	5-7
Scope of Work - Part III	8-12
Evaluation Criteria - Part IV	13
Submission Requirements - Part V	14
EXHIBIT A: Resumes of Primary Personnel	15
EXHIBIT B: Approach to Scope of Work	16
EXHIBIT C: History, Experience and Qualifications of the Respondent	17
EXHIBIT D: Cost Proposal	18
EXHIBIT E: Fair Share Forms 1-4	19-30
EXHIBIT F: Felony Conviction / E-Verify Affidavit	31
EXHIBIT G: FEDERAL & EPA BROWNFIELDS GRANT CONTRACT PROVISIONS	32-38
APPENDIX 1: Format for the Return Envelope	39
APPENDIX 2: Adjudicated or Lien Property Affidavit	40
APPENDIX 3: Insurance	41-45
ATTACHMENT: OMB Form 03F13601-0	38 Pages

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

CITY OF SHREVEPORT-PURCHASING DIVISION

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

November 23, 2026

RFP 26-823

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: December 29, 2026

PROPOSAL TITLE: PROFESSIONAL SERVICES FOR ENVIRONMENTAL ASSESSMENT, CLEANUP, AND RELATED SERVICES.

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 BidNetDirect. To view the general RFP information and receive notices by email, register with BidNetDirect. Registration is free. Solicitation documents are also available at www.shreveportla.gov/Solicitations. BidNetDirect 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, CPPO, CPPB, NIGP-CPP
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 and a searchable electronic copy on one (1) separate USB flash drive.***

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

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 **EXPENDITURE**

7.1 Estimated Expenditure: $933,750.

8.0 **CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION**

8.1 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.

8.2 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.

8.3 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:

8.4 “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.”

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

8.6 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.

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

8.8 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.

8.9 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.

9.0 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 **PROJECT BACKGROUND**

1.1 In 2026, the City of Shreveport was awarded a Brownfields Multipurpose grant from the U.S. Environmental Protection Agency.

1.2 The objective of this project is to assess and remediate contaminated properties located primarily n the Cross Bayou/Ledbetter Heights corridor of the City and to develop reuse/redevelopment plans for the area.

1.2.1 Funds will be used to conduct environmental assessments, cleanup, and programmatic support of the project, will also be used to conduct community outreach, Brownfields inventory and prioritization and remediation/reuse planning.

1.3 Grant activities are expected to begin by January 2027 and be completed in the summer of 2031 to enable timely submission of final reports/documentation.

1.3.1 Costs will need to be allocated among the various tasks, as appropriate, and all assessment, cleanup, and planning activities must meet federal and state requirements.

1.4 **COS Multipurpose Grant:** $1,000,000.00

1.4.1 Expires September 30, 2031.

1.4.2 $55,800 – Cooperative Agreement Oversight and Procurement

1.4.3 $19,790 – Community Involvement

1.4.4 $175,690 – Planning

1.4.5 $748,720 – Site Specific Activities (assessment and cleanup)

1.5 The COS anticipates the selected respondent will achieve the following goals outlined within the Brownfields Multipurpose Program:

1.5.1 Work with the COS, community stakeholders, and the EPA to finalize the list of sites to be assessed based on need and financial availability/grant capacity.

1.5.2 Complete thorough Phase I and Phase II assessments on the selected parcels to determine the scope and extent of contamination of each site.

1.5.3 Develop cost-effective and efficient scenarios for cleanup and remediation, as necessary, for the sites.

1.5.4 Perform area wide planning activities including educational site visits, public meetings, and summary of site redevelopment profiles.

1.5.5 Oversee and manage the cleanup of at least one site.

2.0 **INTENT**

2.1 The City of Shreveport (COS) is soliciting qualifications and proposals for professional environmental services from qualified vendors (Respondents) to provide environmental assessment and cleanup services to the City of Shreveport with the needs outlined in the RFP.

2.2 The COS plans to select a single Respondent that meets the threshold and selection criteria outlined in this RFP.

3.0 **PROJECT SUMMARY**

3.1 The RFP is open to all qualified environmental professionals (QEPs) capable and qualified to meet the objectives and requirements described in this document.

3.1.1 Qualified woman-owned businesses (WBE), minority-owned businesses (MBE), and/or Veteran/owned businesses (VBE) organizations are encouraged to respond.

3.2 Only proposals received by the due date, will be considered.

3.2.1 Upon receipt, all RFP submissions will be reviewed for completeness in accordance with the threshold and selection criteria contained herein.

3.2.2 If threshold criteria are satisfied, the City of Shreveport will assess each respondent's qualifications based upon the selection criteria.

3.3 Once the selection committee has reviewed and ranked all respondent proposals, if determined necessary, the top 3 scoring respondents will be selected for an interview with the selection committee.

3.4 Questions must be submitted via email to the Purchasing Office by the specified date.

3.4.1 Questions and written responses will be provided to all interested respondents, via email.

3.4.2 It is the respondent's responsibility to provide a current email address.

4.0 **TERM OF CONTRACT**

4.1 The term of any contract resulting from this solicitation shall be for five years from the date of award, unless terminated or extended in accordance with the provisions listed herein. The City of Shreveport may amend or extend this contract beyond the initial five (5) years to accommodate the terms and conditions of future EPA grants awarded to the City of Shreveport within this 5-year project period provided a market survey conducted by the City of Shreveport indicates that the prices the contractor proposes are reasonable.

5.0 **PRICE CHANGES**

5.1 Prices will be firm for the contract term as specified in paragraph 2 above. After the term of the contract, the Consultant may request price increases that are limited to the increase in the Consultants actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower. Written requests for price increases must be sent by Certified Mail-Return Receipt Requested. 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. No increase will be effective until approved in writing by the Purchasing Agent. 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.

6.0 AWARDS

6.1 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 Offerors proposal has or has not satisfactorily met the requirements of this RFP.

7.0 EVALUATION OF PROPOSALS FOR MULTIPLE AWARDS

7.1 In addition to other factors, proposals will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards). For the purpose of making this evaluation, administrative costs to the City for issuing and administering each contract awarded under this invitation will be considered, and individual awards will be for the items and combinations of items which result in the lowest aggregate price to the City, including such administrative costs.

8.0 INSURANCE REQUIREMENTS

8.1 The Contractor shall provide evidence of adequate liability, Automobile and Worker's Compensation coverage to protect himself and the City of Shreveport.

9.0 PURCHASE ORDER REQUIREMENT

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

10.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

10.1 Proposals will be available for public inspection at the time and date approved by the Purchasing Agent.

11.0 PAYMENTS DUE THE CITY

11.1 Section 26-211 of the City's Code of Ordinances requires the following:

11.1.1 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.

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

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

11.1.4 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.

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

12.0 ASSIGNMENT

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

13.0 UNSATISFACTORY WORK

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

14.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

15.0 JOINT VENTURE

15.1 If the Proposer is a joint venture, provide the following information:
15.1.1 Date of formation
15.1.2 Name and address of each venture partner
15.1.3 Principals of each venture partner
15.1.4 Venture partner holding the majority interest in the venture and its percentage of interest
15.1.5 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

SCOPE OF WORK

The proposed scope of work under this RFP consists of assisting the COS Project Manager with the following:

1.0 **Program Development and Outreach:**

1.1 Coordination at least (one) 1 public meeting and one (1) stakeholder meeting per year;

1.2 draft media releases;

1.3 develop FAQ sheets; and

1.4 prepare presentations for outreach;

1.5 Preparing quarterly and annual reports,

1.6 updating the ACRES database, and

1.7 other programmatic and planning activities in support of inventory, assessment, cleanup and outreach activities.

2.0 **Brownfields Inventory and Prioritization:**

2.1 Tour community,

2.2 inspect sites,

2.3 meet with stakeholders,

2.4 collect eligibility data for sites, and

2.5 secure site access,

2.6 establish and maintain a database for site inventory,

2.7 tracking, and

2.8 management meet with the COS to prioritize sites and document the site selection process.

3.0 **Quality Assurance Project Plan (QAPP), Phase I and Phase II Environmental Site Assessments (ESAs):**

3.1 Draft a QAPP;

3.2 conduct up to an estimated 9 Phase I ESAs and 6 Phase II ESAs;

3.3 develop site-specific sampling and analysis plans and health and safety plans for each site where a Phase II ESA is conducted; and

3.4 conduct requested building assessments.

3.5 All Phase I assessments must meet the federal all appropriate inquiries (AAI) requirements (e.g., ASTM 1527-21).

4.0 **Conduct Cleanup Planning Activities:**

4.1 As deemed applicable by the COS, respondent will prepare a minimum of one (1) remedial action plans (RAPs) in accordance with Louisiana Voluntary Remediation Program and/or Louisiana Department of Environmental Quality RECAP standards.

4.2 Prepare and finalize the Analysis of Brownfield Cleanup Alternatives (ABCA).

PART III (cont'd)

5.0 **Conduct Subcontractor Bidding:**

5.1 Manage and oversee any necessary contractors for assessment and/or cleanup.

6.0 **Site Cleanup:**

6.1 Perform necessary cleanup activities including overseeing cleanup contractors,

6.2 ensuring all state and federal regulations are followed including Davis-Bacon,

6.3 prepare/post Administrative Record, and

6.4 perform/oversee cleanup confirmation sampling.

7.0 **Coordinate with State, Tribal, EPA and Other Federal Partners:**

7.1 Perform necessary coordination with appropriate partners throughout assessment and cleanup activities.

TERMS, CONDITIONS AND EXCEPTIONS

8.0 The City of Shreveport does not create any obligation, expressed or implied, of any kind or description in issuing this RFP or receiving a response. Neither this RFP nor the response shall be construed as a legal offer.

8.1 The COS reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior too the award of the contract resulting from qualification under this process, if it is in the best interest of the COS to do so.

8.2 The COS reserves the right to reject any and all responses without cause, waive irregularities in all procedures related to this RFP, make inquiries of respondents and their references and clients regarding qualifications or information submitted as part of their responses as deemed necessary, conduct personal interviews of any or all respondents, and request and receive additional information as the COS deems necessary.

8.3 Work performed under agreements resulting from this RFP may be subject to federal contractual provisions. The COS hereby puts respondents on notice that a successful award at the end of this process may be contingent upon an agreement between the COS and the respondent to comply with standard federal contractual provisions, including but not limited to, minimum Federal wage rates (Davis-Bacon).

8.4 In the event the selected respondent does not enter into the required agreement with the COS to carry out the purposes described in this RFP, the COS may, in addition to any other rights and remedies available at law or in equity, commence negotiations with another person or entity.

8.5 In no event shall any obligation of any kind be enforceable against the COS unless a written agreement has been entered into.

8.6 By submitting a response to the RFP, each respondent waives all rights to protest, or seek remedies whatsoever regarding any aspect of this RFP, the selection of a respondent or respondents with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.

8.7 The COS will not assume any responsibility or liability for any expenses incurred by a respondent, or prospective respondent, in connection with the preparation or delivery of a response, requested interview, or any action related to the process of completing and submitting a response to this RFP.

8.8 Respondent shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP.

8.8.1 Any such relationship that might be perceived or represented as a conflict should be disclosed.

8.8.2 By submitting a qualification in response to this RFP, respondents affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip,

favor, or service to a public servant of the COS or any employee or representative of same, in connection with this qualification process.

8.8.3 Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a respondent's qualification.

8.8.4 The COS will determine whether a conflict of interest exists and whether it may reflect negatively on the COS's selection of a respondent.

8.8.5 The City reserves the right to disqualify any respondent on the grounds of actual or apparent conflict of interest.

8.8.6 The COS will own all documents, including electronic media presentations, produced as a result of the contract.

8.8.6.1 The selected respondent may use generated documents under the signed contract only with expressive permission from the COS.

RFP RESPONSE CONTENTS

Each respondent must include the following materials in its response to this RFP.

9.0 Cover letter, not to exceed one page, signed by an individual(s) authorized to bind the respondent contractually, and include the name title, address and telephone number of one or more individuals who can respond to requests for additional information.

9.0.1 The cover letter must include a statement describing the respondent's general understanding of the scope of work and the key issues associated with performing the required services.

9.0.2 The statement must include respondent's familiarity with the project and describe unusual conditions or problems prospective respondent believes may be encountered.

9.1 Resumes of primary personnel assuming responsibilities for this project, including those meeting the definition of state licensed professional geologist(s), and state licensed professional engineer(s).

9.1.1 Please identify the applicable respondent personnel and their respective responsibilities as they will relate to the requirements of, and activities included in this RFP.

9.2 Detailed description of respondent's approach to the scope of work described herein and relevant experience:

9.2.1 Experience conducting assessments on contaminated properties and ability to meet all applicable state and federal regulations governing environmental site assessments and remediation,

9.2.2 methodologies to perform site assessments and confirmatory sampling,

9.2.3 technologies or testing methods utilized to assess and cleanup specific types of contamination,

9.2.4 strategy and timeline for completing the project including key milestones, and,

9.2.5 innovative ideas for maximizing the value and amount of work that can be completed within the budget available through the grant.

9.2.5.1 Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of services.

9.3 Description of the history, experience, and qualifications of the respondent including key personnel and their respective responsibilities.

9.3.1 If relevant, include a listing of subcontractors to be used for activities identified in the scope of work along with the services they will provide and a description of respondent's process to select and oversee subcontractors.

9.3.2 The use of VBE/MBE/WBE[1] organizations as sub-contractors is encouraged.

9.3.3 Discussion on respondent's Health and Safety practices/programs including a description of the respondent's Occupational Safety and Health Administration Safety record for the last three years.

9.3.4 List other similar projects undertaken along with references for up to three (3) similar projects.

9.3.5 Cost proposal including rate schedule in a separate, sealed envelope. The cost proposals for the three (3) top ranked respondents will be opened prior to the interviews.

PLEASE NOTE THE FOLLOWING:

10.0 The COS will not be held responsible for response envelopes mishandled, misrouted, or delivered late as a result of the envelope not being properly prepared. Faxed or emailed responses will not be accepted.

10.1 For ease of evaluation, the response should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order.

10.1.1 Responses to each section and subsection should be labeled to indicate which item is being addressed.

10.1.2 If the respondent wishes to provide other supplemental information, it should be segregated at the end of the response document and identified separately from the information requested.

10.2 Other than as provided, inquiries pertaining to the RFP are NOT to be directed to any other member of the COS.

10.2.1 Any such action may disqualify the respondent from further consideration.

10.2.2 Respondents may not rely upon verbal responses to any inquiry.

10.3 Respondent shall certify that to the best of its knowledge, all information provided in their respective response materials is accurate and complete.

10.3.1 Any misrepresentation by a respondent shall be treated as fraudulent concealment from the COS of the true facts relating to the qualification.

10.4 Respondent shall disclose any information that may materially impair the respondent's ability to provide the level of service required.

10.4.1 Qualifications which appear unrealistic in terms of commitments, lack of technical competence, or are indicative of failure to comprehend the complexity of this RFP, may be rejected.

10.5 Respondent shall disclose details of any past and/or current relevant criminal investigation, pending litigation, regulatory or civil enforcement action in which your firm is or was involved during the past five years.

SELECTION PROCESS

11.0 Each response will be evaluated based upon the threshold eligibility and section criteria detailed below.

11.1 Respondents passing the threshold requirements will be further evaluated against the selection criteria.

THRESOLD ELIGIBILITY

12.0 Respondent has at least one (1) full-time State of Louisiana licensed professional geologist in good standing.

[1] If Minority or Women's Business Enterprise firms (MBE/WBE) are to be included in the project team, please attach a one-page letter from each firm indicating their desire to be included in the project team.

12.1 Respondent has at least one (1) full-time State of Louisiana professional engineer in good standing.

12.2 Respondent has at least one (1) full-time Environmental Professional as defined in ASTM 1527-21.

12.3 Respondent has a minimum of 10 years' environmental professional experience.

12.4 Respondent must have knowledge of and experience with development of Quality Assurance Project Plans.

12.5 Respondent must have a minimum of $1,000 in Professional Errors and Omissions insurance $1,000,000 in General Liability Insurance.

12.6 Respondent must have demonstrated experience in conducting community outreach and public meetings.

12.7 If a respondent does not satisfy the threshold eligibility requirements above, the response will not be further evaluated, and scoring will not be completed.

EVALUATION PROCESS

13.0 Respondents will be ranked based on qualifications and project understanding using the evaluation criteria on page 13.

13.1 It is expected that the review committee will include three (3) people.

13.2 Each reviewer will complete the scoring independently.

13.3 All of the scores will be combined for each respondent to determine a total score.

13.4 If determined necessary by the selection committee, the top three (3) scoring respondents will be invited to participate in an in-person (or virtual) interview, specific date, and time to be determined.

PART IV- EVALUATION CRITERIA

RFP#: **26-823** Title of RFP: **Professional Services for Environmental Assessment, Cleanup, and Related Services**

Evaluator: _____ Phone #: _____

Date: _____ Company Name: _____

WRITTEN PROPOSAL CRITERIA		POINT RANGE	POINTS ASSIGNED
1	Reasonable overall costs/hours/rate schedule.	0-25	
2	Identification of key personnel and experience / capability.	0-20	
3	Resources and key personnel available to perform work in reasonable time frame.	0-20	
4	Specific experiences, references and/ or considerations the respondent has that makes it uniquely qualified.	0-15	
5	Respondent's approach to successfully complete each scope of services task.	0-10	
*6	Ability to handle multiple projects simultaneous and meet deadlines.	0-10	
	TOTAL POINTS	**100 POINTS**	

INTERVIEW CRITERIA		POINT RANGE	POINTS ASSIGNED
1	Responses to questions	0-25	
2	Presentation specific to applicable scope of work tasks	0-15	
3	Participation from project manager and other key personnel.	0-10	
	TOTAL POINTS:	**50 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 Offerors responsive total and cost and each of the other Offerors total cost, and then applying the percentage of differential accordingly.

PART V

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 one printed page.***

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

1.1.4 __ A statement describing the respondent's general understanding of the scope of work and the key issues associated with performing the required services.

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

1.1.6 __ 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.

1.1.7 __ Indicate the number and dates of amendments that you have received. ***(end of transmittal letter)***

****

1.2 ☐ Submit resumes of primary personnel assuming responsibilities for this project using **Exhibit A.**

1.3 ☐ Submit detailed description of respondent's approach to the scope of work and relevant experience using of **Exhibit B.**

1.4 ☐ Submit Description of the history, experience, and qualifications of the respondent including key personnel and their respective responsibilities. **Exhibit C.**

1.5 ☐ Submit cost proposal using **Exhibit D.**

1.6 ☐ Provide completed Fair Share forms 1-4, (**Exhibit E**) which include the amount and percentage of commitment.

1.7 ☐ **Submit Exhibit F - FELONY CONVICTION/E-VERIFY.**

1.8 ☐ List proposed warranty to include terms, conditions, length, location of repair facility, means of transport etc.

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

1.10 ☐ Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.

RESUMES OF PRIMARY PERSONNEL ASSUMING RESPONSIBILITIES FOR THIS PROJECT:
Should include those meeting the definition of state licensed professional geologist(s), and state licensed professional engineer(s).

Please identify the applicable respondent personnel and their respective responsibilities as they will relate to the requirements of, and activities included in this RFP.

DETAILED DESCRIPTION OF RESPONDENT'S APPROACH TO THE SCOPE OF WORK DESCRIBED HEREIN AND RELEVANT EXPERIENCE:

Experience conducting assessments on contaminated properties and ability to meet all applicable state and federal regulations governing environmental site assessments and remediation.

Methodologies to perform site assessments and confirmatory sampling.

Technologies or testing methods utilized to assess and cleanup specific types of contamination.

Strategy and timeline for completing the project including key milestones.

Innovative ideas for maximizing the value and amount of work that can be completed within the budget available through the grant. Provide rationale and evidence of the value and effectiveness of the proposed approach to the scope of services.

DESCRIPTION OF THE HISTORY, EXPERIENCE, AND QUALIFICATIONS OF THE RESPONDENT INCLUDING KEY PERSONNEL AND THEIR RESPECTIVE RESPONSIBILITIES.

If relevant, include a listing of subcontractors to be used for activities identified in the scope of work along with the services they will provide and a description of respondent's process to select and oversee subcontractors.

The use of VBE/MBE/WBE organizations as sub-contractors is encouraged.

Discussion on respondent's Health and Safety practices/programs including a description of the respondent's Occupational Safety and Health Administration Safety record for the last three years.

List other similar projects undertaken along with references for up to three (3) similar projects.

RFP NO. _____ EXHIBIT D

PAGE _____ of _____

COST PROPOSAL

The following cost proposal should include anticipated labor and all associated expenses for each phase of the project and please provide a breakdown of your costs:

Total: $ _____

ACKNOWLEDGEMENT

_____ *(initial)*

_____ *(initial)*

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.

1.6 If awarded a contract/purchase order, my company understands and agrees to provide the sub consultant information as listed in **GENERAL CONTRACT PROVISIONS (www.shreveportla.gov/bids/bids.htm)**, paragraph 16, SUBCONTRACTOR TRACKING. **I hereby certify that sub consultant(s) _____ (would/would not) be used.**

1.7 In accordance with the Fair Share Requirements of this RFP, the Offeror assures the City that he or she will meet or exceed the Fair Share goal, or if cannot meet the required goal, the Offeror will assure the City that he or she will document good faith efforts made toward meeting the goal requirement in accordance with the fair share requirements. Fair share goal for this project is 25%.

_____ _____

Signature Offerors Representative authorized to into contract with the City of Shreveport — Title

_____ _____

Company — State Contractors License Number

_____

Authorized Signature (typed/printed)

_____ _____

Telephone — Fax Number

_____ _____

Emergency Number(s) — Date

_____ _____

Email Address — Offerors Federal Employer I.D. Number

Section 40-Fair Share Requirements (Revised 10-28-2024)

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 318-673-5017

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:

https://www.shreveportla.gov/DocumentCenter/View/21385/10072022---Fair-Share-Application

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

1.7 **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

1.8 City of Shreveport Vendor Applications may be downloaded at: https://www.shreveportla.gov/780/Section-800.

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 of Shreveport 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) 673-5017 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 of Shreveport 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 of Shreveport or any liability on the City of Shreveport 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 FAIR SHARE, 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: https://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 Email or Fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with Email, Fax and or Phone 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. S**ubmit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2. S**ubmit **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. S**ubmit **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. S**ubmit 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 email or fax sent to*** *FSC,* ***S/DBE, or DBE firms:*** *When requested, provide one copy of the email or fax sent to FSC, S/DBE or DBE firms to solicit bids for this project. If more than one form of email 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 10/28/2024)

1. IFB/RFP/RFS/RFQ # (Circle 1) _____ 2. Project Name _____

3. Prime Contractor_____ 4.Bid Amount of Total Project ($) _____

5. Prime Contractor's Federal Tax ID # _____ Change Order? Yes or No C/O # _____

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

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

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

City of Shreveport

PROJECT CONTACT SHEET-FSC FORM 3

(Revised 10-28-2024)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

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

Name of Subcontractor **Only Fair Share or DBE companies to be listed**	Type of Contact(s) "Email or Fax Required"	Date & Time of Contact	Person making/receiving call or other communications	Contact made? Yes/No	Quote received Amount ($)	Quote accepted, rejected, Non-Responsive	Comments

Bid # _____PROJECT# _____FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

1. Name of Project _____

2. Name of offeror/prime contractor_____

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

_____

_____at the price of **$** _____

(Name of DBE/FSC Firm) **(Date)**

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

(Phone Number) **(Fax Number)**

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

(Signature of Owner or Authorized Agent) **(Date)**

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

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(**Revised 10/28/2024**)

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

(1) Subcontractor Name	(2) Class	(3) Work Description	(4) Original Subcontract Amount	(5) Approved Changes	(6) Revised Subcontract Amount (4+5)	(7) Current Period Work Completed	(8) Total Work Completed to Date (Previous Total to Date+(7)	(9) Remaining Subcontract Amount (8-6)
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							
	☐ FSC ☐ DBE							

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
_____

Signature of Notary Public:

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 PEROID 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:

LIST ALL SUBCONTRACTORS WITH SIGNED CONTRACTS	*ALREADY LISTED ON FORM 2 (YES OR NO)	REPLACES THIS SUB THAT WAS LISTED ON FORM 2	SIGNED CONTRACT AMOUNT $

***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) **(Physical Address)**

_____ _____

(Phone Number) **(Date)**

_____ _____

(E-Mail Address) **(Fax Number)**

EXHIBIT F

City of Shreveport

FELONY CONVICTION / E-VERIFY AFFIDAVIT

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

RFP Number: _____

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

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

1.1 Public bribery (R.S. 14:118)

1.2 Extortion (R.S. 14:66)

1.3 Corrupt influencing (R.S. 14:120)

1.4 Money laundering (R.S. 14:23)

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

2.1 Theft (R.S. 14:67)

2.2 Identity Theft (R.S. 14:67.16)

2.3 Theft of a business record (R.S.14:67.20)

2.4 False accounting (R.S. 14:70)

2.5 Issuing worthless checks (R.S. 14:71)

2.6 Bank fraud (R.S. 14:71.1)

2.7 Forgery (R.S. 14:72)

2.8 Contractors; misapplication of payments (R.S. 14:202)

2.9 Malfeasance in office (R.S. 14:134)

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

3.1 The private employer is registered and participates in a status verification system (E-Verify) to verify that all employees in the state of Louisiana are legal citizens of the United States or are legal aliens.

3.2 The private employer shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the state of Louisiana.

3.3 The private employer shall require all subcontractors to submit to the employer a sworn affidavit verifying compliance with Paragraphs (3.1) and (3.2) of this Subsection.

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

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____

Signature of Authorized Owner or Representative Title Date

Print Name: _____ E-Mail Address: _____

Fax to: 318-673-5408 **OR** E-Mail to: _____ (10-23-15)

EXHIBIT G: FEDERAL & EPA BROWNFIELDS GRANT CONTRACT PROVISIONS

1. EPA BROWNFIELDS & ENVIRONMENTAL PROGRAM REQUIREMENTS

1.1 Qualified Environmental Professional (QEP)

Contractor shall ensure that all Phase I and Phase II Environmental Site Assessments (ESAs), All Appropriate Inquiries (AAI), remediation designs, and cleanup oversight are conducted or supervised by a Qualified Environmental Professional meeting the definition and standards of **40 CFR § 312.10** and **ASTM E1527-21** (or the most current EPA-approved standard).

1.2 Quality Assurance (QMP / QAPP)

No environmental sampling, field testing, or laboratory analysis shall be performed until an EPA-approved Quality Management Plan (QMP) and site-specific Quality Assurance Project Plan (QAPP) are in place. Contractor shall adhere strictly to all sampling, chain-of-custody, analytical, and data validation protocols established in the approved QAPP and **2 CFR § 1500.12**.

1.3 Louisiana Department of Environmental Quality (LDEQ) Compliance

All assessment, sampling, risk evaluation, and remediation deliverables shall comply with applicable Louisiana environmental statutes and regulations, including the **LDEQ Risk Evaluation/Corrective Action Program (RECAP)** and, where applicable, the Louisiana Voluntary Remediation Program (VRP). Contractor shall ensure proper manifesting, transport, and disposal of all investigation-derived waste (IDW) and hazardous materials at permitted facilities.

1.4 Disadvantaged Business Enterprise (DBE) Compliance (40 CFR Part 33)

Contractor shall comply with EPA's DBE program rules under **40 CFR Part 33** and shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. When soliciting subcontractors (including drillers, laboratories, and remediation trades), Contractor shall execute and document the **Six Good Faith Efforts** (40 CFR § 33.301) and submit required EPA DBE forms (including EPA Form 6100-3 and Form 6100-4, as applicable) with its proposal and subcontracting records.

1.5 Davis-Bacon Act & Prevailing Wages (Remediation / Construction Activities)

For any contract or task order exceeding **$2,000** that involves construction, alteration, demolition, excavation, or physical site remediation funded by the EPA Brownfields grant, Contractor and all subcontractors shall comply with the **Davis-Bacon Act** (40 U.S.C. §§ 3141–3144, 3146–3148) and the **Copeland "Anti-Kickback" Act** (40 U.S.C. § 3145), as supplemented by Department of Labor (DOL) regulations (29 CFR Parts 3 and 5). Contractor shall pay laborers and mechanics not less than the prevailing wages and fringe benefits specified in the applicable DOL Wage Determination for **Caddo Parish, Louisiana**, and shall submit certified payrolls weekly to the Recipient.

1.6 Signage, Acknowledgment & Public Communications

Any public signage, reports, press releases, or outreach materials prepared under this Agreement must include appropriate EPA funding acknowledgment language in accordance with the EPA General Terms and Conditions and EPA Brownfields Grant guidelines.

2. MANDATORY FEDERAL FLOW-DOWN CLAUSES (2 CFR PART 200, APPENDIX II)

2.1 Administrative, Contractual, and Legal Remedies (Contracts > Simplified Acquisition Threshold)
If Contractor violates or breaches any term of this Agreement, Recipient may pursue all available administrative, contractual, or legal remedies, including withholding payment, suspending work, assessing liquidated or actual damages, or terminating the Agreement for cause, in addition to any sanctions or penalties authorized under federal or Louisiana law.

2.2 Termination for Cause and Convenience (Contracts > $10,000)

- **Termination for Cause:** Recipient may terminate this Agreement in whole or in part upon written notice if Contractor fails to perform its obligations, fails to meet schedules, or violates applicable laws or grant terms, and fails to cure such default within **[10]** calendar days of written notice. Contractor shall be liable to Recipient for excess reprocurement costs.
- **Termination for Convenience:** Recipient may terminate this Agreement in whole or in part at any time for its convenience upon **[15]** calendar days' written notice. Contractor shall be paid for acceptable work satisfactorily performed prior to the effective date of termination, plus reasonable closeout costs approved by Recipient, but shall not be entitled to anticipated profits on unperformed work.

2.3 Equal Employment Opportunity (41 CFR Part 60-1.4(b))

During the performance of this Agreement, Contractor agrees to comply with Executive Order 11246, as amended, and implementing regulations at **41 CFR Part 60**, prohibiting discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

2.4 Contract Work Hours and Safety Standards Act (Contracts > $100,000)

Where applicable to contracts involving the employment of mechanics or laborers, Contractor shall comply with **40 U.S.C. §§ 3702 and 3704**, as supplemented by DOL regulations (29 CFR Part 5), requiring overtime compensation at not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in a workweek, and maintaining sanitary, safe working conditions.

2.5 Rights to Inventions, Data, and Copyrights (37 CFR Part 401 & 2 CFR § 200.315)

If this Agreement involves experimental, developmental, or research work, Contractor shall comply with **37 CFR Part 401** ("Rights to Inventions Made by Nonprofit Organizations and Small Business Firms"). All environmental reports, GIS files, raw analytical data, QAPPs, and deliverables produced under this Agreement shall become the property of the Recipient, and the **EPA reserves a royalty-free, nonexclusive, and irrevocable right** to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

2.6 Clean Air Act and Federal Water Pollution Control Act (Contracts > $150,000)

Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the **Clean Air Act** (42 U.S.C. §§ 7401–7671q) and the **Federal Water Pollution Control Act / Clean Water Act** (33 U.S.C. §§ 1251–1387). Contractor shall immediately report any violation to the Recipient and to the **EPA Region 6 Office** (1201 Elm Street, Suite 500, Dallas, TX 75270).

2.7 Debarment and Suspension (2 CFR Part 180 & 2 CFR Part 1532)

Contractor certifies that neither it nor its principals, officers, or proposed subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal transactions by any federal department or agency. Contractor must maintain an active registration and Unique Entity Identifier (UEI) in SAM.gov throughout the term of this Agreement.

2.8 Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (Contracts ≥ $100,000)

Contractor certifies that no federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, grant, or cooperative agreement. Contractor shall execute and submit the required **Certification Regarding Lobbying** prior to contract execution and disclose any non-federal lobbying activities on Standard Form-LLL.

2.9 Procurement of Recovered Materials (2 CFR § 200.323)

In the performance of this Agreement, Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA), giving preference to the purchase of EPA-designated items containing the highest percentage of recovered materials practicable where the purchase price exceeds $10,000.

2.10 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)

Pursuant to Section 889 of the John S. McCain National Defense Authorization Act (NDAA), Contractor is prohibited from obligating or expending federal grant funds to procure, obtain, extend, or renew a contract to procure equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system (including equipment produced by Huawei, ZTE, Hytera, Hikvision, or Dahua).

2.11 Domestic Preferences & Build America, Buy America (BABA) (2 CFR § 200.322)

To the greatest extent practicable, Contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. If any remediation or site cleanup task order constitutes an infrastructure project subject to the **Build America, Buy America Act** (Pub. L. 117-58, §§ 70901–70952), all iron, steel,

manufactured products, and construction materials permanently incorporated into the project must be produced in the United States unless a formal EPA waiver is approved.

2.12 Access to Records and Record Retention (2 CFR §§ 200.334–200.337)

Contractor shall maintain all books, documents, papers, accounting records, certified payrolls, laboratory data, and other evidence directly pertinent to this Agreement for a minimum of **three (3) years** after Recipient submits its final Federal Financial Report (FFR) and closes out the EPA Cooperative Agreement (or longer if any litigation, claim, or audit is started prior to expiration). The Recipient, the **U.S. EPA**, the **Comptroller General of the United States**, the **EPA Office of Inspector General**, and the **Louisiana Legislative Auditor** (pursuant to La. R.S. 24:513) shall have the right of access to any pertinent books, documents, papers, and records of Contractor for the purpose of making audits, examinations, excerpts, and transcripts.

3. LOUISIANA PUBLIC PROCUREMENT & COMPLIANCE PROVISIONS

3.1 Conflict of Interest & Louisiana Code of Governmental Ethics

Contractor certifies that it did not assist in drafting the EPA grant application, workplan, or RFP specifications for this procurement in violation of **2 CFR § 200.319(b)**. Contractor and its personnel shall comply with the **Louisiana Code of Governmental Ethics (La. R.S. 42:1101 et seq.)** and shall immediately disclose any actual or potential organizational or personal conflict of interest.

3.2 Prohibited Contract Pricing

No task order or amendment under this Agreement shall be structured as a cost-plus-a-percentage-of-cost or percentage-of-construction-cost contract (**2 CFR § 200.324(d)**). Any Time-and-Materials (T&M) task order must establish a strict Not-to-Exceed (NTE) ceiling price that Contractor exceeds at its own risk.

3.3 Subcontracting Flow-Down

Contractor shall include all applicable provisions of this solicitation in every subcontract or purchase order issued under this Agreement so that such provisions are binding upon each subcontractor and vendor.

EXHIBIT G:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

(Pursuant to 2 CFR Part 180 and 2 CFR Part 1532)

Solicitation Name / No.: RFP 26-823 Professional Services for Environmental Assessment, Cleanup, and Remediation

Proposing Firm Name: _____ SAM.gov **Unique Entity Identifier (UEI):** _____

CAGE Code (if applicable): _____

1. The prospective primary participant (Proposer) certifies to the best of its knowledge and belief that it and its principals:
    - **(a)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - **(b)** Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - **(c)** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - **(d)** Have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
3. Proposer agrees to verify that all lower-tier subcontractors are not suspended or debarred on SAM.gov prior to executing any subcontract and to flow down this certification requirement to all lower-tier covered transactions.

Authorized Representative Name & Title: _____

Signature: _____ **Date:** _____

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

(Pursuant to 31 U.S.C. § 1352 and 2 CFR Part 200, Appendix II(I) — Required for Contracts ≥ $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit **Standard Form-LLL, "Disclosure Form to Report Lobbying,"** in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Proposing Firm Name: _____

Authorized Representative Name & Title: _____

Signature: _____ **Date:** _____

EPA DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOOD FAITH EFFORTS CHECKLIST & CERTIFICATION
(Pursuant to 40 CFR Part 33, Subpart C)

Instructions: Whenever subcontracts (e.g., drilling, analytical laboratory services, surveying, excavation, or waste transport) are anticipated under this contract, Proposer must document the **Six Good Faith Efforts** below to ensure Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) are given fair opportunity to compete. Attach supporting outreach logs, emails, or quotes to this form.

Part 1: Six Good Faith Efforts Checklist

- [ ] **1. Qualified List:** Ensured DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities (e.g., searching the SBA Dynamic Small Business Search, Louisiana Unified Certification Program (LAUCP), or Louisiana Hudson/Veteran Initiative directories).
- [ ] **2. Solicitation Lists:** Made information on forthcoming opportunities available to DBEs and arranged time frames for contracts and established delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process.
- [ ] **3. Divisibility of Work:** Considered in the contracting process whether firms competing for large contracts could subcontract with DBEs by dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs.
- [ ] **4. Delivery Schedules:** Encouraged contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- [ ] **5. Assistance & Resources:** Used the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- [ ] **6. Subcontractor Flow-Down:** Required all prime subcontractors, if further subcontracts are to be let, to take the five affirmative steps listed above.

Part 2: Proposed DBE Subcontractors (Attach EPA Forms 6100-3 & 6100-4 as applicable)

Subcontractor Name	MBE or WBE?	Scope of Work (e.g., Lab, Drilling)	Estimated Dollar Value / %
_____	[ ] MBE [ ] WBE	_____	$_____ / _____%
_____	[ ] MBE [ ] WBE	_____	$_____ / _____%
_____	[ ] MBE [ ] WBE	_____	$_____ / _____%__

[ ] *Check here if Proposer intends to self-perform 100% of the work with no subcontracts.*

Certification: Proposer certifies that it has executed the Good Faith Efforts indicated above and will submit EPA Form 6100-3 (DBE Subcontractor Performance Form) and **EPA Form 6100-4** (DBE Subcontractor Utilization Form) for each utilized DBE subcontractor prior to contract execution.

Proposing Firm Name: _____

Authorized Representative Name & Title: _____

Signature: _____ **Date:** _____

CONFLICT OF INTEREST, NO PRIOR DRAFTING & COVERED TELECOM CERTIFICATION

(Pursuant to 2 CFR § 200.319(b), 2 CFR § 200.216, and La. R.S. 42:1101 et seq.)

Proposing Firm Name: _____

1. **No Assistance in Drafting Grant or Solicitation (2 CFR § 200.319(b)):**

   Proposer certifies that neither Proposer, its parent/subsidiary entities, nor any proposed subconsultant drafted or assisted in drafting the EPA Brownfields Grant application, EPA workplan, scope of work, or specifications for this Request for Proposals.

2. **Organizational & Louisiana Ethics Conflict of Interest (La. R.S. 42:1101 et seq.):**

   Proposer certifies that it has no organizational, financial, or personal conflict of interest with City of Shreveport, its elected officials, officers, or employees, and that awarding this contract to Proposer will not violate the Louisiana Code of Governmental Ethics.

3. **Prohibition on Covered Telecommunications & Video Surveillance Equipment (2 CFR § 200.216 / NDAA Section 889):**

   Proposer certifies that it will not provide or use covered telecommunications equipment or services (including equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities) as a substantial or essential component of any system, or as critical technology as part of any system, in the performance of this contract.

Authorized Representative Name & Title: _____

Signature: _____ Date: _____

FROM: _____

_____

_____

*License # _____

*State Contractors License Number or Insert EXEMPTION, IF NOT REQUIRED.

PLEASE RUSH TO:

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

SEALED PROPOSAL FOR:

RFP Number: **26-823**

Project Name: **PROFESSIONAL SERVICES FOR ENVIRONMENTAL ASSESSMENT, CLEANUP, AND RELATED SERVICES**

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

APPENDIX 1

APPENDIX 2

AFFIDAVIT

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

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

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

_____ authorized representative of:

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

_____ and with a current email address of:

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

1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.

2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.

3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.

4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.

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

BY: _____
Printed Name: _____
Title: _____

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

_____
Notary Public

_____
Notary Identification Number or LA Bar Roll Number

* *

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

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

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

Appendix 3

INSURANCE/BOND/INDEMNIFICATION REQUIREMENTS OF CONSTRUCTION/ PUBLIC WORKS CONTRACTORS
Give a copy of these requirements to your agent.

1.1 Definitions

1.1.1 INSURANCE COMPANY

1.1.1.1 The company or firm which will protect the CONTRACTOR from claims which may arise out of or result from the Contractors operations and for which the CONTRACTOR may be legally liable. An acceptable insurance company is defined as one licensed in the State of Louisiana or an approved non-admitted carrier. Generally, as a minimum, the company issuing a bond must have a current **A. M. Best rating of A- or better**. Companies providing insurance coverage **other than bonds** must have a current **A. M. Best rating of B+VII or better**. This rating requirement will be waived for the Workers Compensation coverage only. Modification of this standard may be considered upon appeal to the Director of Finance.

1.1.1.2 SURETY

1.1.1.3 The bondsman, party or parties who may guarantee the fulfillment of the contract by bond. An acceptable surety company is defined to be a company that is either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds or appears on the current Treasury List (i.e., U. S. Department of the Treasury Circular 570, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies) and approved for an amount equal to or greater than the amount of the contract, licensed in the State of Louisiana and qualified to write bonds in the State of Louisiana.

1.2 **SURETY BONDS**

1.2.1 PROPOSAL GUARANTY

1.2.2 **When required**, the bid must be accompanied by a **bid bond in an amount not less than 5% of the total bid amount including additive alternates**. The proposal guaranty shall be a check certified by the cashier of a National or State Bank, or a bid bond guaranteed by an acceptable surety company. The certified check or bid bond shall be made payable to the City of Shreveport, Louisiana. A cashiers check or money order will be accepted; however, currency will not be accepted.

1.2.3 PROCUREMENT OF SURETY BONDS AND INSURANCE

1.2.4 **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.

1.2.5 CONTRACT BOND

1.2.5.1 **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.

1.2.5.2 The insurance required shall be written for not less than limits of liability specified herein. Coverage 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.

1.2.6 PROPERTY INSURANCE

1.2.6.1 CONTRACTOR shall obtain at CONTRACTORS cost such property insurance covering the work as may be

specified in the Special Provisions of the contract.

1.2.6.2 Certificates of insurance on forms provided by the insurer 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 coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage 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 there from, 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 <u>PRESERVATION AND RESTORATION OF RAILWAY PROPERTY</u>

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.

3.2 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 <u>Contractors RESPONSIBILITY</u>

4.1.1 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.

4.2 PERSONAL LIABILITY OF PUBLIC OFFICIALS

4.3 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.

4.4 NO WAIVER OF LEGAL RIGHTS

4.5 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.

4.6 THIRD-PARTY LIABILITY.

4.7 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 in 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 part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the City by the Contractor.

6.0 If at anytime your insurance is canceled, you shall no longer be a contractor for a period of two years, contractor will be considered for re-hire dependent upon availability of work required by the City.

7.0 If Contractor sub-leases any part of contract without written permission from the Director of Property Standards or his designee, contract will be terminated and Contractor will be immediately removed from the contractors list.

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.

ACKNOWLEDGMENT AND WAIVER OF WORKERS COMPENSATION INSURANCE

(Required of the Successful Bidder-when applicable)

1.0 Pursuant to L.A.R.S. 23:1035, should a corporation, partnership, limited liability company or a sole proprietorship elect not to cover the following employees: (a) a President, Vice President, Secretary, or Treasurer of the corporation who owns more than 10% of the stock of the corporation, (b) a partner of the partnership employing the partner (c) a member of the L.L.C. who owns at least a 10% membership interest (d) a sole Proprietor of a sole proprietorship, the following acknowledgment and waiver of Workers Compensation Insurance must be completed and executed by the person authorized to sign such documents.

2.0 I, the undersigned, am the owner, partner, executive or officer authorized to execute documents on behalf of _____ for contracting with the City of Shreveport. I hereby acknowledge that I have elected not to provide coverage for one or more employees as permitted by L.A. R.S. 23:1035 under Workers Compensation insurance. I hereby agree to waive any and all claims against the City of Shreveport for any workers compensation benefits made by or on behalf of any person that has been excluded from Workers compensation coverage in accordance with L.A.R.S. 23:1035. Additionally, I agree to indemnify and hold harmless the City of Shreveport from and against any liability claims arising out of injuries occurring to any of the individuals who have been excluded from Workers Compensation coverage pursuant to L.A.R.S. 23:1035 while providing services pursuant to the contract with the City of Shreveport.

Company **Witnesses**

Company Name: _____ Attest: _____

Authorized Signature: _____ Attest: _____

Signature (typed/printed): _____ Title: _____

Date: _____