

City of Shreveport



Solicitation Form for Commodities

INVITATION FOR BID

(IFB) #19-017

ANNUAL BATTERY BID FOR THE CITY OF SHREVEPORT

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NOTE: THE REQUIRED COS BID FORM LISTED ABOVE MUST BE RETURNED WITH BID. SHOULD ALSO RETURN ONE COPY. IF ANY OF THE ABOVE COS BID FORMS ARE OMITTED, THEN YOUR BID MAY NOT BE CONSIDERED OR ACCEPTED.

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

All information listed below **should not** be returned with your bid. It shall remain part of the bid by reference only.

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INDEX OF REFERENCE ITEMS NOT INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

Standard Specifications for Infrastructure Improvements 2015 Edition & Standard Plans for Infrastructure Improvements 2015 Edition. These documents may be downloaded from our website: www.shreveportla.gov/DocumentCenter/View/5572 & www.shreveportla.gov/DocumentCenter/View/5567.

The Standard Solicitation Requirements/Provisions/Instructions to Bidders and General Contract Clauses will no longer be printed in full text in solicitations issued by the City of Shreveport (hereinafter the City), but will be incorporated by reference as shown in the current edition of the City's book of Standard Solicitation Provisions/Instructions to Bidders (**Section 10**), and General Contract Clauses (**Section 20**). **If you do not have a copy of these, you may download from our web site: www.shreveportla.gov** (Click on Business, then on Bids & RFPs) **or pick one up in Suite 610 at Government Plaza or email a request to angela.mcnicoll@shreveportla.gov.** 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.

The Felony Conviction Statement must be submitted by the lowest responsive bidder after the opening.
Revised 05-19-17

AN INVITATION FOR YOU TO RESPOND WITH A FORMAL SEALED OR ELECTRONIC BID

DATES ADVERTISED: March 29, 2019 Date Posted: March 29, 2019

DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB)
City of Shreveport

Wendy Wagnon, CPPO
Purchasing Agent
Phone (318) 673-5450



BIDS MUST BE DELIVERED TO:
City of Shreveport
Office of the Purchasing Agent
Government Plaza-Suite 610
505 Travis Street
Shreveport, LA 71101-3042

**OR GO TO BIDSYNC.COM TO
SEND ELECTRONIC BID**

BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON: April 10, 2018 THEN PUBLICLY OPENED

THIS IS NOT AN ORDER Bid Number IFB # 19-017

BID TITLE: **ANNUAL BATTERY BID FOR THE CITY OF SHREVEPORT**

PREBID CONFERENCE: N/A

EMAIL QUESTIONS TO: angela.mcnicoll@shreveportla.gov 7 working days before the opening or fax to: 318-673-5408

BID BOND IS NOT REQUIRED. Estimated Expenditure: \$ 60,000 per year

Bids received after the time specified for opening cannot be considered for an award.

COMMODITY BIDS

For paper bids, if you do not provide **all of the required COS Bid Forms** or the information required on the bid forms, then your bid **may** be declared as non-responsive. The bid forms are clearly identified as COS Bid Form #1, 2 & etc. near the top right of the page. If you have any questions, please call Wendy Wagnon at 318-673-5450.

ELECTRONIC BIDS/BID NOTICES

Bid/Proposal notices will no longer be mailed to contractors/vendors by the Purchasing Office. The City of Shreveport's listing of current bids (IFB), requests for quotes (RFQ), requests for proposals (RFP), and statements of qualifications (RFS) (hereinafter bids) will be posted on BidSync.com. To view the general bid information and **receive bid notices by email**, you will have to register with BidSync. **Registration is free.** Vendors/Contractors (vendors) will now have the option to submit their bids & bid bonds, electronically or by paper copy. If you wish to view/download the entire bid package and submit electronic bids, you may do so for an annual fee. There is also a fee for a digital signature. **It takes about two weeks to get a digital signature.** Allow additional time to set up the digital signature in BidSync. Solicitation documents are also available at www.shreveportla.gov/Solicitations. Bidsync shall be the official source for bid documents.

Vendors who decide to pay the annual fee to BidSync will be able to submit electronic bids to every agency in the State of Louisiana that signs up with BidSync. Submitting bids electronically can save thousands of dollars in express mail fees, plan fees/deposits, travel, postage, labor, and the cost of paper. To register please go to: <https://www.bidsync.com>. If you need help registering or with training or completing an e-bid, please call **800-990-9339 (M-F)**. Contractors who submit e-bonds will need to pay an annual fee for electronic bid bonds. *If an electronic bid is submitted, provide your contractor's license number when the bid with alternates amounts to \$50,000 or more. To request copies of bids by email, send your request to angela.mcnicoll@shreveportla.gov.*

The City of Shreveport reserves the right to reject any or all bids and to waive minor informalities.

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 bid opening at (318) 673-5450

Revised 12-05-17

BID PRICES/SIGNATURE PAGE
 (RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)
COS BID FORM #1

I agree to furnish all items for the prices below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page. **PROVIDE ALL DEVIATIONS ON THE DEVIATION PAGE. ALL Columns must be filled in to be considered responsive.**

IFB #19-017 Bid Title: ANNUAL BATTERY BID FOR THE CITY OF SHREVEPORT

Item #	BCI Group Name	CCA @ 0°F	CCA @ 32°F	Warranty	Estimated Quantity	Price of Battery With a Core	Price of Battery Without a Core	Manufacturer and Part Number Being Quoted
1	34	800	1000	18 mon.	105 ea.	\$	\$	
2	65	750	880	18 mon.	190 ea.	\$	\$	
3	31A	1000	1250	18 mon.	15 ea.	\$	\$	
4	31C	1000	1250	18 mon.	190 ea.	\$	\$	
5	27	700	875	18 mon.	20 ea.	\$	\$	
6	75	550	750	18 mon.	10 ea.	\$	\$	
7	1213	n/a	n/a	18 mon.	100 ea.	\$	\$	
8	78	680	825	18 mon.	20 ea.	\$	\$	
9	48	660	870	18 mon.	30 ea.	\$	\$	
10	34-78 CP	n/a	n/a	18 mon.	40 ea.	\$	\$	
11	7T31	730	900	18 mon.	65 ea.	\$	\$	
12 *	31	730	900	18 mon.	65 ea.	\$	\$	
13 *	94R (AGM)	765	970	18-24 mon.	20 ea.	\$	\$	
14 *	65 (AGM)	775	880	18-24 mon.	20 ea.	\$	\$	
GRAND TOTAL:							\$	

* Denotes batteries that are to be delivered on same day if ordered before 2:00 p.m. CST

BID PRICES/SIGNATURE PAGE
 (RETURN ONE ORIGINAL AND ONE COPY WITH YOUR BID)
COS BID FORM #1

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed below. **PROVIDE ALL DEVIATIONS BELOW. ALL Columns must be filled in to be considered responsive.**

IFB #19-017 Bid Title: ANNUAL BATTERY BID FOR THE CITY OF SHREVEPORT

The City reserves the right to renew any resultant contract(s), if mutually agreeable with the contractor, for four additional years in one year increments with price changes limited to paragraph 7, Price Changes, in the Special Instructions to Bidders herein.

BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 45 days). In compliance with the Invitation, and subject to all conditions thereof, the bidder offers and agrees, if this bid is accepted within 45 days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery F.O.B destination ***ON AN AS NEEDED BASIS**

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation, or business and has read Sections 10, & 20, as referenced on the previous page.

BIDDERS NAME/ADDRESS:	NUMBER OF ADDENDA RECEIVED (If NONE-write 0 or N/A or none, etc.):
	N/A OR:
AUTHORIZED SIGNATURE(MANUAL):	AUTHORIZED SIGNATURE(TYPED OR PRINTED):
TITLE:	DATE:
PHONE NUMBER(S)	EMAIL ADDRESS:

Provide Deviations from terms, conditions, provisions and specifications below & on extra page, if applicable:

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

- 1.1 If specifications or descriptive papers are submitted with bids, enter bidders= name thereon.

2.0 SAMPLES

- 2.1 Sample, when required, must be submitted free of expense, unless otherwise specified in accordance with the conditions and instructions in the body of this bid notice.

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

- 3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.
- 3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.
- 3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.
- 3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agent=s office.
- 3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.
- 3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.
- 3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.
- 3.8 **It shall be the Bidder=s responsibility to make inquiry as to the addenda issued.**

4.0 DELIVERY ARO

- 4.1 Show delivery time required after receipt of order (ARO), in appropriate space provided on page three.

5.0 DELIVERY TERMS

- 5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.
- 5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.
- 5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES

- 6.1 Whenever quantities or usages are provided by the City, these are estimates only.
- 6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.
- 6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

- 7.1 Prices will be firm for the minimum period as specified in the solicitation document.
- 7.2 After the first year of the contract or the guaranteed price date shown on the bid form, whichever is longer, the Contractor may request price increases based on documented cost increases to be approved by the soliciting department's Director(s) and the Purchasing Agent.
- 7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.
- 7.4 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 bidder or to solicit new bids.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 7.5 No increase will be effective until approved in writing by the Purchasing Agent.
- 7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.
- 7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.

8.0 AWARD CRITERIA

- 8.1 The award will be made to one vendor, the lowest responsible and responsive bidder according to the criteria designated in the Invitation for Bid.
- 8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
 - 8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.
 - 8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.
 - 8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
 - 8.2.4 The City reserves the right to conduct on-site inspections of any bidder's facilities prior to award and the results of said inspection will be considered by the City in determining bidders' capabilities of successfully administering to this contract.
 - 8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
 - 8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
 - 8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
 - 8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
 - 8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
 - 8.2.10 Product or parts inventory capability as it relates to a particular bid.
 - 8.2.11 Results of product/equipment testing.
 - 8.2.12 Warranty - Terms and Conditions.
 - 8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
 - 8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
 - 8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
 - 8.2.16 A record of amicable relations with labor.
 - 8.2.17 An adequate supply of equipment in good operating condition.

9.0 Evaluation

- 9.1 Award will be made to one vendor.

10.0 Alternates

- 10.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.

11.0 REJECTION

- 11.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 11.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

in part or its entirety this bid, if it is in the best interest of the City to do so.

- 11.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION
- 11.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.
- 12.0 Rejection of Lowest Bid
- 12.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.
- 12.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
- 12.3 Greater service costs for the low bid item.
- 12.4 Longer service time for the low bid item, which would cause longer down time of the item.
- 12.5 Proven reliability of the higher bid item.
- 12.6 Compatibility of the higher bid item with existing equipment.
- 13.0 DISQUALIFICATION REVIEW BOARD City of Shreveport Code of Ordinances Sec. 26-265)
- 13.1 When a contractor has been given notice of debarment based upon Sec.26-265, and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the City=s Disqualification Review Board.
- 13.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.
- 13.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.
- 13.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.
- 13.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.
- 13.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.
- 14.0 OPERATIONAL MANUALS
- 14.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.**
- 15.0 BRAND NAMES
- 15.1 Wherever in the specifications the name of a certain brand, make, manufacturer, or definite specification is utilized, they are used only to denote the quality standard of the product desired and that they do not restrict bidders to the specific brand, make, manufacturer, or specification named; that they are used only to set forth and convey to prospective bidders the general style, type, character, and quality of the product desired; and that equivalent products will be acceptable.
- 15.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.
- 16.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney General=s Opinion No. 95-155)

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 16.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).
- 17.0 PAYMENTS DUE THE CITY
- 17.1 Section 26-211 of the City's Code of Ordinances requires the following:
- 17.1.1 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.
- 17.1.2 No contract to which the city is a party shall be awarded to any person who:
- 17.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
- 17.1.4 Owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it, or
- 17.1.5 Owns more than 25% of a legal entity that owns any property which is adjudicated to the city or which has demolition liens, grass cutting liens, or any other property standards liens on it.
- 17.1.6 For purposes of this section, Own shall mean to be the last record owner of property prior to a tax sale or adjudication.
- 17.1.7 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.
- 18.0 GOVERNING PRICES
- 18.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 18.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.
- 19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS
- 19.1 By submitting and signing this bid, bidder agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Veterans Readjustment Assistance Act of 1974, Title IX of The Education Amendments of 1972, the Age Act of 1975, and bidder agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Bidder agrees not to discriminate in its employment practices, and will render services under any contract entered into as a result of this solicitation without regard to race, color, religion, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by bidder, or failure to comply with these statutory obligations when applicable, shall be grounds for termination of any contract entered into as a result of this solicitation.
- 20.0 BID ENVELOPE
- 20.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.
- 21.0 RECEIPT OF BIDS

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

21.1 The City does not receive bids on holidays and weekends.

22.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

22.1 Contractor warrants that all materials and/or products produced by Contractor hereunder will not infringe upon or violate any patent, copyright, or trade secret right of any third party. In the event of any such claim by any third party against the City, the City shall promptly notify Contractor, and Contractor shall defend such claim, in the City's name, but at Contractor's expense, and shall indemnify the City against any loss, expense, or liability arising out of such claim, whether or not such claim is successful.

END

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 3-14-2019)

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:**

1.5.1 City of Shreveport Fair Share Office... 318-673-5009

1.5.2 505 Travis Street

1.5.3 Shreveport, LA 71101

1.5.4 FSC Application Affidavits maybe downloaded at::

http://www.shreveportla.gov/fair_share/pdf/Fairshare_download.pdf

1.6 **DBE**- is Disadvantaged Business Enterprise (specific to Federally-funded Projects - generally FAA, DOTD or FTA projects). DBE- a group that is defined by the Government as presumptively disadvantaged by provisions of CFR 49.

1.7 **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

1.8 MBE-is Minority Business Enterprise. The designation of MBE is obtained through the submission of a Vendors Application that can be obtained through the Purchasing Office. Vendor Applications may be downloaded at: <http://www.shreveportla.gov/bid/section800.htm>

2.0 PURPOSE OF THE PROGRAM

2.1 The City of Shreveport has implemented this program to ensure that their **construction and service** contracts provide employment and growth opportunities for small disadvantaged businesses.

2.2 Therefore, when the goal has not been met, prime contractors are required to submit proof showing that good faith efforts have been made to contract with FSC or DBE subcontractors.

2.3 All efforts must be documented.

2.4 Direct commodity purchases made by the City are exempt from the program.

3.0 FAIR SHARE CONTRACT CLAUSES

3.1 The following Fair Share Contract Clauses and Good Faith Effort Requirements are only a small part of the Fair Share Program.

3.1.1 The Fair Share Program full text and forms that will be needed are posted in the Purchasing Office, or available upon request, or available on our web site at www.shreveportla.gov, and are incorporated by reference in all solicitation documents with the same force and effect as if set forth in full text.

3.1.2 ANY DEVIATIONS FROM THE FAIR SHARE REQUIREMENTS LISTED HEREIN MUST BE CLEARLY IDENTIFIED WITH EACH SOLICITATION RESPONSE.

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5009 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 and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor=s failure to make timely payment to the subcontractor.
- 3.6 **Fair Share Certified (FSC) or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS**
- 3.7 **PRE-BID EFFORTS REQUIRED REGARDING FSCs 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 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 or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/Forms/Fairshare/index.asp> 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 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 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 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 subcontractors bids are due.

3.13.2 The first documented contact with each FSC 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 or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC 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 or DBE for the work to be performed by that subcontractor.

4.1.3 Documentation of these efforts is required, and must be submitted to the Purchasing Agent and the Fair Share Office **on FSC FORM 2.**

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

5.1 **FAIR SHARE DOCUMENTS TO BE SUBMITTED BY THE APPARENT LOWEST CONSTRUCTION/SERVICE PROVIDER BIDDER.**

5.1.1 **COMPLIANCE AGREEMENT-FSC FORM 1.** Submit completed **FSC FORM 1.**

5.1.2 **UTILIZATION/CONTRACT TRACKING-FSC FORM 2.** Submit **FSC FORM 2** showing all subcontractors/all sub-subcontractors to be used on this contract and use for any changes also. **Note:** Construction Bidders, including 100% Fair Share/DBE, must turn in this form showing all subcontractors to be used on this contract.

5.1.3 **PROJECT CONTACT SHEET-FSC FORM 3.** Submit **FSC FORM 3** showing a completed log of contacts with FSC or DBE firms.

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC 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 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 or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSCs or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs or DBEs to participate effectively?
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSCs or DBEs to determine certainty whether the FSCs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs 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 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 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 or DBEs?

END

City of Shreveport
COMPLIANCE AGREEMENT-FSC FORM 1

IFB# _____ (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 8-30-07)

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

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

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

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

City of Shreveport
PROJECT CONTACT SHEET-FSC FORM 3
 (Revised 8-30-07)

Name of Project: _____ Bid Number: _____

Bidder's Name: _____

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

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



Bid # _____ PROJECT# _____ FSC FORM 4

Fair Share / Disadvantaged Business Enterprise Compliance Management

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

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

1. Name of Project _____
2. Name of offeror/prime contractor _____
3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply", "install" or "perform particular services"):

_____ at the price of \$ _____

(Name of DBE/FSC Firm)

(Date)

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

(Signature of Owner or Authorized Agent of DBE /FSC Firm)

(Phone Number)

(Fax Number)

AFFIDAVIT OF PRIME CONTRACTOR

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

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

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

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

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

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

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

(Signature of Owner or Authorized Agent)

(Date)

(Phone Number)

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

City of Shreveport

IFB# _____ 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)

(Email Address)

(Fax Number)



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 to: *or* Deliver via other carrier or hand-delivery to:
Purchasing Division Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130 505 Travis St., Suite 610 | Shreveport, LA 71101
Affidavit must be on file in the Purchasing Office before a contract, purchase order or check is issued.

Appendix 3

City of Shreveport

FELONY CONVICTION STATEMENT

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

Bid Number: 19-017

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)

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

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____

Signature of Authorized Owner or Representative

Title

Date

Print Name: _____ Email Address: _____

Fax to: 318-673-5408 OR Email to: angela.mcnicoll@shreveportla.gov (10-23-15)

FROM:

License #

PLEASE RUSH TO:

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

SEALED BID FOR:

IFB Number:

Project Name:

Opening Date:

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

SCOPE

Batteries will be ordered on an as-needed basis.

Batteries designated with an asterisk (*) that are ordered before 2:00 p.m. CST must have same day delivery.

Batteries shall be load tested before leaving vendor. Load test print out shall be attached to the battery when delivered with the date the battery was tested. The date may be handwritten on the load test print out.

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

The acceptable margin difference on requested CCA ratings may be within +/- 5%.

The warranty shall be 18 months except for the AGM batteries which shall be an 18-24 month warranty.

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 bid opening at (318) 673-5450.