

City of Shreveport



REQUEST FOR PROPOSALS

RFP 21-826

BROKERAGE SERVICES FOR INSURANCE COVERAGE
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NOTE: All items listed in Part V must be submitted with your proposal

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

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

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***Required for all RFPs**

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The Felony Conviction Statement (Appendix 3) should be submitted with your proposal. Revised 01-20-21

CITY OF SHREVEPORT-PURCHASING DIVISION

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

November 5, 2021

RFP 21-826

MUST BE RECEIVED NOT LATER THAN 3:00 P.M. (CST) ON: December 9, 2021

PROPOSAL TITLE: BROKERAGE SERVICES FOR INSURANCE COVERAGE

License Classification: Surplus Lines Broker License

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

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

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

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

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

City of Shreveport

Renee Anderson
Interim Purchasing Agent

Important- If you consider the specifications as restrictive or have a problem with this document please contact the Purchasing Agent at least five days before the proposal opening at (318) 673-5450.

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. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable (See Section 8.0) and a searchable electronic copy on two (2) separate CDs or USB flash drives.***
- 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 shay.meadows@shreveportla.gov or fax Shay Meadows at 318-673-5408.
- 6.3 Answers to questions received that should change and/or clarify this solicitation will be provided in writing to all Offerors via an amendment.

7.0 CONFIDENTIAL INFORMATION, TRADE SECRETS, AND PROPRIETARY INFORMATION

- 7.1 The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. **The financial proposal will not be considered confidential under any circumstance.** Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
- 7.2 For the purposes of this procurement, the provisions of the Louisiana Public Records Act (La. R.S. 44.1 et. seq.) shall be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the Proposer at the time of submission of its Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.
- 7.3 The Proposer shall clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as "confidential" in order to claim protection, if any, from disclosure. The Proposer shall mark the cover sheet of the proposal with the following legend, specifying the specific section(s) of the proposal sought to be restricted in accordance with the conditions of the legend:
- 7.4 "The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, the City of Shreveport shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit the City of Shreveport's right to use or disclose data obtained from any source, including the Proposer, without restrictions."
- 7.5 Further, to protect such data, each page containing such data shall be specifically identified and marked "CONFIDENTIAL".

- 7.6 If the Proposer's response contains confidential information, the Proposer should also submit a redacted copy of their proposal along with their original proposal. When submitting the redacted copy, the Proposer should clearly mark the cover as such - "REDACTED COPY" - to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed. The proposer should also submit one (1) electronic redacted copy of its proposal on a USB flash drive. The redacted copy of the proposal will be the copy produced by the City if a competing proposer or other person seeks review or copies of the Proposer's confidential data.
- 7.7 **If the Proposer does not submit the redacted copy, it will be assumed that any claim to keep information confidential is waived.**
- 7.8 Proposers must be prepared to defend the reasons why the material should be held confidential. By submitting a proposal with data, information, or material designated as containing trade secrets and/or privileged or confidential proprietary information, or otherwise designated as "confidential", the Proposer agrees to indemnify and defend (including attorney's fees) the City and hold the City harmless against all actions or court proceedings that may ensue which seek to order the City to disclose the information.
- 7.9 The City reserves the right to make any proposal, including proprietary information contained therein, available to other agencies or organizations for the sole purpose of assisting the City in its evaluation of the proposal. The City shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.
- 8.0 Additionally, any proposal that fails to follow this section and/or La. R.S. 44:3.2.(D)(1) shall have failed to properly assert the designation of trade secrets and/or privileged or confidential proprietary information and the information may be considered public records.

Part II

Introduction

1.0 TERM OF CONTRACT

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

1.2 PRICE CHANGES

1.3 Prices will be firm for the contract term as specified in paragraph 1 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.

2.0 AWARDS

2.1 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.

3.0 EVALUATION OF PROPOSALS FOR MULTIPLE AWARDS

3.1 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.

4.0 PURCHASE ORDER REQUIREMENT

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

5.0 PUBLIC ACCESS TO PROCUREMENT INFORMATION

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

6.0 PAYMENTS DUE THE CITY

6.1 Section 26-211 of the Citys Code of Ordinances requires the following:

6.1.1 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.

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

6.1.3 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.

Part II (cont'd):

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

6.1.5 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.

7.0 ASSIGNMENT

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

8.0 UNSATISFACTORY WORK

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

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

9.1 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.

10.0 JOINT VENTURE

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

10.1.1 Date of formation

10.1.2 Name and address of each venture partner

10.1.3 Principals of each venture partner

10.1.4 Venture partner holding the majority interest in the venture and its percentage of interest

10.1.5 Proposer shall include a copy of the Joint Venture agreement as an attachment to proposal.

PART III

1.0 SCOPE OF WORK

1.1 A single Contractor will be the City's insurance broker of record and shall develop and place the most effective and cost-efficient insurance coverage and provide a range of consulting services associated with the City's property and casualty programs. The Contractor will provide brokerage and consulting services to assist the OCA/DRM in fulfilling its critical role to ensure proper protection of the City's assets and activities on behalf of the City's citizens and taxpayers. The Contractor will provide annual review of risk exposure and program structure, develop recommendations and re-structuring options based on relevant market conditions, market coverages, present the City with competitive quotes with recommendations, and place and service the coverage. Related coverages and services may be added to each program at any time during the contract period and the Contractor must handle all additions.

1.2 The current program consists of coverage for buildings and business property, equipment breakdown/boiler and machinery, fine arts, specialized equipment, business interruption and various specialty lines encompassing all City Departments and associated obligations as follow:

- Building/Business personal property/special form including flood
- Terrorism
- Equipment Breakdown
- National Flood Insurance Program

1.3 The current City casualty program consists of coverage for liability, auto, workers' compensation and various specialty lines encompassing all City Departments and associated obligations as follows:

- Commercial General liability including or independent placement of:
 - Professional Liability
 - Watercraft Liability
 - Public Officials and Employees Liability
 - Employee Benefits Liability
 - Law Enforcement Liability
 - Sexual Abuse and Molestation
 - Dams and Reservoirs
- Medical Malpractice (Fire)
- Aviation Liability
- Cyber Liability
- Automobile Liability and Physical Damage
- Bonds (Fidelity & Surety) and Crime
- Intellectual Property Liability
- Professional Fire Liability
- Crisis Response Management Coverage

2.0 INSURANCE SPECIFICATIONS

2.1 GENERAL COVERAGE PROVISIONS

The following are the general coverage provisions required on all insurance policies requested for the City.

2.2 Inception Date

March 31, 2022 12:01 a.m. CST

2.3 Notice of Cancellation

All policies should be endorsed to require at least a 90-day written notice by the insurer of cancellation, nonrenewal, or material policy change unless the reason for such cancelation is non-payment of premium.

2.4 Notice of Loss

The policy must be endorsed to read:

"It is understood and agreed that knowledge by an agent or employee of the Named Insured, of an accident or event that may give rise to a claim, shall not itself constitute knowledge by the insured unless the Director of Finance and City Attorney of the City of Shreveport has received such notice.

2.5 Blanket Waiver of Subrogation

The policy must include the following blanket waiver of subrogation endorsement (or equivalent waiver contained in the policy form).

"It is understood and agreed that the Contractor (the insurer) hereby waives its right to subrogate if such waiver of subrogation is required by contract."

2.6 Premium Payment

The carrier must indicate whether monthly or quarterly premium payments are allowed, and the terms and conditions (including any and all finance charges, fees, or discounts for full payment at the beginning of the policy period) under which such a plan would operate.

3.0 POLICY SPECIFICATIONS

3.1 General

3.1.1 The named insured on all policies will be:

The City of Shreveport, Louisiana and any affiliated, associated, or subsidiary entity, including subsidiaries of subsidiaries, as now or may be hereafter constituted.

505 Travis Street

Shreveport, LA 71101

3.1.2 The named insured on the Aviation policy shall be the Shreveport Regional Airport and the City of Shreveport, Louisiana, and any affiliated, associated, or subsidiary entity, including subsidiaries of subsidiaries, as now or may be here after constituted.

505 Travis Street

Shreveport, LA 71101

4.0 TERRITORY

United States of America, the District of Colombia and Canada. Transit coverage should be extended to worldwide.

5.0 SPECIAL CONDITIONS ON PROPERTY

5.1 Blanket Property

All real and personal property owned, leased, occupied, used or intended for use by the Named Insured, whether situated, or for which they are legally liable, including improvements and betterment to leased or rented property, blanket fire vehicles, and fire-fighting apparatus and Contractor's Equipment at specified locations.

5.2 Coverage should include protection for:

Newly acquired property to be automatically covered for a period of at least 120 days.

Automatic builders risk protection for new construction and renovation.

Personal property of directors, officers, and employees.

5.3 Perils

“All Risks” of direct physical loss or damage.

5.4 Policy Format

Coverage can be arranged in any appropriate fashion so long as the result is the equivalent of an “all risk” program. A manuscript policy is acceptable or printed forms may be modified by endorsement.

5.5 Program Limits

The amount of blanket insurance available for any one occurrence will be important in evaluating proposals. A blanket limit not less than \$ 815,505,864 is desired for each occurrence. However, it is recognized some underwriters may require sub-limits in which case these should be not less than the following:

\$10,000,000 flood and earthquake annual aggregate separately.

\$1,000,000 transit.

\$1,000,000 property located at unnamed locations.

\$2,000,000 data processing equipment, media and valuable papers and records, and extra expense (per location).

Business Income \$10,000,000

Contractors Equipment \$100,000 per item; \$500,000 Per occurrence

5.6 Deductibles

Various deductible options are invited for \$10,000, \$25,000 and, \$50,000 not to exceed \$50,000 per occurrence. Evaluation of proposals will consider the cost benefit of each option.

Debris Removal: Extend the policy to cover the following expenses incurred by the Insured:

Cost of removal of debris of covered property.

Cost of removal of debris of property not insured from the premises of the Insured.

Cost of restoration of land.

5.7 Extra Expense

Extend the policy to cover the following extra expenses incurred by the Insured.

The actual and necessary extra expense incurred to continue operations due to loss caused by or resulting from covered causes of loss to covered property at 100% percent throughout the entire period of Restoration.

5.8 Loss of Income

Extend the policy to cover the actual loss of income incurred due to the suspension of operations during the period of Restoration resulting from a loss caused by or resulting from a covered cause of loss to covered property.

5.9 Valuable Papers & Records

Extend the policy to pay for loss to valuable papers and records from risk of direct physical loss. Recovery to be the cost to repair or replace with other property of like kind and quality and, if necessary, the cost of gathering, reconstructing and assembling any lost information.

- 5.10 Accounts Receivable
Extend the policy to pay for loss to Accounts Receivable Records from risks of direct physical loss in the following amounts:
All amounts due from City customers that the City is unable to collect;
Interest charges on any loan required to offset the amounts the city is unable to collect pending payment of these amounts; by the insurance company;
Collection expenses in excess of the City's "normal" collection expenses that are made necessary by the "loss"; and
Other reasonable expenses that the City must incur to re-establish records of Accounts Receivable.
- 5.11 Demolition and Increased Cost of Construction
Extend the policy to cover:
Loss occasioned by the enforcement of any law or ordinance which necessitates the demolition of any portion of any building or structure (or removal of contents thereof) which has not suffered damage by any of the perils insured.
Loss occasioned by the increased cost of repair, rebuilding or construction of any building or structure resulting from the enforcement of any law, ordinance or regulation concerning the construction or repair of damaged buildings or other structures.
Any increase in business interruption, extra expense, or rental value lost due to additional time required to comply with any law or ordinance.
- 5.12 Co-insurance: None, or removed by agreed amount provision. There is to be no monthly extra expense limitation.
- 5.13 Loss Settlement: Physical Damage: Full cost of repair or replacement for real and personal property. Remove any limitation that the facility must be reconstructed on the same premises.
There shall be no reductions for depreciation or reductions of any kind in the event of a loss occurrence involving multiple locations.
- 5.14 Data Processing Media and Valuable Papers and Records:
The cost to reconstruct, repair or replace the property with other of like kind and quality, including the cost of research, gathering or assembling documents and data.
- 5.15 Exhibitions and Displays: Replacement cost to the Insured.
- 5.16 Other Property: Appraised value or, absent any appraisal, fair market value at time of loss.
- 5.17 Fire Vehicles and Apparatus: Actual cash value at time of loss.
- 5.18 Contractor's Equipment: Actual cash value at time of loss.
- 5.19 Loss Payment: All loss payments to be made to the order of City of Shreveport.
- 5.20 Period of Loss/Restoration: The time during which loss may be claimed by the Insured shall not exceed the time actually required to reconstruct, repair or replace the damaged or destroyed property with due diligence and dispatch.
- 5.21 Control of Damaged Goods: Include coverage which allows the insured to retain title and control over the disposal of any merchandise damaged by an insured peril.
- 5.22 Notice of Loss: The Insured shall report to the insurer every loss or damage which may become a claim as soon as practicable after it becomes known to the risk manager.

- 5.23 Cancellation Non-renewal or Alteration in Coverage: Written notice of 90 days must be given the risk manager in the event of total or partial cancellation of the policy by insurer or intent not to renew upon expiration of material alteration in coverage.
- 5.24 Errors/Omissions: The policy shall not be vitiated by any unintentional error, or omission or oversight by the Insured in making any reports or declarations.
- 5.25 Loss Prevention Service: Indicate the scope and frequency of loss prevention engineering, inspection or appraisal services included in the cost proposal.
- 5.26 Claims Adjusting Service: Indicate the geographic capabilities of in-house adjusting services. If independent adjusting firms are to be used instead of staff adjusters, the carrier must agree that prior to assignment of an independent adjusting firm that such assignment shall be mutually agreed upon between the insured and the carrier. Insured shall not unreasonably fail to agree with carrier on such assignment.
- 5.27 Joint Loss /Agreement: If the property and boiler and machinery insurance companies are different, there must be a joint loss agreement.
- 6.0 SPECIAL CONDITIONS ON CASUALTY POLICY CURRENT POLICY PERIOD
- 6.1 Policy limits of \$10,000,000 per occurrence for General Liability
- 6.2 Self-insured retention of \$1,000,000.
- 6.3 Policy limits of \$10,000,000 per accident for Automobile
- 6.4 Self-insured retention of \$500,000.
- 6.5 Policy limits of \$10,000,000 per occurrence for Employment Liability retro 3/17/2011
- 6.6 Self-insured retention of \$1,000,000.
- 6.7 Policy limits for Sexual Abuse \$2,000,000 per claim
- 6.8 Self-Insured retention of \$100,000.
- 6.9 Policy Limits for Public Officials Liability \$10,000,000 per occurrence. Self-insured retention of \$1,000,000.
- 7.0 SPECIAL CONDITIONS ON CYBER POLICY. CURRENT POLICY PERIOD
- 7.1 Policy limits of \$1,000,000; retention \$25,000.
- 8.0 SPECIAL CONDITIONS ON AUTO PHYSICAL CURRENT POLICY PERIOD
- 8.1 Valuation-\$7,897,375 Comprehensive and collision; retention \$5,000
- 9.0 SPECIAL CONDITIONS ON TERRORISM CURRENT POLICY PERIOD
- 9.1 Policy limits of \$2,500,000 per occurrence/Property damage limits of \$5,000,000 per occurrence; deductible of \$5000.
- 10.0 SPECIAL CONDITIONS ON BOILER AND MACHINERY CURRENT POLICY PERIOD
- 10.1 \$150,000,000 total limit per breakdown
- 10.2 Various deductibles are invited of \$10, \$15, or \$25,000 and not to exceed \$25,000.00
- 11.0 SPECIAL CONDITIONS ON CRIME CURRENT POLICY PERIOD
- 11.1 \$250,000 Employee Theft, In Transit, On Premise, Forgery or Alteration; retention \$1,000
- 11.2 \$100,000 Social Engineering Fraud; retention \$5,000.
- 12.0 SPECIAL CONDITIONS ON DISASTER MANAGEMENT. CURRENT POLICY PERIOD
- 12.1 \$2,000,000 per occurrence
- 13.0 SPECIAL CONDITIONS ON POLLUTION LIABILITY. CURRENT POLICY PERIOD

- 13.1 Policy limit of \$1,000,000 per pollution condition or indoor environmental condition
- 13.2 Retention of \$25,000.
- 14.0 SPECIAL CONDITIONS ON PROFESSIONAL LIABILITY AND EXCESS SPD
- 14.1 Each occurrence limit of \$1,000,000/\$3,000,000 aggregate; excess \$5,000,000/\$5,000,000; deductible of \$25,000
- 15.0 SPECIAL CONDITIONS ON SHREVEPORT REGIONAL AIRPORT/PORTABLE EQUIPMENT & AUTO. CURRENT POLICY PERIOD
- 15.1 Covered autos \$1,000,000 per accident; deductible of \$2,000
- 16.0 SPECIAL CONDITIONS ON AVIATION COMMERCIAL GENERAL LIABILITY. CURRENT POLICY PERIOD
- 16.1 Primary limits; \$200,000,000 each occurrence limit
- 16.2 \$200,000,000 products/completed operation aggregate
- 16.3 \$50,000,000 personal injury & Advertising /passenger misdirection included
- 16.4 \$1,000,000 discrimination & humiliation
- 16.5 \$10,000 Premises medical payments/each person
- 16.6 \$50,000 incidental medical malpractice
- 16.7 \$150,000 Fire legal liability
- 16.8 \$200,000,000 Hangar keeper's liability
- 16.9 \$150,000,000 War, Hi-Jacking & other perils
- 16.10 Excess limits of \$50,000,000 Employer's liability coverage
- 16.11 Excess of \$1,000,000 Primary-Excess of \$1,000,000 Self-insured retention
- 16.12 \$50,000,000 excess on premises automobile liability coverage
- 16.13 \$1,000,000 excess auto over Fire Trucks
- 16.14 \$10,000,000 Air meet/Balloon Meet
- 16.15 \$5000 deductible per occurrence for General Liability and Hangar keepers
- 17.0 SPECIAL CONDITIONS ON AUTO & PORTABLE EQUIPMENT FOR FIRE VEHICLES. CURRENT POLICY PERIOD
- 17.1 Policy limit \$1,000,000 per accident; deductible \$1,000. Replacement costs on portable equipment; deductible \$100
- 18.0 **TASKS AND SERVICES**
 The Contractor shall provide, at minimum, the following services for OCA/DRM:
 - A. Act as a broker of record for new coverages placed during the contract term.
 - B. Analyze exposure, claims, coverage forms, and current program data to determine various options in property and casualty program structures and provide recommendations to make the program more efficient and effective.
 - C. Identify programs, products, and markets capable of meeting the City's coverage needs. Make recommendations regarding quality of markets, limits and differences in various markets' terms and conditions.
 - D. Offer creative solutions and innovative suggestions for OCA/DRM to consider.

- E. Assist OCA/DRM in identifying and organizing pertinent information in order to more effectively market the property and casualty coverage programs. Coordinate the collection of data to include in any market solicitations.
- F. With authorization, solicit quotations for the programs. Act as an advocate for the City in communications with the markets and intermediaries, including negotiations of the lowest possible fees and/or deductible options. OCA/DRM reserves the right to participate in the broker meetings with market representatives to assist in the solicitation of the program.
- G. For insurance coverage placement, a maximum 10% commission rate will be allowed for those placements utilizing a foreign wholesale/intermediary broker. All foreign wholesale/intermediary compensation must be pre-agreed by OCA/DRM and fully disclosed. For all premiums placed through domestic brokers that have a commission component, this commission must be identified and refunded to OCA/DRM.
- H. Compile quotations for the program in an Excel spreadsheet. Where there are an adequate number of markets to do so, provide multiple quotes for competitive purposes. In the event that this requirement is not possible or recommended, the Contractor must submit an explanation/recommendation to OCA/DRM for approval. For those markets that decline to offer a quote on coverage, documentation from the market indicating why they chose not to quote must be provided.
- I. Consider quotes from all qualified markets. All contacts from qualified and non-qualified markets must be documented and the Contractor must provide all results to OCA/DRM.
- J. Upon authorization, bind the program as directed by OCA/DRM and/or FINANCE DIRECTOR. Bind and/or Binders and/or confirmation of coverage shall be required upon placement.
- K. Review and verify coverage documents received from all bound markets. Determine the coverage placed is correct and verify accuracy of price, rating classification and exposure.
- L. In addition to the original paper copies, deliver electronic copies of all coverage documents. All documents shall be submitted electronically within 90 days of their effective date. All coverage placed with multiple layers must include an Excel graphic display of the placement showing markets, policy numbers, limits, premiums, taxes, fees and commissions, if applicable, per layer.
- M. The Contractor is prohibited from accepting any contingent income, profit sharing, enhanced commission, or other forms of hidden income associated with this contract. Confirm that compensation, including direct and contingent, on all market proposals has not been assessed or has been credited to the premium billed.
- N. Ensure the timely billing of all documents and endorsements to OCA/DRM and assist with premium allocations or breakdowns by agency for internal OCA/DRM billing purposes. In the event a Notice of Cancellation has been issued due to nonpayment of premium, work with OCA/DRM to resolve the situation and, to the extent possible, make a payment on behalf of the OCA/DRM.
- O. Prepare certificates of insurance and endorsements, as requested, within 48 hours on a normal schedule and within 12 hours on a rush schedule.
- P. Ensure proper service from markets on coverage placed and endorsements requested.
- Q. Assist OCA/DRM when other related coverage needs to be added during the term of the contract, at no additional cost.
- R. Develop a strategy for any upcoming renewal during the contract period to be presented in writing to OCA/DRM a minimum of 90 calendar days before expiration. Include and identify any intended intermediaries used in the solicitation process.
- S. Disclose coverage additions and coverages restrictions on all renewal quotes in a chart format as compared to the expiring coverage.
- T. Assist OCA/DRM with reporting of claims. Be an advocate for the City on any disputed or problem claims. OCA/DRM's third-party administrator shall report the claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. OCA/DRM shall report litigated claims to the Contractor and the Contractor will be responsible for the reporting of all claims to the markets. In the event of an incident of high severity, act as an intermediary and advocate for the City with the markets to facilitate communication, data exchange, and prompt resolution of claims.

- U. Monitor claims submitted to the markets to ensure they are properly handled and responded to in a time manner. Provide confirmation to OCA/DRM with the markets on all claims, including claim number and representative contact information.
- V. As requested by OCA/DRM, obtain clarification regarding coverage or claims questions.
- W. Provide annual loss runs for each policy a minimum of 60 calendar days before expiration, including any prior year with open losses. These reports shall reflect claims opened and closed and claims reserved and paid by policy year (including all allocated loss adjustment expenses) until all claims are closed. These reports shall be cumulative for the coverage year and not just activity for the year. At OCA/DRM's request, loss runs shall be provided at any time during the year.

Information to be reflected on the quarterly report for each individual claim shall include but not be limited to the following:

- Date of Loss;
- Status of claim (open, closed, reopened);
- Brief description of loss;
- Name of City Department;
- Amount of claim as indicated below (by coverage code, if coverage code is applicable);
 Total Incurred;
 Amount paid;
 Amount reserved;
 Amount recovered;
 Amount of loss adjustment expenses; and
 Net incurred.

- X. Advise OCA/DRM on a semiannual basis, or as requested, about current developments in the marketplace as to coverages, forms, availability, pricing, or other significant developments that would impact the City or vendors/contractors dealing with the City.
- Y. Assist OCA/DRM with property-related and casualty-related training classes as needed for City department personnel. Training on specific topics may be determined by OCA/DRM or recommended by the Contractor.
- Z. Provide risk management and professional services, as requested by OCA/DRM, including, but not limited to, identifying and minimizing loss potential, conducting and/or reviewing property inspections, reviewing casualty exposures, researching alternative risk transfer techniques, attending meetings with City departments, markets, or other consultants.

19.0 DELIVERABLES

- A. Key Deliverables
 - 1) Contractor shall bind coverage as agreed upon OCA/DRM within five (5) calendar days of OCA/DRM's approval.
 - 2) All coverage documents shall be received (electronically) within 90 calendar days of their effective date.
 - 3) All certificates of insurance and endorsements shall be received within 24 hours on a normal schedule and within 12 hours on a rush schedule.
 - 4) The Contractor will report all claims within 12 hours to the applicable markets when notified by OCA/DRM and/or OCA/DRM's TPA.
- B. Additional Deliverables
 - 1) Claims history and loss runs shall be submitted annually, a minimum of 60 calendar days before expiration, and at any time upon request by ORM.

- 2) Premium rates and commission rates shall be reported per market per layer on the bound insurance program within thirty (30) calendar days of binding. The preferred method of reporting is an Excel spreadsheet.
- 3) All requested reports, analyses, and recommendations shall be submitted in a timely manner as determined by OCA/DRM and communicated to the Contractor.

20.0 MANDATORY MINIMUM QUALIFICATIONS OF PROPOSER

Proposers must meet the following minimum qualifications. Failure to respond or to comply with any of the following will result in disqualification of the proposal.

- The proposer must have professional liability (error and omissions) coverage with a limit of at least \$5,000,000 per occurrence. Proof of such coverage must be submitted with the proposal.
- The proposer must have experience in structuring, placing, binding and servicing complex commercial property and casualty insurance programs. At least one (1) example of such experience must be a public entity. Reference information must be listed for each example and should include the organization name, contact name, title, telephone number, and email address, along with the number of years as a client. All references must not be from a person, company or organization with any interest, financial or otherwise, in the proposer's organization.
- The proposer must provide paper copies of, or an internet link, to two (2) years of annual financial statements, beginning with the most recently completed year (audited, if available). The financial statements should be detailed enough for OCA/DRM to analyze and assess the Proposer's financial position. Financial statements of the parent company are acceptable. If a parent company's financial statements are submitted, an official document(s), such as an annual report or a Secretary of State's registration, must also be submitted.
- The proposer must have a surplus lines broker's license. Proof of such license is required and must be submitted with the proposal.

PART IV- EVALUATION CRITERIA

RFP#: 21-826 Title of RFP: Brokerage Services for Insurance Coverage

Evaluator: _____ Phone #: _____

Date: _____ Company Name: _____

		POINT RANGE	POINTS ASSIGNED
1	Qualifications of project personnel and Offerors ability to commit a capable staff and support for a project of this size under the time constraints as listed in the RFP. Also, commitment to change computer system to accommodate the processing of data during the current year and beyond.	0-40	
2	Approach and Methodology	0-30	
3	Experience and capacity of Offeror, including recent and related experience.	0-20	
4	Demonstrated understanding of the problems and needs presented by the project.	0-10	

TOTAL POINTS: 100 Points

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 four printed pages.**
- 1.1.3 ___ Provide number of years in business, office location, email address, and financial stability of company.
- 1.1.4 ___ Briefly state your firms understanding of the work to be done, and make positive commitment to perform the work.
- 1.1.5 ___ Identify your proposals principal strengths and weaknesses.
- 1.1.6 ___ Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses, and telephone numbers.
- 1.1.7 ___ State whether or not your firm has been involved in any litigation and/or has been disqualified by any agency within the past five (5) years, because of your performance. Explain fully if your firm has been involved in any litigation and/or has been disqualified.
- 1.1.8 ___ Indicate the number and dates of amendments that you have received. **(end of transmittal letter)**

- 1.2 Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A.**
- 1.3 Document five of Offerors prior similar projects with name, address, and phone number of a contact with whom City can discuss Offerors past performance using the format of **Exhibit B.**
- 1.4 Submit qualifications of personnel that will work on this project using the format of **Exhibit C.**
- 1.5 Provide Acknowledgement/Certifications using **Exhibit D.**
- 1.6 Must submit copy of active surplus lines broker's license.
- 1.7 Provide proof of Financial Stability. If submitting financial statements of the parent company, also submit an annual report and/or proof of Secretary of State registration.
- 1.8 Provide completed Fair Share forms (Appendix 1) which includes the amount and percentage of commitment.
- 1.9 Submit Appendix #3 - FELONY CONVICTION STATEMENT.
- 1.10 List any exceptions to this RFP (and/or the City's Standard Agreement).
- 1.11 Other information and materials which the Offeror wishes to submit in support of this proposal, qualification, etc.
- 1.12 Each Proposer shall submit one (1) signed original response. Five (5) additional copies of the proposal should be provided, as well as one (1) redacted copy, if applicable, and provide an electronic copy (CD or USB flash drive) of your response in an ATTACHED (NOT LOOSE) pocket file with each copy of your proposal.

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 11-10-2020)

Applies to IFB, RFP, RFS, and RFQ Documents except when a Commodity Purchase or if for the Airport.

1.0 DEFINITIONS

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

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

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

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

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

1.6 Contact Jeanetta Scott... 318-673-5060

1.6.1 Fair Share Office

1.6.2 505 Travis Street, Suite 260

1.6.3 Shreveport, LA 71101

1.6.4 FSC Application Affidavits maybe downloaded at::

www.shreveportla.gov/FairShareApp

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

1.8 **S/DBE-is** Small Disadvantaged Business Enterprise (again, specific to Federally-Funded Projects - a group that is defined by the Government as "presumptively disadvantaged" by provisions of CFR 49). **DBE applications may be obtained as follows:** <http://www8.dotd.louisiana.gov/UCP/UCPdownloads.aspx>

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

2.0 PURPOSE OF THE PROGRAM

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

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

2.3 All efforts must be documented.

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

3.0 FAIR SHARE CONTRACT CLAUSES

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

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

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

3.1.3 PLEASE CALL THE FAIR SHARE OFFICE AT (318) 673-5060 OR THE PURCHASING DIVISION AT (318) 673-5450 IF YOU HAVE ANY QUESTIONS.

3.2 Prompt Payment Clause

- 3.2.1 The City of Shreveport will, after acceptance of goods or services and the receipt of a proper invoice from the contractor, process request for payment, said payment to be paid within thirty (30) days.
- 3.2.2 Prime contractors shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) business days of receipt of payment to the prime contractor from the City.
- 3.2.3 Upon satisfactory completion of a contract, the City and/or prime contractor will ensure that any retainage payments are returned within thirty (30) business days.
- 3.2.4 Failure to comply with the terms of this requirement may be grounds for termination of the contract by the City.
- 3.3 **Affirmative Action Clause**
- 3.3.1 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
- 3.3.2 The contractor shall carry out applicable requirements of the appropriate funding guidelines for each contract. Failure by the contractor to carry out these requirements is a material breach of the contract which may result in the termination of this contract or such other remedy as the City deems appropriate.
- 3.4 **Participation of Small Disadvantaged Business Concerns**
- 3.4.1 It is the policy of the City of Shreveport that all prime contractors and service providers utilize qualifying small disadvantaged business concerns.
- 3.4.2 The City has set a goal of 25% for participation of these said business concerns in all City-let contracts and/or purchases.
- 3.4.3 Specific goals are set on federally funded contracts as determined by the regulating federal agency and language to that effect shall be included in those contracts.
- 3.4.4 Failure by a contractor or service provider to include these designated businesses could constitute breach of contract and result in remedial action.
- 3.4.4.1 Assurance of utilization of FSC, S/DBE, and DBE subcontractors is given through FSC FORM 4, Letter of Intent.
- 3.5 **Subcontractor Payment Certification**
- 3.5.1 Every contract by the City for the performance of work will contain a provision requiring the prime contractor to certify in writing that all subcontractors and suppliers have been paid for work and materials from previous progress payments received (less any retainage) by the prime contractor prior to receipt of any further progress payments.
- 3.5.2 In the event a contractor is unable to pay subcontractors or suppliers until it has received a progress payment from the City, the prime contractor shall pay all subcontractors or suppliers funds due, from said progress payments within forty-eight hours of receipt of payment from the City.
- 3.5.3 During the contract and upon completion of the contract, the City may request documentation to certify payments to subcontractors or suppliers. This provision in no way creates any contractual relationship between any subcontractor and the City or any liability on the City for the contractor's failure to make timely payment to the subcontractor.
- 3.6 Fair Share Certified (FSC), S/DBE or DBE PARTICIPATION-GOOD FAITH EFFORT REQUIREMENTS
- 3.7 PRE-BID EFFORTS REQUIRED REGARDING S/DBEs or DBEs
- 3.8 Bidders are **required** to contact, and make good faith efforts to contract with City and Louisiana Unified Certification Program (LAUCP) Certified FSC, S/DBE or DBE firms for each division of work identified in these documents which will be performed by a subcontractor.
- 3.9 A list of FSC, S/DBE or DBE contractors specializing in the divisions of work identified for subcontracting on this project can be found at the following Web Sites...City Projects: <http://www.shreveportla.gov/141/online-database> Federal Projects: <http://www8.dotd.louisiana.gov/ucp/>
- 3.10 These requirements are contractual obligations and are included in all contracts.
- 3.11 Failure to comply may result in a finding of breach of the contract, disqualification of the bidder to bid on future contracts, or a claim for damages.

3.12 Who to contact

3.12.1 For each division of work identified in these documents that will be performed by a subcontractor, Bidders must contact:

3.12.2 Every FSC, S/DBE or DBE firm that attended the pre-bid meeting (if one was held) which specializes in a division of work that will be subcontracted, and

3.12.3 In addition to the above, a minimum of five (5) other FSC, S/DBE or DBE firms.

3.12.4 If there are less than 5 firms listed for a particular division of work, all of the subcontractors in that division must be contacted.

3.13 When to contact

3.13.1 All Bidders must provide project information to FSC, S/DBE, or DBE firms in sufficient time to permit the firm to have an equal opportunity to compete for work that the successful bidder will subcontract together with the date and time that subcontractor's bids are due.

3.13.2 The first documented contact with each FSC, S/DBE, or DBE firm must be at least seven (7) working days before bid opening.

3.14 How to contact

3.14.1 First contact: Bidders shall contact FSC, S/DBE or DBE subcontractors by letter or fax to advise them of potential subcontracting opportunities.

3.14.2 Follow-up: Bidders shall follow up with telephone calls to each FSC, S/DBE, or DBE firm contacted to determine if a bid will be submitted or if further information is required.

3.14.3 A firm need not be contacted if that firm responds to the first contact with a statement that the firm will not bid on this project.

3.15 What information must be provided

3.15.1 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**

4.0 **ADDITION/REPLACEMENT OF SUBCONTRACTORS AFTER SUBMISSION**

4.1.1 The successful bidder will not be permitted to add or replace a subcontractor without the consent of the DBE Compliance Manager and/or the Fair Share Office and the Originating Department.

4.1.2 If any subcontractor is added or replaced after the contract award, the contractor shall make good faith efforts to contract with another FSC, S/DBE, or DBE for the work to be performed by that subcontractor.

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

5.0 **DOCUMENTATION OF GOOD FAITH EFFORTS**

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

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

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

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

5.1.4 **LETTER OF INTENT-FSC FORM 4.** Submit a signed **FSC FORM 4**, Letter of Intent indicating FSC, S/DBE and DBE Subcontractors and Sub-Subcontractors along with the scope of work to be performed and price/cost of goods or services to be performed by the Subcontractor. There must be a separate Letter of Intent for each FSC, S/DBE or DBE Subcontractor or Sub-subcontractor. This **letter of Intent** must be submitted within 72 hours of the bidder being designated as "the apparent lowest construction/service provider bidder", or his/her bid **will** be declared non-responsive.

- 5.1.5 Failure to submit these documents shall make a bid non-responsive and the apparent lowest bidder ineligible to receive an award of the contract.
- 5.1.6 The Purchasing Agent and/or the DBE Compliance Manager and/or the Fair Share Office shall have the right to seek clarification to assure good faith effort compliance.
- 6.0 **DOCUMENTS TO BE SUBMITTED AFTER CONTRACT AWARD.**
- 6.1.1 **MONTHLY SUBCONTRACTOR PAYMENT UTILIZATION REPORT-FSC FORM 5:** All subcontractors (including FSC, S/DBE, or DBE firms) and second tier subcontractors shall be reported on the FSC **FORM 5** as well as contract amounts and payments.
- 6.1.2 **Copy of letter or fax sent to FSC, S/DBE, or DBE firms:** *When requested, provide one copy of the letter or fax sent to FSC, S/DBE or DBE firms to solicit bids for this project. If more than one form of letter or fax was sent, submit a copy of each form sent.*
- 6.2 **Optional Good Faith Efforts**
- 6.2.1 Contractors should consider efforts such as:
- 6.2.2 Did the contractor advertise in general circulation, trade association, and small disadvantaged-focus media concerning subcontracting opportunities?
- 6.2.3 Did the contractor provide written notice to a reasonable number of specific FSC, S/DBEs, or DBEs that interest in the contract was being solicited, in sufficient time to allow the FSCs, S/DBEs, or DBEs to participate effectively? (NOTE: It is recommended that certified mail be used to provide documentation).
- 6.2.4 Did the contractor follow up initial solicitations of interest by contacting FSC, S/DBEs or DBEs to determine certainty whether the FSCs, S/DBEs or DBEs were interested?
- 6.2.5 Did the contractor select portions of the work to be performed by FSCs, S/DBEs, or DBEs, including, where appropriate, breaking down contracts into economically feasible units to facilitate participation?
- 6.2.6 Did the contractor provide interested FSCs, S/DBEs, or DBEs with adequate information about the plans, specifications, and requirements of the contract?
- 6.2.7 Did the contractor negotiate in good faith with interested FSCs, S/DBEs, or DBEs, not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities?
- 6.2.8 Did the contractor make efforts to assist interested FSCs, S/DBEs, or DBEs in obtaining bonding, lines of credit, or insurance required by the recipient or contractor?
- 6.2.9 Did the contractor effectively utilize the services of available community organizations; contractors' groups; local, state, and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of FSCs, S/DBEs, or DBEs?

END

RFP NO. 21-826

EXHIBIT A

PAGE _____ of _____

COMPANY _____

NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

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

OFFERORS EXPERIENCE

Provide experience in structuring, placing, binding and servicing complex commercial property and casualty insurance programs. At least one (1) example of such experience must be a public entity. Reference information must be listed for each.

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

Organization	Public Entity? Y / N
Point of Contact	No. Years as Client
Title	
Phone Number	
Email Address	

PERSONNEL STAFFING

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

Name	Resume Attached	Y / N
Title	No. Years with Firm?	
Experience		

ACKNOWLEDGEMENT

_____ (initial) **Access to Records and Reports.** The Bidder agrees to provide the City of Shreveport, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Bidder which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The Bidder agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Bidder agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Proposer agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

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 enter into contract with
the City of Shreveport

Title

Company

Authorized Signature (typed/printed)

State Contractors License Number

Telephone

Fax Number

Emergency Number(s)

Date

Email Address

Offerors Federal Employer I.D. Number

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: 21-826

Project Name: **BROKERAGE SERVICES FOR INSURANCE COVERAGE**

Opening Date/Time: _____

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

EXHIBIT E

City of Shreveport

COMPLIANCE AGREEMENT-FSC FORM 1

RFP Number: 21-826 (Revised 9-10-07)

By signing this document, the bidder hereby certifies, understands, and affirms that:

- 1.0 It has not discriminated against any FSC, S/DBE, or DBE firms in awarding subcontracts for this project.
- 2.0 The good faith efforts requirements are contractual obligations that must be fulfilled whether or not listed on these forms.
- 3.0 **The apparent lowest construction/service provider bidder shall be required to complete/submit Fair Share Forms 1 through 4 within 72 hours after notification. If additional information is needed, it must be turned in within 24 hours or the bid will be declared as non-responsive when additional time is not approved by the Fair Share office.**
- 4.0 Failure to provide information may result in a loss of the bidder's bid bond.
- 5.0 Replacement of a subcontractor during contract performance without: a) obtaining the prior written consent of the DBE Compliance Manager and/or the Fair Share Office and the originating department; and b) subsequent good faith efforts in selection of a replacement; is prohibited and a breach of contract. **See UTILIZATION/CONTRACT TRACKING-FSC FORM 2 AS REQUIRED FOR ALL SUBS/SUB of SUBS.**
- 6.0 Consideration was given to waiving bonding requirements for FSC, S/DBE, or DBE subcontractors.

And, Executes this Compliance Agreement as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____
Signature of Authorized Owner or Representative Title Date

Print Name: _____

City of Shreveport

UTILIZATION/CONTRACT TRACKING-FSC FORM 2

This multipurpose form is used to list all types of subs and changes to their status for Fair Share and Contract Tracking Reporting. (Revised 1/20/2021)

1. IFB/RFP/RFS/RFQ # (Circle 1) 21-826 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 # _____	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 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)

SUBCONTRACTOR PAYMENT AND UTILIZATION REPORT – FORM 5

(Revised 6/20/2020)

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 <small>(Previous Total to Date+(7))</small>	(9) Remaining Subcontract Amount (8-6)
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							
	<input type="checkbox"/> FSC <input type="checkbox"/> DBE <input type="checkbox"/> SBE							

<p>This worksheet assumes a 5% retainage.</p> <p>Changes to Contract: Replacement, substitution, or addition to FSC, S/DBE or DBE firms must be handled in conformance with the contract documents.</p> <p>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.</p> <p>Printed Name of Authorized Contractor Representative: _____</p> <p>Authorized Signature of Contractor Representative: _____</p> <p>Date: _____</p> <p>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.</p>	<p>Notary Public Use Only:</p> <p>State of _____</p> <p>Parish / County of _____</p> <p>Subscribed and sworn to (or affirmed) before me this _____ day of _____ in the year of _____</p> <p>Signature of Notary Public: _____</p>
--	--

INSTRUCTIONS FOR COMPLETING FSC FORM 5 SUBCONTRACTOR PAYMENT AND UTILIZATION

(Revised 6/20/2020)

1.0 FORM 5 GENERAL INSTRUCTIONS

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

2.0 FORM 5 SPECIFIC INSTRUCTIONS

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

- 2.14 CURRENT PERIOD CONTRACTOR WORK COMPLETED: Enter the amount paid to the subcontractor during the current reporting period. If the reporting period is June 1, 2020 thru June 30, 2020 and you paid your subcontractor during that period, that is the amount you enter in this section. ONLY the current period amount paid to the subcontractor. Note: If you do not have any payments made to the subcontractor in the current period, you must enter "0".
- 2.15 CUMULATIVE ACTUAL SUBCONTRACTOR WORK COMPLETED TO DATE: Add the Cumulative amount paid to the subcontractor from the previous reporting period form 5 (Previous month Payment Application) to the current period amount paid to the subcontractor from the current form 5 (Current Payment Application). The total of the two is entered here. This should be the total amount paid to subcontractor including the current period.
- 2.16 REMAINING SUBCONTRACTOR AMOUNT: This is a calculated field in form 5. This calculation is the sum of the revised contract amount (Column 6) minus total work completed (Column 8). If filling form 5 out manually please fill in based on the calculation listed above.
- 2.17 PRINTED NAME OF AUTHORIZED CONTRACTOR REPRESENTATIVE: Enter the printed name of responsible party having signature authority and acting as contractor representative on behalf of the contractor. Note: This can be entered electronically.
- 2.18 AUTHORIZED SIGNATURE OF CONTRACTOR REPRESENTATIVE: This signature line must be physically signed by the person having signature authority and acting representative on behalf of the Contractor. Note: This signature must match the printed name.
- 2.19 DATE: Enter the date in which form 5 was signed by the contractor authorized representative.
- 2.20 NOTARY PUBLIC: Contract must have this section completed by a licensed Notary Public before submittal.
- 2.21 RETENTION: Form 5 assumes 5% retention has been withheld from subcontractor payments.
-

END



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.

City of Shreveport

FELONY CONVICTION/E-VERIFY AFFIDAVIT

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

RFP Number: 21-826

By signing this document in accordance with La. R.S. 38:2227, the appearer, as a proposer 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 proposer 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: shay.meadows@shreveportla.gov (10-23-15)