

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

October 31, 2008

TO: Prospective Consultants

You are invited to submit a response for **RFS # 08-705 Tennis Professional for Bill Cockrell Tennis Center**. A complete Request for Statement of Qualification package is attached for use in preparing your response.

Please make **single-sided copies** of the Transmittal Letter. Submit these with any other documentation and **return one clearly identified original and six (6) copies** on or before the date/time as shown on page number two (2). 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.

This solicitation does not commit the City to award a contract, to pay any costs incurred in the preparation of a response, or to contract for the services. The City reserves the right to accept or reject any or all responses received as a result of this request, to waive informalities, to negotiate with all qualified tennis professionals (hereinafter "contractor"), or to cancel in part or in its entirety, if it is in the best interest of the City to do so. The selected consultant will be requested to adhere to the City's Fair Share Program requirements.

Sincerely,

Senior Buyer

Attachment: Return Envelope Format (one page)
Revised 7-22-08

City of Shreveport
REQUEST FOR STATEMENT OF QUALIFICATIONS

SEALED QUALIFICATION STATEMENTS, addressed to the Purchasing Agent for the City of Shreveport must be received in the Purchasing Division, Government Plaza, Suite 610, 505 Travis Street, 8Shreveport, Louisiana 71101, **not later than 3:00 p.m. on November 25, 2008**, for the following project:

RFS #08-705

Services for Tennis Professional for Bill Cockrell Tennis Center. Telephone inquiries should be directed to Patrick Wesley in SPAR office 318-673-7838. Maximum Fee: \$25,000.00

Interested parties may obtain the RFS requirements by visiting the office of the Purchasing Agent at Government Plaza, Suite 610, or by faxing your request to Pam Sanchez at 318-673-5408, or you may download from our web site at www.shreveportla.gov. **It shall be the interested parties' responsibility to make inquiry as to the Addenda issued.** All inquiries pertaining to this solicitation shall reference the RFS number as shown above. **The successful firm will be expected to adhere to the Fair Share Requirements.**

Before the contract is awarded the contractor shall pay all taxes, licenses, fees, and other charges which are outstanding and due to the City. Questions seeking clarification of an aspect of this request for qualifications may be submitted to above fax number. The City reserves the right to reject all qualification statements and to waive minor informalities and irregularities.

Tom Mattox, CPPO, C.P.M.
Purchasing Agent

Advertise: 10-31-08

CITY OF SHREVEPORT
REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
TENNIS PROFESSIONAL SERVICES

1.0 **PURPOSE**

- 1.1 The City of Shreveport is seeking the services of interested and qualified Contractor to perform the required services for the following project.
- 1.2 The City of Shreveport Public Assembly and Recreation Division is conducting a competitive selection process to obtain these services.
- 1.3 It is the City's intent to use the competitive RFS selection process described herein to select a qualified firm to provide the described services.

2.0 **PROJECT NAME**

- 2.1 RFS #08-705 Services of a Tennis Professional for the Bill Cockrell Tennis Center

3.0 **MAXIMUM FEE:** \$25,000.00

4.0 **PRIMARY DISCIPLINE(S) REQUIRED**

- 4.1 Tennis Professional Services

5.0 **INTENT OF REQUEST FOR QUALIFICATIONS**

- 6.0 Shreveport Public Assembly and Recreation (SPAR) is seeking a qualified individual for the project listed above.

7.0 **INSURANCE REQUIREMENTS**

- 7.1 The contractor shall at their own expense provide and maintain certain insurance in full force and effect at all times during the term of this Agreement and any extensions thereto.

7.2 Such insurance, at a minimum, must include the following coverage's and limits of liability.

- 7.2.1 Commercial General Liability Insurance in an amount not less than a combined single limit of \$1,000,000 per occurrence.

7.2.2 **This policy should be endorsed to name the City as an additional insured.**

- 7.2.3 It is the intent of the City that the policy coverage should not be limited by an annual aggregate limitation. If this policy is to be limited by an aggregate annual limitation, the aggregate limitation shall not be less than \$2,000,000 Million otherwise the Contractor must provide a \$1,000,000 per project aggregate applicable for the project specified in this contract.

7.3 Comprehensive Auto Liability Insurance, including hired, rented or non-owned automobiles, in an amount not less than \$100,000 per person or \$300,000 each occurrence or a combined single limit of \$300,000 per occurrence.

7.3.1 **This policy should be endorsed to name the City as an additional insured.**

7.4 Workers' Compensation Insurance as required by the laws of the State of Louisiana and Employer's Liability Insurance in a minimum amount of \$1,000,000.

- 7.4.1 This policy shall contain an Other States Coverage Endorsement. When required by the City, this policy shall also be endorsed to include coverage required by the United States Longshoreman and Harbor Workers' Compensation Act and Maritime Coverage.

7.4.2 The certificate of insurance required herein, must have the following statement shown in the remark section:

- 7.4.2.1 This policy for workers' compensation protects all members of the insured organization, including an employer, a sole proprietor, a partner or bona fide officer of the insured organization, and all employees.

7.5 Professional Liability Insurance.

- 7.5.1 For projects with an estimated total cost in excess of \$1 Million the limit of liability shall be in an amount not less than \$1 Million per claim and in the annual aggregate.

- 7.5.2 For projects with a total estimated cost of \$500,000 to \$1 Million the limit of liability shall be in an amount not less than \$500,000 per claim occurrence and in the annual aggregate.
- 7.5.3 For projects with a total estimated cost less than \$500,000 the limit of liability shall be in an amount not less than \$250,000 per claim and in the annual aggregate.
- 7.5.4 Coverage shall be maintained for at least two years following completion of the project.
- 7.6 The Contractor shall promptly notify the City if any claim is asserted against the contractor whenever such a claim would apply to this coverage.
- 7.7 This notification requirement applies whether the claim results from services performed under this agreement or from any other agreement with any other client.
- 7.8 The City's intent is to make certain, to the extent possible from such information, the adequacy of the annual aggregate amount of coverage provided under the required professional liability insurance.
- 7.9 All coverage provided for above shall be effective under insurance policies issued by solvent insurance carriers qualified to do business in the State of Louisiana and having an **A. M. Best rating of B+VII** or better.
- 7.10 This rating requirement is waived on the Workers Compensation coverage only.
- 7.11 The City reserves the right to inspect any and all insurance policies required pursuant to this Agreement, prior to commencement of the services specified in the Agreement and anytime thereafter.
- 7.11.1 Proof that such insurance coverage exists shall be furnished to the City by means of a Certificate of Insurance form provided by the City before any part of the service specified by this Agreement are commenced.
- 7.11.2 The said Certificate shall name the City as an additional insured and include a provision that in case of cancellation or any material change in the coverage stated above the City shall be notified thirty (30) days prior to any such change or cancellation.
- 7.11.2.1 Said provision shall include cancellation for non-payment of premium.
- 7.11.2.2 The Contractor shall be liable for its subcontractors' insurance coverage of the types and in the amounts stated above, and shall furnish the City with copies of such Certificates of Insurance.
- 7.11.3 The Contractor and all of its insurers shall, in regard to the above stated insurance, waive all right of recovery or subrogation against the City, its officers, agents or employees and its insurance companies.
- 7.11.4 The payment of any deductible specified by such insurance policies shall be the responsibility of the Contractor and will be paid solely by the Contractor.
- 7.11.5 If any of the insurance policies referred to above do not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate endorsement or waiver sufficient to establish that the issuer of the policy is entitled to look only to the Contractor for premium payment and has no right to recover premium payment from the City.
- 7.11.6 The City will give the Contractor prompt notice in writing if the institution of any suit or proceeding and permit the Contractor to defend same, and will give all needed information, assistance, and authority to enable the Contractor to do so.
- 7.11.7 The Contractor shall similarly give the City immediate notice of any suit or action filed or prompt notice of any claim arising out of the performance of the Contract.
- 7.11.8 The Contractor shall furnish immediately to the City copies of all pertinent papers received by the Contractor .
- 7.11.9 If any part of the services specified by this agreement is sublet, similar insurance shall be provided by or on behalf of the subcontractor to cover their operations, and evidence of such insurance, satisfactory to the City, shall be furnished to the city by the Contractor.
- 7.11.10 BEFORE A CONTRACT WITH THE CITY IS SIGNED BY THE MAYOR OR THE PURCHASING AGENT, YOUR INSURANCE AGENT MUST VERIFY THE CORRECT COVERAGE ON THE ATTACHED INSURANCE CERTIFICATE. Revised -2/14/00

8.0 SCOPE OF WORK

8.1 The City of Shreveport is the owner of Bill Cockrell Tennis Center located in Caddo Parish at 4109 Pines Road, Shreveport, LA. and wishes to provide quality tennis programming to the citizens of Shreveport. The Tennis Contractor will be granted the exclusive right to manage and provide tennis professional shop operations at the tennis center. This agreement shall be for a period of (1) year, more or less. The City has agreed to pay a total amount of \$25,000.00 for services provided during this period. Contractor will retain all revenue derived from tennis instruction, the sale of merchandise and apparel, food and beverages (except vending machines), court fees, memberships, racket stringing fees, league fees, tournament fees and equipment rental.

8.2 Contractor General Duties

8.2.1 Lessons to individuals wishing to receive training in the sport of tennis;

8.2.2 Opportunity for competitive tournaments and leagues in the sport of tennis;

8.2.3 Contractor agrees to provide a minimum of fifty (50) hours per year, free of charge, in the conduct of tennis clinics;

8.2.4 Contractor agrees to conduct a minimum of three (3) tournaments and four (4) leagues within a calendar year;

8.2.5 Contractor agrees to participate with the City in joint programming and in the promotion of City sponsored or co-sponsored tennis tournaments or events;

8.2.6 Contractor shall provide a minimum of forty (40) hours per week at the tennis center conducting tennis activities;

8.2.6.1 The ability to work with the handicapped or disabled clients.

9.0 SUBMITTAL INFORMATION

9.1 One clearly identified original and six (6) copies of the qualification statement and supporting documentation shall be submitted to the Purchasing Agent, City of Shreveport not later than 3:00 p.m. on **the date specified on page two.**

10.0 QUALIFICATION STATEMENTS ARE TO BE MAILED TO:

10.1 City of Shreveport

10.2 Office of the Purchasing Agent

10.3 P.O. Box 31109

10.4 Shreveport, LA 71130-1109

11.0 HAND DELIVER AND/OR EXPRESS MAIL TO:

11.1 City of Shreveport

11.2 Office of The Purchasing Agent

11.3 Government Plaza-Suite 610

11.4 505 Travis Street

11.5 Shreveport, LA 71101-3042

12.0 DOCUMENTATION OF RESPONSES

12.1 Respondents to this request will be recorded in the presence of one or more witnesses.

12.2 Responses to this request must be submitted by using the attached envelope format on your sealed container.

12.3 Your firm name and address, RFS number, opening date and time, and RFS title should be shown on the outside of the envelope/container.

12.4 The City assumes no responsibility for unmarked envelopes/Containers being considered for an award.

12.5 Qualification statements received after the time specified will be recorded and then returned unopened. Questions seeking clarification of an aspect of this RFS may be submitted to, fax number (318) 673-5408.

13.0 **SUBMISSION REQUIREMENTS**

- 13.1 To achieve a uniform review process and allow for adequate comparability, responses to this request must be organized in the manner specified below:
 - 13.1.1 Letter of Transmittal--limit to four printed pages.
 - 13.1.2 State your firm's understanding of the work to be done, make positive commitment to perform the work, and provide information on similar work that you have performed. And provide:
 - 13.1.2.1 Total number of employees you will use for this project.
 - 13.1.3 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.
 - 13.1.4 Explain fully if your firm has been involved in any litigation and/or has been disqualified.
 - 13.1.5 Provide commitment to meet the Fair Share Requirements.
- 13.2 Provide narrative on the approach to the scope of work (proposed project plan) using the format of **Exhibit A**.
- 13.3 Document five of Offeror's prior similar projects with name, address, and phone number of a contact with whom the City can discuss Offeror's past performance using the format of **Exhibit B**.
- 13.4 Submit qualifications of personnel that will work on this project using the format of **Exhibit C**.
- 13.5 During term of contract or any extension, the Contractor shall maintain and present evidence of current status of either:
 - 13.5.1 Certification in the United States Professional Tennis Association (USPTA) or Certified Pro in the United States Professional Tennis Registry (USPTR).
- 13.6 Provide certification or commitment to comply.
- 13.7 Provide documentation about the ability to work with the handicapped or disabled clients.
- 13.8 List any exceptions to this RFP and /or the enclosed City's Standard Agreement.
- 13.9 Other information and materials which the Offeror wishes to submit in support of his proposal, qualification, etc.

14.0 PAYMENTS DUE THE CITY

- 14.1 Section 26-211 of the City's Code of Ordinances requires the following:
 - 14.1.1 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.
 - 14.1.2 No contract to which the city is a party shall be awarded to any person who:
 - 14.1.3 Has not paid all taxes, licenses, fees and other charges which are outstanding and due the city, or
 - 14.1.4 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
 - 14.1.5 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, or
 - 14.1.6 Who has a member of his immediate family who 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.
 - 14.1.7 For purposes of this section, the following terms shall have the following meanings:
 - 14.1.8 "Immediate family" means the contractor's children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.
 - 14.1.9 "Own" shall mean to be the last record owner of property prior to a tax sale or adjudication.
 - 14.1.10 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.
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NARRATIVE ON THE APPROACH TO THE SCOPE OF WORK

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

1.0 OFFEROR'S EXPERIENCE

1.1 Contract Title: _____

1.1.1 Contract Period: From _____ To _____

1.1.2 Geographic Area Serviced: _____

1.1.3 Scope of Work: _____

1.1.4 List of Clients: _____

1.1.5 Contracting Office: _____

1.1.5.1 Title: _____

1.1.5.2 Address: _____

1.1.5.3 City: _____ State _____ Zip _____

1.1.5.4 Telephone # (s): _____

2.0 OFFEROR'S EXPERIENCE

2.1 Contract Title: _____

2.1.1 Contract Period: From _____ To _____

2.1.2 Geographic Area Serviced: _____

2.1.3 Scope of Work: _____

2.1.4 List of Clients: _____

2.1.5 Contracting Office: _____

2.1.5.1 Title: _____

2.1.5.2 Address: _____

2.1.5.3 City: _____ State _____ Zip _____

2.1.5.4 Telephone # (s): _____

3.0 OFFEROR'S EXPERIENCE

3.1 Contract Title: _____

3.1.1 Contract Period: From _____ To _____

3.1.2 Geographic Area Serviced: _____

3.1.3 Scope of Work: _____

3.1.4 List of Clients: _____

3.1.5 Contracting Office: _____

3.1.5.1 Title: _____

3.1.5.2 Address: _____

3.1.5.3 City: _____ State _____ Zip _____

3.1.5.4 Telephone # (s): _____

4.0 OFFEROR'S EXPERIENCE

4.1 Contract Title: _____

4.1.1 Contract Period: From _____ To _____

4.1.2 Geographic Area Serviced: _____

4.1.3 Scope of Work: _____

4.1.4 List of Clients: _____

4.1.5 Contracting Office: _____

4.1.5.1 Title: _____

4.1.5.2 Address: _____

4.1.5.3 City: _____ State _____ Zip _____

4.1.5.4 Telephone # (s): _____

5.0 OFFEROR'S EXPERIENCE

5.1 Contract Title: _____

5.1.1 Contract Period: From _____ To _____

5.1.2 Geographic Area Serviced: _____

5.1.3 Scope of Work: _____

5.1.4 List of Clients: _____

5.1.5 Contracting Office: _____

5.1.5.1 Title: _____

5.1.5.2 Address: _____

5.1.5.3 City: _____ State _____ Zip _____

5.1.5.4 Telephone # (s): _____

PERSONNEL STAFFING

| STAFF MEMBER | BACKGROUND AND EXPERTISE OF PERSONNEL |
|--------------|---------------------------------------|
|--------------|---------------------------------------|

1.0 _____
(Name)

(Title)

2.0 _____
(Name)

(Title)

3.0 _____
(Name)

(Title)

4.0 _____
(Name)

(Title)

5.0 _____
(Name)

(Title)

CITY OF SHREVEPORT

Section 40-Fair Share Requirements (Revised 9-12-07)

Applies to IFB, RFP, and RFQ Documents except when the City makes a Direct Commodity Purchase or 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 Karen Barnes, Management Assistant... 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::

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

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/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, 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?
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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

July 10, 2008

ATTENTION: All Prospective Contractors/Vendors

Section 26-211 of the Code of Ordinances has been changed effective February 5, 2008 to include the following:

(b) No contract to which the City is a party shall be awarded to any person who:

- 1) Has not paid all taxes, licenses, fees and other charges which are outstanding and due the City, or
- 2) 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
- 3) 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, or
- 4) Who has a member of his immediate family who 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.

d) For purposes of this subsection, the following terms shall have the following meanings:

- 1) "Immediate family" means the contractor's children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.
- 2) "Own" shall mean to be the last record owner of property prior to a tax sale or adjudication.

Because of this, the City Attorney's Office has provided the attached affidavit that we must require of every Contractor/Vendor that does business with the City. Please return this affidavit by mail at your earliest convenience so that we can issue your firm purchase orders now or in the future. **DO NOT RETURN WITH ANY OF YOUR BID DOCUMENTS.**

If you have any questions concerning this matter, please call the number listed below within three working days after receipt of this letter.

Sincerely,

Tom Mattox, CPPO, C.P.M.
Purchasing Agent

cc: File

Enclosure: Affidavit

If you have any questions, please call Mary Fuller at 318/673-5458 or at 318/673-5450. Please mail original affidavit with notary seal to: Purchasing Affidavit, P.O. Box 31109, Shreveport, LA 71130. **We will not be allowed to issue your firm a purchase order or payment until a properly executed affidavit is returned.**

APPENDIX 2-AFFIDAVIT ATTESTING THAT CONTRACTOR, LEGAL ENTITIES OF CONTRACTOR AND IMMEDIATE FAMILY MEMBERS OF CONTRACTOR DO NOT OWN ADJUDICATED OR LIEN PROPERTY

BEFORE ME, the undersigned Notary Public duly qualified and commissioned, came and appeared _____, authorized representative of _____ with a Federal I.D. Number of: _____ who does hereby state as follows, to-wit:

- 1.0 Contractor does not own any property which is adjudicated to the City of Shreveport or which has demolition liens, grass cutting liens, or any other property standards liens on it.
- 2.0 Contractor does not own 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.
- 3.0 To the best of his/her knowledge, the Contractor does not have a member of his immediate family who 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. "Immediate family" is defined as the contractor's children, the spouses of his children, his brothers and their spouses, his sisters and their spouses, his parents, his spouse, and the parents of his spouse.
- 4.0 Contractor has paid all taxes, licenses, fees, and other charges which are outstanding and due to the City.
- 5.0 Contractor will provide written notification to the City's Purchasing Agent not later than the next work day after any of the above statements becomes invalid.
- 6.0 This affidavit shall expire one year from the date shown below unless renewed by the contractor.

THUS DONE AND PASSED before me, Notary, on this _____ day of _____, 20 ____.

Signature: _____ Title: _____

NOTARY PUBLIC: _____ Seal: _____
Signature

Note: The notary identification number is required. The City of Shreveport also requires an original seal.

Revised 4-4-08

FROM: _____

*License # N/A

PLEASE RUSH TO:

**CITY OF SHREVEPORT
OFFICE OF THE PURCHASING AGENT
505 Travis Street, Suite 610, 71101-3042
P.O. BOX 31109
SHREVEPORT, LOUISIANA 71130-1109**

SEALED QUALIFICATIONS FOR:

RFS Number: _____

Project Name: _____

Opening Date/Time: _____

**Attention: Use this format when responding to all solicitations on the outside of your container.
We do not accept fax or electronic responses for formal solicitations!**