

City of Shreveport



Solicitation Form for Commodities

INVITATION FOR BID

(IFB) #18-065

64 TO 65 GALLON BLUE ROLLOUT RECYCLING CONTAINERS

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

INDEX OF REFERENCE ITEMS INCLUDED HEREIN

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

Special Instructions to Bidders	10-14
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INDEX OF REFERENCE ITEMS **NOT** INCLUDED HEREIN THAT ARE INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF SET FORTH IN FULL TEXT. SHOULD ANY OF THESE BE IN CONFLICT WITH THOSE LISTED HEREIN, THE MORE STRINGENT WILL APPLY.

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


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

The Felony Conviction Statement must be submitted by the lowest responsive bidder after the opening.
Revised 05-21-18

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

DATES ADVERTISED:	November 12, 2018	Date Posted:	November 12, 2018
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DO NOT RETURN THIS PAGE-FAXED OR EMAILED BIDS NOT ACCEPTED

INVITATION FOR BID (IFB) City of Shreveport Wendy Wagon, CPPO Purchasing Agent Phone (318) 673-5450		BIDS MUST BE DELIVERED TO: City of Shreveport Office of the Purchasing Agent Government Plaza-Suite 610 505 Travis Street Shreveport, LA 71101-3042	OR GO TO BIDSYNC.COM TO SEND ELECTRONIC BID
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BID MUST BE RECEIVED NOT LATER THAN 2:00 P.M. ON:	November 29, 2018	THEN PUBLICLY OPENED
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THIS IS NOT AN ORDER	Bid Number	IFB # 18-065
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BID TITLE:	64 TO 65 GALLON BLUE ROLLOUT RECYCLING CONTAINERS
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PREBID CONFERENCE: N/A

EMAIL QUESTIONS TO:	angela.mcnicoll@shreveportla.gov	7 working days before the opening or fax to:	318-673-5408
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BID BOND IS NOT REQUIRED.	Estimated Expenditure:	\$ 120,000	per year
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Bids received after the time specified for opening cannot be considered for an award.

COMMODITY BIDS

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

ELECTRONIC BIDS/BID NOTICES

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

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

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

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

Revised 06-20-18

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

I agree to furnish all items for the prices as listed below in accordance with all the specifications, terms and conditions listed herein, or with exceptions as listed on the deviation page.

IFB # 18-065 **Bid Title: 64 TO 65 GALLON BLUE ROLLOUT RECYCLING CONTAINERS**

ITEMS BELOW MUST BE COMPLETED BY BIDDER					
ITEM #	EST. AMT. (A)	U/M	COMMODITY OR SERVICES	UNIT PRICE (B)	TOTAL PRICE (C)
1	2,000	EACH	64 TO 65 Gallon Blue Rollout Recycling Containers as per Specifications	\$	\$
2	2,000	EACH	64 to 65 Gallon Blue Rollout Recycling Container Lids		
Total Price: A x B = C			Grand Total of all items		\$

Estimated delivery time is: _____ **after receipt of purchase order.**

Additional units may be purchased by the City at the same prices listed above for as long as these models are available or until: _____, 20____. **If date is not provided, then prices will be guaranteed for as long as the above models are available. If mutually agreeable with successful bidder and other public agencies this bid will be made available to them.**

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

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

LOUISIANA PREFERENCE: In accordance with Louisiana Revised Statutes 39:1595, a preference may be allowed for products manufactured, produced, grown or assembled in Louisiana of equal quality. The Louisiana Preference information here is not a definite requirement because the Louisiana bidder or the bidder who offers a Louisiana product may be entitled to a preference consideration, even when not claimed by the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same items/services, and is in all respects fair and without collusion or fraud. Acting on behalf of the bidder, this is to attest that the undersigned is a duly authorized representative of the above captioned firm, corporation, or business and has read Sections 10, & 20, as referenced on the previous page. **THE FAIR SHARE GOAL DOES NOT APPLY TO THE CITY'S DIRECT COMMODITY PURCHASES.**

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

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

BID SPECIFICATIONS/RESPONSE FORMS

FOR 64 or 65 GALLON BLUE ROLLOUT RECYCLE CONTAINERS

COS BID FORM #3

1. **INSTRUCTIONS:** The specifications herein describe the minimum acceptable features and performance requirements for 64 or 65 gallon rollout waste containers the City will purchase for its citizens. Bidders are to have thoroughly read and understood these specifications prior to bid submission.

All bids must be submitted on the City’s form provided. Bidders shall complete the specification column with a check mark (√) to indicate if the item being bid is exactly as specified. If an item is left blank, the City will assume the bidder cannot meet the specifications and may cause rejection of the bid.

By checking any of the “NO” spaces the bidder states that the product being bid does not conform to that specification. All variations and/or exceptions must be documented, referencing applicable paragraph(s), and explained in detail on page #4 titled “Deviations”. If the City determines by any means that exceptions exist which were not identified on such list, then that bid will be disqualified as being non-responsive. If no exceptions are taken, it will be assumed that the bid meets all specifications as stated.

2. **MANUFACTURING PROCESSES AND MATERIALS:** The rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

ITEM #	DESCRIPTION	YES	NO
2.1	MANUFACTURING PROCESS: The container body may be manufactured by the Rotational molding process or Injection molding.		
2.2	PLASTIC MATERIAL: Base plastic resin must be first quality linear polyethylene supplied by a national petrochemical producer.		
2.3	RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. To ensure thorough distribution of these additive must be mixed in a molted state using a hot-melt compounding process. Bidder must submit a statement certifying that 100% of the plastic resin and additives will be hot-melt blended.		

3. **CONTAINER REQUIREMENTS:** The rollout containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

ITEM #	DESCRIPTION	YES	NO
3.1	ANSI CONFORMANCE: Containers bid herein must meet the requirements of the most recent version of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for “Type B/G” containers. Bidder must submit independently certified copies of all ANSI test results with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for “Loading and Unloading Test for Carts” must clearly state that the required 520 dump cycles under the cart’s full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.		

BID SPECIFICATIONS/RESPONSE FORMS

FOR 64 or 65 GALLON BLUE ROLLOUT RECYCLE CONTAINERS

COS BID FORM #3

ITEM #	DESCRIPTION	YES	NO
CONTAINER REQUIREMENTS CONTINUED			
3.2	<p>LOAD RATING: Containers must be designed to regularly receive and dump at least 220 pounds of waste materials, excluding the weight of the container, without permanent damage or deformation. The load rating must conform with ANSI Standard Z245.30-2007.</p> <p>Bidder must submit its normal printed color sales brochure which shows the exact product item bid and the corresponding load rating of at least 220 pounds. Bidder must mark the location of the load rating on the brochure with a bold red arrow so as to aim directly at the load rating. Load rating stated on literature must exactly match all specifications and ANSI certification submitted with bidder's proposal, and the load rating permanently marked on the product.</p> <p>STATE LOAD RATING - _____ pounds</p>		
3.3	<p>WEIGHT: The total weight of the fully assembled container shall be between 25 to 35 pounds.</p> <p>STATE WEIGHT - _____ pounds</p>		
3.4	<p>CAPACITY: The total capacity of the container body, excluding the lid, must not exceed 65 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30-2008, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).</p> <p>STATE BODY CAPACITY - _____ U.S. gallons</p>		
3.5	<p>DIMENSIONS: Please state the exterior dimensions of the completely assembled container.</p> <p>STATE HEIGHT - _____ inches</p> <p>STATE LENGTH - _____ inches</p> <p>STATE WIDTH - _____ inches</p>		
3.6	<p>RIM OF BODY: The rim should include a ledge on which the lid rests to create a tight seal between body and lid.</p>		
3.7	<p>HANDLES: The container must be equipped with two (2) handles. The handles shall be designed to afford the user positive control of the loaded cart at all times.</p>		
3.8	<p>LID: The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a fully 270° arc.</p>		
3.9	<p>BOTTOM: The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.</p>		
3.10	<p>WHEELS: Wheels shall be 10" diameter. Wheels must be capable of supporting 200 pounds per wheel.</p>		
3.11	<p>AXLE: The axle must be 5/8" diameter, chromate plated solid high strength steel fully supported by cart body.</p>		

BID SPECIFICATIONS/RESPONSE FORMS

FOR 64 or 65 GALLON BLUE ROLLOUT RECYCLE CONTAINERS

COS BID FORM #3

ITEM #	DESCRIPTION	YES	NO
CONTAINER REQUIREMENTS CONTINUED			
3.12	STABILITY: The container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 25 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground.		
3.13	LIFT SYSTEM: The container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis.		
3.14	NESTABILITY: It is desired but not necessary that Containers be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and transportation.		
3.15	COLOR: The container color shall be Toter 705 Blue or equal and be ultraviolet stabilized and non-fading. Surface treatments, spray-on finished and materials that are no homogenous are not acceptable. Bidder must submit color chip.		

4. **MARKINGS:** Each container must be permanently marked with letters/numbers, as follows:

ITEM #	DESCRIPTION	YES	NO
4.1	SERIAL NUMBERS: Each container must have a serial number hot stamped in white or black on the front face of its body. Serial numbers shall be in sequence beginning with a number designated by the City.		
4.2	CITY NAME: The name of the City shall be hot stamped onto the lid and a custom or standard recycling logo shall be hot stamped on both sides of the cart body.		
4.3	USER INSTRUCTIONS: Instructions for the safe use of the container must be molded into each lid. Instructions shall be in both English and Spanish.		
4.4	LOAD RATING: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms and in English and Spanish.		

5. **EXPERIENCE**

ITEM #	DESCRIPTION	YES	NO
5.1	REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least ten (10) municipalities who currently have at least 20,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these references will result in bid disqualification.		

BID SPECIFICATIONS/RESPONSE FORMS

FOR 64 or 65 GALLON BLUE ROLLOUT RECYCLE CONTAINERS

COS BID FORM #3

6. **WARRANTY:** Bidder must submit with a bid a document which clearly states the exact warranty of the bidder. The warranty must be for no less than ten (10) full years and must specifically provide for no-charge replacement of any component parts which fail in materials of workmanship for a period of ten (10) years after installation. The bidders warranty is understood to include, whether stated in bidder’s warranty or not, the following coverage:

ITEM #	DESCRIPTION	YES	NO
6.1	Failure of the lid to prevent rain water from entering the container when in the closed position.		
6.2	Damage to the container body, lid, or any component parts through opening or closing the lid.		
6.3	Failure of the body and lid to maintain their original shape.		
6.4	Damage or cracking of the container body through normal operating conditions.		
6.5	Failure of the wheels to provide continuous, easy mobility, as originally designed.		
6.6	Failure of any part to conform to minimum standards as specified herein.		
6.7	If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position to not do so. Such letter shall be signed by the owning entity’s top officer and notarized.		
6.8	Warranty specimen of exact warranty offered must be included with proposal.		

7. **LEGAL OR ADMINISTRATIVE SETTLEMENTS:** The manufacturer of the cart must submit the name, contact name and telephone number for each government or agency with which it has had a legal or administrative settlement of warranty, cart failure claims or contract performance within the last ten (10) years including ongoing negotiations of settlement. Include a brief summary of the settlement or indicate if a “gag order” was imposed, and by whom it was ordered. This information must be provided on a separate page entitled “Legal or Administrative Settlements”.

8. **PRICE ADJUSTMENTS:**

ITEM #	DESCRIPTION	YES	NO
8.1	If during the term of the contract entered into as a result of this bid, the cost of material(s) is/are increased through no act on the part of the successful bidder other than to comply with any prevailing rise in the Market Price(s) of material(s) used, it shall be the successful bidder’s responsibility to notify the City Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the successful bidder. At any time during the term of the contract, the City may request that the Successful bidder provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s). The City reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the contract for which price increase(s) is/are considered unacceptable. Contract extensions will be based on a mutual written agreement between the successful bidder and the City.		

9. **DELIVERY TERMS**

- 9.1 The commodities and/or services must be furnished as described and specified as, delivered F.O.B. destination freight prepaid.
- 9.2 The term F.O.B. destination shall mean delivered, unloaded and placed inside of building by the City of Shreveport, and title taken to after acceptance.
- 9.3 Most City buildings do not have loading docks.
- 9.4 Deliver F.O.B. destination on an as needed basis to:
 - 9.4.1 City of Shreveport
Department of Public Works – Solid Waste
1731 Kings Hwy.
Shreveport, LA 71103
- 9.5 Bid price above shall be based on a truckload shipment of 1,000 carts or more.
- 9.6 Additional Cost for a shipment of 500 carts will be.
 - 9.6.1 \$_____ per cart.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES

1.0 BROCHURES

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

2.0 SAMPLES

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

3.0 CLARIFICATION/SUBSTITUTION REQUESTS

3.1 Bidders requiring additional information may submit their question(s) in writing to the attention of the Buyer as listed on page one.

3.2 Answers to questions received that would change and/or clarify this solicitation will be provided in writing to all firms that have received the original Invitation for Bid.

3.3 Any inquiry received at least seven (7) or more working days prior to the date fixed for the opening of bids will be given consideration.

3.4 Every interpretation made to a Bidder will be in the form of written Addendum to the contract document and when issued will be on file in the Purchasing Agent's office.

3.5 All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda.

3.6 The City shall not be legally bound by an addendum or interpretation that is not in writing.

3.7 If the necessity arises to issue an addendum modifying plans and specifications within the seventy-two-hour period (exclusive of holidays, Saturdays and Sundays) before the scheduled bid opening then the opening of bids shall be extended for at least seven but not more than of twenty-one working days.

3.8 **It shall be the Bidder's responsibility to make inquiry as to the addenda issued.**

4.0 DELIVERY ARO

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

5.0 DELIVERY TERMS

5.1 The commodities and/or services must be furnished as described and specified, delivered f.o.b. destination freight prepaid.

5.2 The term f.o.b. destination shall mean delivered, removed from the crate, placed inside of building, and title taken to after acceptance.

5.3 Most City buildings do not have loading docks.

6.0 QUANTITIES

6.1 Whenever quantities or usages are provided by the City, these are estimates only.

6.2 No guarantee or warranty is given or implied by the city as to the total amount that may or may not be purchased from any resulting contracts.

6.3 These quantities are for information only and will be used for tabulation and presentation of the prices offered.

7.0 PRICE CHANGES

7.1 Prices will be firm for the minimum period as specified in the solicitation document.

7.2 After the first year of the contract or the guaranteed price date shown on the bid form, whichever is longer, the Contractor may request price increases that are limited to the increase in the Contractor's actual documented cost of doing business or the appropriate CPI or PPI, whichever is lower.

7.3 Written requests for price increases must be sent by Certified Mail-Return Receipt Requested.

7.4 The City reserves the right to accept or reject the price increase within fifteen days after receipt of the request. Should the City reject the price increase, the City reserves the right to cancel the contract and award to the next best bidder or to solicit new bids.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 7.5 No increase will be effective until approved in writing by the Purchasing Agent.
- 7.6 Any decrease in the cost of the contract items shall be forwarded to the Purchasing Office with immediate inception into the contract.
- 7.7 Any decrease in pricing shall not be less than the appropriate CPI or PPI.
- 8.0 AWARD CRITERIA
- 8.1 The award will be made to the lowest responsible and responsive bidder(s) according to the criteria designated in the Invitation for Bid.
- 8.2 In addition to price, the Bid Evaluation will include the following factors (as they apply):
- 8.2.1 The quality of performance/workmanship of previous contracts, services, equipment or products, or references which attest to the specific experiences of others.
- 8.2.2 The timely completion of previous contracts or services or the timely delivery of past orders, or references which attest to the specific experiences of others.
- 8.2.3 The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.
- 8.2.4 The City reserves the right to conduct on-site inspections of any bidder's facilities prior to award and the results of said inspection will be considered by the City in determining bidders' capabilities of successfully administering to this contract.
- 8.2.5 The ability and availability of the bidder to provide quality and timely maintenance, service, and/or parts.
- 8.2.6 The resale value, life cycle costing (which includes the cost of maintenance) and value analysis.
- 8.2.7 The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the work or products required.
- 8.2.8 Delivery of a product and timely completion of a project as stated by vendor in the bid.
- 8.2.9 Substantial compliance or noncompliance with specifications set forth in the bid as determined by the City.
- 8.2.10 Product or parts inventory capability as it relates to a particular bid.
- 8.2.11 Results of product/equipment testing.
- 8.2.12 Warranty - Terms and Conditions.
- 8.2.13 Adequate capital and credit rating sufficiently to complete all operations under this contract in a satisfactory manner.
- 8.2.14 An efficient office force, with a satisfactory record in expediting delivery of materials to field force and capable of fulfilling proper liaison service with mechanical trades.
- 8.2.15 An adequate and efficient field force, with extensive knowledge of all types of work involved under this contract.
- 8.2.16 A record of amicable relations with labor.
- 8.2.17 An adequate supply of equipment in good operating condition.
- 9.0 Evaluation
- 9.1 Bids may be made for one lot only, or for as many lots as the bidder can supply.
- 9.2 Awards will be made by complete lots and may be made to one or more bidders.
- 10.0 Evaluation of Bids for Multiple Awards
- 10.1 In addition to other factors, bids will be evaluated on the basis of advantages to the City that might result from making more than one award (multiple awards).
- 10.2 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.

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

- 11.0 Alternates
- 11.1 When alternates are requested, the City reserves the right to select the bid with or without these, whichever will be in the best interest of the City.
- 12.0 REJECTION
- 12.1 This solicitation does not commit the City of Shreveport to award a contract, to pay any costs incurred in the preparation of a bid, or to procure or contract for the articles of goods or service.
- 12.2 The City reserves the right to accept or reject any or all bids received as a result of this request, or to cancel in part or its entirety this bid, if it is in the best interest of the City to do so.
- 12.3 The City of Shreveport reserves the right to declare any bid non-responsive in which the delivery/completion time indicated is considered to delay the operation for which the item/work is intended, or due to the noncompliance of the BID SPECIFICATION
- 12.4 In addition, the City reserves the right to declare any bid non-responsive that contains prices for individual items or services that are inconsistent or unrealistic when compared to other prices in the same or other bids, if such action would be in the best interest of the City.
- 13.0 Rejection of Lowest Bid
- 13.1 Substantial negative findings from the Bid Evaluation as listed above, and/or the factors as listed below, may result in the disqualification of the lowest bid, if in the best interest of the City of Shreveport.
- 13.2 Additional purchase of repair/replacement parts for the low bid item, as opposed to an existing inventory of parts for a higher bid item.
- 13.3 Greater service costs for the low bid item.
- 13.4 Longer service time for the low bid item, which would cause longer down time of the item.
- 13.5 Proven reliability of the higher bid item.
- 13.6 Compatibility of the higher bid item with existing equipment.
- 14.0 DISQUALIFICATION REVIEW BOARD (City of Shreveport Code of Ordinances Sec. 26-265)
- 14.1 When a contractor has been given notice of possible debarment based upon Sec.26-265 and/or disqualification, the contractor may submit a written appeal to the Purchasing Agent for review by the City's Disqualification Review Board.
- 14.2 The written appeal must be submitted within ten (10) days after notice of possible disqualification and may request either (1) a meeting with the Review Board, or (2) that the Review Board consider a written appeal only.
- 14.3 A meeting of the Review Board will be scheduled within ten (10) days after receipt of the appeal.
- 14.4 The Review Board will be composed of the Chief Administrative Officer (CAO), City Engineer, Purchasing Agent, and the Director of Using Department.
- 14.5 The decision of the Review Board will be given to the contractor in writing ten (10) days after all pertinent information has been considered.
- 14.6 The decision of the Review Board will not operate as a waiver by the City of its rights concerning the assessment of liquidated damages.
- 15.0 OPERATIONAL MANUALS
- 15.1 **When bidding on equipment, the successful bidder shall be required to furnish one copy of the operational manual and warranty with each type of unit delivered, and one additional copy of the operational manual shall be sent to: Risk Manager, 505 Travis Street Suite 620, Shreveport, LA 71101-3042.**

CITY OF SHREVEPORT SPECIAL INSTRUCTIONS TO BIDDERS FOR COMMODITIES CONTINUED

16.0 BRAND NAMES

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

16.2 It shall be the responsibility of the Purchasing Agent and the professionally employed architect or engineer to determine what is considered an equivalent product on any and all projects in which they have been legally employed to perform professional services.

17.0 PUBLIC INSPECTION OF BIDS (La. R.S. 44:33 et seq./Attorney General's Opinion No. 95-155)

17.1 Bids will be in active use after the opening and therefore will not be available for public inspection until 72 hours after the bid opening (exclusive of Saturdays, Sundays, and legal public holidays- La. R.S. 44:33).

18.0 PAYMENTS DUE THE CITY

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

18.1.1 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.

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

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

18.1.4 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

18.1.5 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.

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

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

19.0 GOVERNING PRICES

19.1 UNIT PRICE BIDS-Prices must be firm and unit prices written in figures shall govern over extended prices. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

19.2 LUMP SUM BIDS (When unit prices are not required)-Prices must be firm and prices written in words shall govern over prices written in figures. Prices bid must be based upon payment in thirty (30) days after delivery and acceptance.

20.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

20.1 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.

21.0 BID ENVELOPE

21.1 Outside of the bid envelope to list the Bidders name, address, license number, bid number, project name, opening date/time and the City's address.

22.0 RECEIPT OF BIDS

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

23.0 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNITY

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

END



AFFIDAVIT

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

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

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

_____ authorized representative of:

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

_____ and with a current email address of:

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

- 1 Business Entity or Person does not own any property which is adjudicated to the City of Shreveport, Louisiana or which has demolition liens, grass cutting liens, or any other Property Standards liens on it. For purposes of this subsection, the term "own" shall mean to be the last record owner of the property prior to a tax sale or adjudication.
- 2 Business Entity or Person does not own more than twenty-five percent (25%) of a legal entity that owns any property which is adjudicated to the City or which has demolition liens, grass cutting liens, or any other Property Standards liens on it.
- 3 Business Entity or Person has paid all taxes, licenses, fees, fines and other charges which are outstanding and due to the City. E.g. false alarm fees, property standard fines, over-due water bills.
- 4 Business Entity or Person will provide written notification to the City's Purchasing Agent no later than the next work day after any of the above statements becomes invalid.
- 5 Upon request of the Purchasing Agent the City reserves the right to require a newly dated/issued Affidavit.

BY: _____
Printed Name: _____
Title: _____

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

Notary Public

Notary Identification Number or LA Bar Roll Number

Mail original affidavit via U.S. mail to:

or

Deliver via other carrier or hand-delivery to:

Purchasing Division
P.O. Box 31109 | Shreveport, LA 71130

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.

** Form Revised 02-08-2017 **

City of Shreveport

FELONY CONVICTION STATEMENT

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

Bid Number: 18-065

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

- 1.0 No sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes:
 - 1.1 Public bribery (R.S. 14:118)
 - 1.2 Extortion (R.S. 14:66)
 - 1.3 Corrupt influencing (R.S. 14:120)
 - 1.4 Money laundering (R.S. 14:23)
- 2.0 Within the past five years from the project bid date, no sole proprietor or individual partner, incorporator, director, manager, officer, organizer, or member who has a minimum of a ten percent (10%) ownership in the bidding entity named below has been convicted of, or has entered a plea of guilty or nolo contendere to any of the following state crimes or equivalent federal crimes, during the solicitation or execution of a contract or bid awarded pursuant to the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes:
 - 2.1 Theft (R.S. 14:67)
 - 2.2 Identity Theft (R.S. 14:67.16)
 - 2.3 Theft of a business record (R.S.14:67.20)
 - 2.4 False accounting (R.S. 14:70)
 - 2.5 Issuing worthless checks (R.S. 14:71)
 - 2.6 Bank fraud (R.S. 14:71.1)
 - 2.7 Forgery (R.S. 14:72)
 - 2.8 Contractors; misapplication of payments (R.S. 14:202)
 - 2.9 Malfeasance in office (R.S. 14:134)

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

And, executes this document as:

Company Name: _____

Address: _____

Phone Number: _____ FAX Number: _____

By: _____

Signature of Authorized Owner or Representative

Title

Date

Print Name: _____ Email Address: _____

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

FROM:

License #

PLEASE RUSH TO:

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

SEALED BID FOR:

IFB Number:

Project Name:

Opening Date:

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