



**THEPORT**

**Caddo-Bossier Parishes  
Port Commission**

**Minority and Women  
Owned Business Program**

**May 20, 2010**

## MINORITY AND WOMEN-OWNED BUSINESS PROVISIONS

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### SECTION I

#### INTRODUCTIONS

In accordance with all applicable state and federal laws, the Caddo-Bossier Parishes Port Commission, hereinafter "Commission" or "the Commission" has adopted the following policy for its Minority and Women Business Program (M/WBE) to comply with The Commission's Ordinance of ensuring equal contracting and purchasing opportunities to all.

1. The purpose of an M/WBE Program is to ensure that businesses are actively solicited and given an equal opportunity to compete and participate as strategic partners and suppliers of goods and services with The Commission.
2. The primary objective is to increase minority and women-owned business participation in number and value of business transactions, while continuing to purchase and form strategic partnerships on the basis of competitive expertise, safety, value, price, delivery and financial stability.
3. Collaborating with minority and women-owned businesses is essential to our local economic growth and development. These companies help sustain local economic competition and enhance quality of life. The results include jobs, which contribute to local economic stability and growth. The direct and in-direct impacts are visible to suppliers and add to retail and services industries, respectively. It is in the best interest of the Commission to increase value, health and quality of life in the communities in which it serves.
4. It is also in the Commission's best interest to emphasize the utilization of Minority and Women Businesses to increase the bidder pool, which may result in better pricing on Commission contracts.

5. The guidance provided in this document is not all-inclusive and shall be adjusted on an as needed basis and as directed by governing local, state, and federal laws, rules, and regulations. The objective is always to improve and expand these very important economic initiatives.
6. This program does not employ any set-aside or quota provisions. The goals set for each category have been researched and established based on availability and general interest. The goals will be monitored, reported and evaluated periodically to determine the program's effectiveness. The Commission encourages all businesses to make a "good faith" effort to achieve the participation goals it has set.
7. The Commission's overall objectives are: (a) create more competitive procurements; (b) increase M/WBE participation in number and dollar value of business transactions; and (c) form more strategic partnerships based on competitive expertise.

## SECTION II

### POLICY STATEMENT

It is the policy of the Commission to ensure every effort is made and every opportunity is explored to include Minority and Women owned businesses all contracting opportunities.

At no time shall any Commission department or representative exclude any responsive bidder from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and/or performance of any contract or purchase on the basis of race, color, sex, religion, handicap, familial status, or national origin.

The Commission has unanimously adopted *Ordinance No. 2* (See page 16) to demonstrate its commitment to the inclusion of Minority and Women owned businesses in its entire procurement process through the implementation of this program.

### PROGRAM SUMMARY

The Commission shall provide adequate programs and services to assist all businesses interested and seeking to do business with The Commission. The intent is to allow all businesses an equal opportunity do business with The Commission. In keeping with that commitment, The Commission shall provide programs and services to assist all business concerns in the development and growth of their business. The Commission will take measures to evaluate and ensure optimum contracting and purchasing opportunities are made available.

The intent of this policy is to identify and eliminate any barriers which may have an adverse impact upon any business' participation in all The Commission's purchases and contracting. All prime contractors will be required to participate in this endeavor and at no time shall they discriminate based on race, color, sex, religion, handicap, familial status, or national origin in the award and performance of any Commission contract.

The Program is designed to: (1) to establish a policy to provide an equal opportunity for Minority and Women owned businesses to participate in Port procurements in construction, professional services, and other goods and services; (2) create and implement a formal compliance procedure for monitoring Minority and Women owned business enterprise participation and; (3) encourage the growth and utilization of businesses with offices located in the Commission's Standard Metropolitan Statistical Area (SMSA).

After careful review, The Commission hereby establishes the following **MINIMUM** participation goals for Minority and Women owned businesses for 2010:

Category	Goal
Construction	30%
A&E Services	35%
Other Professional	25%
Other Services	20%
Goods	15%

The overall goal for the Commission for 2010 is set at a **MINIMUM** of 25%, (20% MBE; 5% WBE)

Bidders' inclusion of M/WBE businesses will be a consideration as an element to determine the

responsiveness of a bid. Proposals exceeding the goals above will merit additional attention.

All firms or individuals seeking to do business with the Commission or other related partners who are engaged in design, development, construction, management, concessions, services, supplier or other procurements, shall agree to be contractually obligated to fully comply with the objectives of the Port's M/WBE goals program.

Compliance monitoring of the M/WBE program will occur and rest exclusively with the Executive Director or his designee.

### SECTION III

#### DEFINITIONS AND INTERPRETATIONS

(As defined under 49CFR)

1. "Minority Business Enterprise," or "MBE," is a business: (1) which is at least 51 percent owned by one or more Minority persons, or in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more Minority persons; and (2) whose management and daily business operations are controlled by one or more of the Minority persons who own it.

2. "Minority Person(s)" are those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are:

(a) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(b) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese cultures or origin, regardless of race;

(c) "Native Americans," which includes persons who are American Indians;

(d) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, Republic of Palau, the Commonwealth of the Northern Marianas Islands,

Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(e) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka.

3. "Women-Owned Business Enterprise," or "WBE," is a business: (1) which is at least 51 (fifty-one) percent owned by a women or women, or, in the case of any publicly-owned business, at least 51 (fifty-one) percent of the stock is owned by one or more women; and (2) whose management and daily business operations are controlled by one or more of the women who own it.

4. "Control" is the primary power to direct the management of a business enterprise - specifically, the Minority or women owner(s) must possess the power and ability to direct or cause the direction of the management and policies of the firm, and to make the day-to-day, as well as major, decisions on matters of management, policy and operations.

5. "M/WBE" refers to a certified Minority and/or Women-owned business enterprise.

6. "Good Faith Efforts" are efforts to achieve a goal or other requirements, which by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the M/WBE program guidelines.

7. "Certification" means the certification of a firm as an M/WBE by The City of Shreveport, State of Louisiana or other recognized certifying entity approved by the Port's Executive Director.

8. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles or equipment required under the contract and of the general character described by the specifications.

9. A "regular dealer" is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock and regularly sold or leased to the public in the

usual course of business. To be a regular dealer, the firm must be an established, regular business that engages as its principal business and under its own name, in the purchase and sale or lease of the products in question.

#### SECTION IV

##### CERTIFICATION OF M/WBES

1. A prospective M/WBE that is not certified by The City of Shreveport, State of Louisiana or other recognized certifying entity approved by the Port's Executive Director must submit a certification application and the appropriate forms to the respective certification agencies. All such firms shall cooperate in supplying additional information as requested by the certification agencies. The Commission will rely upon the certification of the City of Shreveport or the State of Louisiana to determine the eligibility of the M/WBE firms. However, the Port reserves the right to certify eligible M/WBEs.

2. Bona fide Minority group membership shall be established based on the individual's claim that he or she is a member of a Minority group and is so regarded by the particular Minority community. The M/WBE firm should be prepared to provide, upon request, appropriate documentation, e.g., tribal rolls, birth certificates, visas, passports, etc., necessary to clearly support its claim of Minority or gender status.

3. The certification eligibility of an M/WBE certified joint venture will be determined on a project-by-project basis by the Commission. Appropriate forms to apply for M/WBE certification are available from the City or the respective certification agencies.

4. Information concerning M/WBEs currently certified through the City of Shreveport or the State of Louisiana may be obtained from the City or the State. Notwithstanding other M/WBE certification or registration, firms identified to participate as M/WBEs on Commission contracts are subject to the certification review process.

5. Bidders are reminded that only certified M/WBEs may participate in Commission contracts in such capacities. If bidders propose using an M/WBE not currently certified, it is strongly urged that the Port be contacted well in advance of the date set for receipt of

bids in order to enable review of the proposed M/WBE's eligibility.

#### SECTION V

##### PARTICIPATION GOALS/CREDIT TOWARD GOALS

As stated in the introduction, it is the intent of the Commission to ensure equal contracting and purchasing opportunities are made available to all.

1. When an M/WBE participates in a contract, the Commission will count only the value of the work actually performed by the M/WBE toward goal achievement.
2. The Commission will count the entire amount of that portion of a construction contract that is performed by the M/WBE's own forces; including the cost of supplies and materials obtained by the M/WBEs for the work of the contract, including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime contractor or its affiliate).
3. The Commission will count the entire amount of fees or commissions charged by an M/WBE firm for providing a bona fide service; such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract. This assumes that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The Commission will count only the value of the work subcontracted to an M/WBE subcontractor from an M/WBE subcontractor toward the goal. The Commission will not count the work that an M/WBE subcontracts to a non M/WBE firm toward M/WBE goals.
5. With respect to a joint venture, the Commission will count only that portion of an M/WBE's participation in the total dollar value of the contract that the M/WBE performs with its own forces toward the goal.
6. The Commission will count only expenditures to

an M/WBE contractor toward M/WBE goals if the M/WBE is performing a *commercially useful function*. (See Item 7 and 8 for explanations).

7. An M/WBE performs a commercially useful function when it is responsible for execution of the work of the contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
8. To perform a commercially useful function the M/WBE must also be responsible for the materials and supplies used in his portion on the contract, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable) and paying for the material itself.
9. The Commission will determine whether an M/WBE is performing a commercially useful function by evaluating the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the M/WBE credit claimed for its performance of the work and other relevant factors including:
  - (a) An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, the Commission will examine similar transactions, particularly those in which M/WBEs do not participate; and
  - (b) If an M/WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice for the type of work involved. Under these circumstances, the Commission will presume that the firm is not performing a commercially useful function.

When an M/WBE is presumed not to be

performing a commercially useful function the M/WBE may be allowed to present evidence to rebut this presumption. The Commission may then determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

10. The Commission will use the following factors in determining whether an M/WBE trucking company is performing a commercially useful function:
  - (a) The M/WBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract and there cannot be a contrived arrangement for meeting M/WBE goals;
  - (b) The M/WBE must own and operate at least one fully licensed, insured and operational truck used on the contract;
  - (c) The M/WBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures and operates using drivers it employs;
  - (d) The M/WBE may lease trucks from another M/WBE firm, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE receives credit for the total value of the transportation services the lessee M/WBE provides on the contract; and
  - (e) The M/WBE may also lease trucks from a non M/WBE firm including an owner-operator. The M/WBE who leases trucks from a non M/WBE is entitled to credit only for the fee or commission it receives because of the lease arrangement. The M/WBE does not receive credit for the total value of the transportation services provided by the lessee since these services are not provided by an M/WBE.

11. The Commission will count expenditures with M/WBEs for materials or supplies toward M/WBE goals as provided in the following:

- (a) If the materials or supplies are obtained from an M/WBE manufacturer, count 100 percent of the cost of the materials or supplies toward M/WBE goals.
- (b) If the materials or supplies are purchased from an M/WBE regular dealer, the Port will count 60 percent of the cost of the materials or supplies toward M/WBE goal.
- (c) With respect to materials or supplies purchased from an M/WBE, which is neither a manufacturer nor a regular dealer, the Commission will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies. Fees or transportation charges for the delivery of materials or supplies required on a job site can also be counted, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. The Commission will not count any portion of the cost of the materials and supplies themselves toward M/WBE goals.

12. The Commission will not count the participation of an M/WBE subcontractor toward the prime contractor's M/WBE achievements or overall goal until the amount being counted toward the goal has been paid to the M/WBE.

**SECTION VI**

**GOOD FAITH EFFORTS/DEMONSTRATION OF GOOD FAITH EFFORT**

- 1. All Commission contractors must make good faith efforts to meet the goal. The contractor can meet this requirement in one of two ways. First, the contractor can meet the goal, documenting commitments for participation by M/WBE firms. Second, if a contractor does not meet the goal, the contractor can document good faith efforts.
- 2. This means that the contractor must show that it took all necessary and reasonable steps to achieve a goal or other requirement of this plan, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain

sufficient participation, even if they were not fully successful. This information must be fully documented and submitted by the contractor to the Executive Director or his designee for review.

- 3. If a bidder does not meet the M/WBE goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Executive Director or his designee that it has made a good faith effort to meet the M/WBE goals.
- 4. This good faith effort documentation must be submitted when required by the Commission's solicitation.
- 5. All prime contractors, including M/WBE contractors, are required to submit good faith efforts documentation, if necessary.
- 6. In evaluating a bidders' good faith effort submission, the Commission will only consider those documented efforts that occurred prior to the good faith efforts determination.
- 7. In the event a firm cannot be certified in accordance with the Certification of M/WBE's section, the bidders will be notified and given an opportunity to substitute that firm with another M/WBE firm. The bidder will have 10 (ten) calendar days from the date of notification to accomplish the substitution. In the event the bidders is unable to contract with another substitute M/WBE firm, the good faith efforts that the bidders made in attempting to contract with a substitute M/WBE firm must be documented to the Executive Director or his designee at the end of the same 10 (ten) calendar day period.
- 8. In making a determination that the bidders made a good faith effort to meet the M/WBE goals, the bidders shall furnish to the Executive Director or his designee, as part of its M/WBE utilization information provided under the Port's M/WBE requirements, specific documentation concerning the steps it has taken to obtain M/WBE participation. By way of illustration and not limitation, the Executive Director or his designee will consider the following information:
  - (a) Whether the bidder attended any pre-bid or pre-

proposal meetings scheduled by the Port to discuss, among other matters, M/WBE participation opportunities and acknowledged receipt of M/WBE certified vendor lists.

(b) Whether the bidder advertised in general circulation, trade association, and/or minority/women focused media concerning subcontracting opportunities.

(c) Whether the bidder provided written notice to a reasonable number of M/WBEs that, their interest in the contract was being solicited in sufficient time to allow M/WBEs to participate effectively.

(d) Whether the bidder followed up initial solicitations of interest by contacting M/WBEs to determine with certainty whether the M/WBEs were interested.

(e) Whether the bidder selected portions of the work to be performed by M/WBEs in order to increase the likelihood of meeting the M/WBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate M/WBE participation);

(f) Whether the bidder provided interested M/WBEs with adequate information about the specifications and/or statement of work and requirements of the contract.

(g) Whether the bidder negotiated in good faith with interested M/WBEs regarding their capabilities;

(h) Whether the bidder rejected M/WBEs as unqualified without sound reasons based on a thorough investigation, using good business judgment including consideration of price;

(i) Whether the bidder rejected and whether the bidder rejected and/or negotiated in good faith with interested M/WBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested M/WBE firms;

(j) Whether the bidder made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, insurance, etc., as required by The Commission or the bidders;

(k) Whether the bidder made efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

(l) Whether the bidder effectively used the services of available Minority and women community organizations; contractor groups; local, State, and Federal business assistance offices; and other organizations that provide assistance in the identification of M/WBEs;

(m) Whether the bidder obtained written documentation from a bona fide surety company indicating that bonding was denied and for what reason(s) prior to the M/WBE being rejected as a potential subcontractor for failing to obtain bidder's required bonding. Documentation furnished by a surety company will be subject to verification by The Port; and

(n) Whether other bidder on the same project or similar projects have attained a sufficient level of M/WBE participation to meet the contract goals.

9. The Executive Director or his designee will look at not only the different kinds of efforts that the bidder has made, but also the quantity and intensity of those efforts. Efforts that are merely pro forma are not good faith efforts to meet the goals if, given all relevant circumstances, the bidder's efforts could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goals.

10. Bidders are reminded that the issue of whether or not the bidder has met or exceeded the established goals and/or demonstrated good faith efforts is considered a matter of the bidder's responsibility. The Commission's Procurement Department will only award contract(s) to bidders determined to be responsible.

## SECTION VII

### MODIFICATIONS OR SUBSTITUTIONS

1. This provision applies to all modifications and substitutions after a contract is awarded. The Contractor will be required to comply with this provision to the extent needed to achieve the M/WBE goals agreed to at the time of contract award.

2. If a prime contractor wishes to terminate or substitute an M/WBE subcontractor previously listed as fulfilling its contract goal, it must submit written documentation prior to the termination or substitution of the M/WBE subcontractor to the Executive Director or his designee. This will include any changes to items of work, material, services, or M/WBE firms that differ from those identified on the Intent to Perform As A Subcontractor (page 11) form on file with the contract. The Contractor must provide all documentation and information as may be requested with respect to the requested change.
3. The Contractor's documentation shall include the specific reason(s) for the proposed change. Specific reasons that are acceptable include, but are not limited to: (a) the M/WBE was not able to perform; (b) the M/WBE was unable to produce acceptable work; (c) and/or the M/WBE has submitted an unreasonable escalation in price.
4. In the case of an M/WBE subcontractor being substituted by another M/WBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed M/WBE firm. The Executive Director or his designee will approve or disapprove the change.
5. The substitute M/WBE firm must be certified as previously stated in order for the Contractor to receive credit toward fulfilling its M/WBE participation goal for the contract. In the event that the Contractor is unable to contract with another M/WBE firm, good faith effort documentation must be provided to the Executive Director or his designee describing the unsuccessful attempts to locate a substitute M/WBE.
6. In all situations, the Contractor may not terminate or substitute an M/WBE subcontractor without the prior written consent of the Executive Director or his designee.
7. The Contractor must submit a new Intent to Perform As A Subcontractor form for the substitute M/WBE firm(s) with the request for change, to verify that the new M/WBE firm(s) is

certified. The Executive Director or his designee shall notify the Contractor in writing of his decision as expeditiously as possible. If the contract has been awarded and the Executive Director or his designee approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed M/WBE firm to the Executive Director or his designee within ten (10) business days of its receipt of the substitution approval.

8. If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform As A Subcontractor form specified for contract modifications for any M/WBE subcontractor affected by this change. This form may be obtained from the Executive Director or his designee.
9. If the Contractor does not comply with this Provision, The Commission may elect to apply contract remedies, as appropriate. Additionally, the Port Procurement Department may order that the Contractor forfeit the profits from the terminated portion of the M/WBE subcontract.

## SECTION VIII

### BIDDERS'S M/WBE OBLIGATION

The bidders agree to ensure that M/WBEs have a fair opportunity to participate in the performance of this contract. The bidders shall take all necessary and reasonable steps to remove barriers to M/WBEs' opportunity to compete for and to perform work under any contract awarded because of this solicitation.

## SECTION IX

### PAYMENT DOCUMENTATION

1. Concurrent with the submission of the invoice or each request for a progress payment under this contract, the Contractor shall provide a breakdown of the amounts paid to M/WBEs identified by the Contractor to participate in this contract. The breakdown shall be provided on the M/WBE Payment Report form, which is available at the Commission's Office, or a photocopy of the

attached M/WBE Payment Report (Page 12). As provided elsewhere in the contract, the Commission may withhold all or part of any payment otherwise due the Contractor if the Contractor fails to submit the M/WBE Payment Report form and/or make prompt payments to its subcontractors, suppliers, material men or laborers.

2. The Contractor's signature on the M/WBE Payment Report is a certification by the Contractor of the truth and accuracy of the matters contained in the Report. After award of the contract and prior to submission of the first invoice or request for progress payment, the Contractor shall, by written notice to the Executive Director or his designee, identify the person(s) with authority to sign the M/WBE Payment Reports for the Contractor.

#### SECTION X

#### SANCTIONS FOR NONCOMPLIANCE WITH THE PORT'S M/WBE PROGRAM PROVISIONS

Failure of the Contractor to carry out the Commission's M/WBE program provisions shall constitute a breach of contract and may result in termination of the Contractor for default or such remedy as the Commission may deem appropriate. The Commission reserves the right to apply legal and contract remedies available under state and local law, including but not limited to, responsibility determinations in future contracts, suspension/debarment procedures, and forfeiture of profits as provided for elsewhere. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

#### SECTION XI

#### SUBMISSION OF M/WBE UTILIZATION FORMS AND RELATED DOCUMENTATION

1. Each bidder should submit to the Commission an executed Schedule of M/WBE Participation (page 10) and Intent to Perform As a Subcontractor form (Page 11) for each proposed M/WBE subcontractor and other documentation required by the solicitation on the date set forth in the Commission's bid documents.

2. The Intent to Perform As A Subcontractor form for each proposed M/WBE subcontractor shall constitute a representation by the bidders to the Commission that it believes such firm is certified as an M/WBE, and is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the bidders that if it is awarded the contract, it will enter into a subcontract with such M/WBE firm for the work described at the approximate price set forth in the Intent to Perform As A Subcontractor form.
3. If the M/WBE subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the bidders will be required to immediately notify the Executive Director or his designee of the changed amount and the reason(s) for the change. Modifications and/or substitutions of any M/WBE firm shall be in accordance with the M/WBE Modifications or Substitutions section.
4. Except as authorized by the Executive Director or his designee, the successful bidders shall enter into formal agreements with the M/WBE firms shown in the submitted Intent to Perform As A Subcontractor form(s) within ten (10) business days after receipt of a contract executed by the Port Procurement Department. The successful bidders (Contractor) shall provide the Executive Director or his designee two copies of each agreement within three (3) business days of execution.
5. If a bidder is an M/WBE and lists itself on the Intent to Perform As A Subcontractor form, it is required to perform the work indicated with its own work force.

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**SCHEDULE OF M/WBE PARTICIPATION**

**INSTRUCTIONS:** In accordance with the conditions set forth in this solicitation, the successful bidder shall submit this form and an executed "Intent to Perform as a Subcontractor" for each M/WBE listed.

Name, Address, Telephone, (include name of contact person)	Indicate with a "X" MBE WBE	Description of work services provided. Where applicable specify "supply", "install", or both.	Dollar amount of subcontract.	M/WBE % of total contract price.

The undersigned will enter into a formal agreement with the M/WBE firms listed in this Schedule, or approved substitutions, conditioned upon execution of a contract with the Caddo-Bossier Parishes Port Commission. **NOTE:** This Schedule is to be signed by the person signing the bid/proposal. Bidders are advised that the information contained herein will be verified with the designated M/WBE firm(s).

Bidder: \_\_\_\_\_ Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**INTENT TO PERFORM AS A SUBCONTRACTOR**

All Minority and Women Business Enterprise (M/WBE) firms participating in the M/WBE Program must have "current" certification status recognized by Caddo-Bossier Parishes Port Commission prior to award of this contract.

1. The undersigned intends to perform work in connection with the above project as (check one):

An individual / sole proprietorship

a partnership

A corporation

a joint adventure

2. The undersigned (check applicable statements):

has current 8(a) status with the U.S. Small Business Administration. *Attach 8(a) letter*

has been certified by The City of Shreveport (Certification # \_\_\_\_\_). *Attach Certification form*

is certified by another entity having equal certifying standards as The City of Shreveport (e.g., State of Louisiana) (Certification # \_\_\_\_\_). *Attach Certification form*

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" or "install" or "both"): \_\_\_\_\_ and at the following price \$\_\_\_\_\_. With respect to the proposed subcontract described above, \_\_\_\_\_ percentage of the dollar value of such subcontract will be sublet and/or awarded to non M/WBE contractors.

By: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Name of M/WBE Firm) (Signature of Authorized Representative)

By: \_\_\_\_\_ PHONE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Name of Prime Firm) (Signature of Authorized Representative)

# PAYMENT REPORT FORM

For Official Office Use Only:	1) Invoice No. _____ 2) Report No. _____
3) Reporting Period From: _____ To: _____	

**CADDO-BOSSIER PARISHES PORT COMMISSION**  
 PO Box 52071  
 Shreveport, LA 71135  
 318 534-2273

**Instructions:** All prime contractors are required to complete and submit this report as specified in the contract, or as requested by the Minority Business Officer, until final payment of the contract. Note: Failure to comply with Caddo-Bossier Parishes Port Commission's Minority and Women-Owned Business enterprise provisions may result in contract termination, or the suspension or debarment of the contractor from doing business with Caddo-Bossier Parishes Port Commission in the future. Detailed instructions are provided to complete this report.

4) Contract No./Name	5) Type of Contract Construction _____ Service _____ Professional _____ Supply _____	6) Contractor's Business Name, Address and Telephone Number	
7) Date of Contract Award	8) Scheduled Date of Completion	9) Original Contract Amount	10) Current Cont. Amount
11) Total Amount Rec'd To Date	12) Total Amount Owed Amount of This Invoice	13) Committed Minority and Women Minority _____% Women _____%	14) M/WBE Instruction for Calculation of Percentage: Dollar amount paid to M/WBE divided by dollar amount received by Contractor from Caddo-Bossier Parishes Port Commission.  15) Actual Minority and Women-Owned Business Participation % to date Minority _____% Women _____%
16) Name of Subcontractor 17) M/WBE 18) Description of Work 19) Amount & Date of last Payment(s) Made During Current Contract		20) Subcontract Dollars	21) Amount Paid to Date (\$)
Company Official's Signature & Title		Date Signed _____ Name & Title of Individual Completing Report _____	

**INSTRUCTIONS FOR CONTRACTORS  
"HOW TO FILL OUT PAYMENT REPORT FORM"**

The Payment Report Form is to be filled out by the Contractor and submitted with each invoice. The instructions below correspond to each item on the reverse side of the report. Please follow the instructions.

1. **Invoice No.**  
Fill in the invoice number accompanying this report.
2. **Report No.**  
Fill in the number of the report you are sending in sequence. For example, if this is the second invoice you are submitting, you are sending in Report No. 2.
3. **Reporting Period**  
This is to be filled in to state the period of time you are reporting. Example: From: March 1, 2010 to: March 31, 2010.
4. **Caddo-Bossier Parishes Port Commission Contract Number**  
Fill in the contract number assigned to your project by Caddo-Bossier Parishes Port Commission.
5. **Type of Contract**  
Designate the type of contract that has been awarded your company by Caddo-Bossier Parishes Port Commission.
6. **Contractor's Business Name, Address and Telephone Number**  
Fill in your company's name, address, and telephone number.
7. **Date of Contract Award**  
Fill in the date contract was executed by both you and Caddo-Bossier Parishes Port Commission.
8. **Scheduled Date of Completion**  
Fill in completion date of contract as written in contract.
9. **Original Contract Amount**  
Fill in dollar amount of original contract agreed upon by you and Caddo-Bossier Parishes Port Commission.
10. **Current Amended Contract Amount and Date**  
Fill in dollar amount of original contract plus/minus the dollar amount agreed upon later because of contract modifications, if applicable. Include date modification was executed.
11. **Total Amount Received to Date**  
Fill in the dollar amount you have received from Caddo-Bossier Parishes Port Commission to-date.
12. **Total Amount Owed**  
Fill in the dollar amount of the contract minus amount paid to you by Caddo-Bossier Parishes Port Commission.
13. **Committed Minority/Women-Owned Participation**  
Fill in the percentage of M/WBE participation you committed to obtain in the contract.
14. **Instructions for Calculation of Minority/Women-Owned Business Enterprise Percentage**

15. **Actual Minority/Women-Owned Business Enterprise Percent Paid-to-Date**  
Fill in the calculated dollar amount paid to the M/WBE divided by the dollar amount you received from Caddo-Bossier Parishes Port Commission.
16. **Name of Subcontractors**  
Name all M/WBE subcontractors. (Use additional sheets as necessary.)
17. **Minority/Women-Owned Business Enterprise**  
State whether the subcontractor is a MBE or WBE.
18. **Description of Work**  
State the work performed by the M/WBE subcontractor.
19. **Amount and Date of Last Payment**  
State the amount and date of last payment made to each M/WBE subcontractor. Submit evidence of payment, i.e., cancelled check, check register, etc.
20. **Subcontract Value (Dollars)**  
State the committed dollar value to the M/WBE subcontractor for the duration of the contract.
21. **Total Amount Paid-to-Date (Dollars)**  
Add all amounts paid to each M/WBE subcontractor to date.
22. **Percent of Earned Progress to Date**  
State dollar amount paid to the M/WBE subcontractor divided by the amount committed to them.
23. **Amount of This Invoice Allocated to the Subcontractor**  
Fill in how much of this invoice will be paid to each M/WBE subcontractor.

The Caddo-Bossier Parishes Port Commission  
ORDINANCE NO. 2 OF 2010  
MINORITY AND WOMEN-OWNED BUSINESSES (M/WBE)

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WHEREAS, women-owned and minority businesses represent a foundation of the American private enterprise system;

WHEREAS, it is in the best interest of the Caddo-Bossier Parishes Port Commission to stimulate the growth of women-owned and minority businesses; and

WHEREAS, growth of such businesses can be encouraged through their full participation in all phases of Commission procurement opportunities;


NOW, THEREFORE, BE IT RESOLVED BY THE CADDO-BOSSIER PARISHES PORT COMMISSION ("THE COMMISSION") MEETING AS REGULARLY SCHEDULED AT BOSSIER CITY, LOUISIANA, THAT:

- SECTION I.** It is the policy of the Commission to equitably and conscientiously include minority and women-owned business enterprises ("M/WBEs") in the Commission's Procurement Process for all basic bids and services, construction and professional services.
- SECTION II.** The Commission is committed to the administration of an effective M/WBE program including participation goals, educational programs for all contractors and vendors, inclusion of M/WBE policy statement in all solicitation, M/WBE outreach programs, quarterly reports on M/WBE performance and periodic internal audit reports on its procurement process all as set forth in its "Minority and Women-Owned Business Program" adopted this date as may be supplemented and amended by this Commission in the future.
- SECTION III.** The Commission reaffirms that it will not, nor will its contractors, discriminate because of race, color, religion, national origin or sex in the award and performance of contracts.
- SECTION IV.** In 2004, the Commission adopted its Ordinance No. 3 of that year to modify and outline its efforts to make use of M/WBE businesses which ordinance is hereby repealed by the enactment of this Ordinance No. 2 of 2010 titled "MINORITY AND WOMEN-OWNED BUSINESSES (M/WBE)" which hereby adopts by reference the "Minority and Women-Owned Business Program" adopted this date by the Commission.
- SECTION V.** Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from the Commission's normal and statutory purchasing process.

**SECTION VI.**

This ordinance shall take effect from and after this date and it is accordingly so ordered by this Commission.

PASSED AND APPROVED BY THE CADDO-BOSSIER PARISHES PORT COMMISSION in regular Meeting at Bossier City, Louisiana, this 17<sup>th</sup> day of June, 2010.

  
JAMES D. HALL, President

ATTEST:

  
ERICA R. BRYANT, Secretary-Treasurer

  
ERIC ENGLAND, Executive Port Director