

CLAY MADDEN  
MAYOR

**City of Mandeville**  
"THE HEART OF THE OZONE BELT"



CITY COUNCIL

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**DISTRICT II**  
JILL MCGUIRE  
**DISTRICT III**

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

Sealed Bids will be accepted until WEDNESDAY, AUGUST 3, 2022, at 11:00 A.M., CST in the office of the Purchasing Agent, City Hall, Mandeville, Louisiana, 3101 East Causeway Approach, Mandeville, LA, 70448 from dealers or firms qualified to provide an AIRBOAT HULL, ENGINE, AND TRAILER to the City of Mandeville, project number 212.21.001. Bids will be opened and publicly read aloud after 11:00 A.M. in the City Council Chambers, City Hall, Mandeville, Louisiana. Any bids received after 11:00 A.M. will be returned unopened.

Interested parties may obtain the solicitation package or submit written inquiries by contacting the Purchasing Agent, 985-626-3144 ext. 202, or by emailing [purchasing@cityofmandeville.com](mailto:purchasing@cityofmandeville.com). Written inquiries must be submitted no later than Tuesday, July 26, 2022, at 2:00 P.M., CST.

There will be a non-mandatory pre-bid conference on Thursday, July 21, 2022, at 11:00 A.M. at the Mandeville Department of Public Works Building, 1100 Mandeville High Blvd, Mandeville, LA 70471. For contractors wishing to attend remotely, a meeting link will be provided via email no later than 24 hours prior to the conference.

Contractors may also view the documents and submit electronic responses at [www.centralauctionhouse.com](http://www.centralauctionhouse.com). For questions relating to the electronic submission process, please call Central Auction House at 833.412.5717 or email [info@centralbidding.com](mailto:info@centralbidding.com).

The outside envelope in which the bid is placed must be clearly marked as follows:

**Sealed Bid: Airboat Hull, Engine, and Trailer Project No. 212.21.001**

**Bid Due Date and Time: Wednesday, August 3, 2022, at 11:00 A.M., CST**

**INCLUDE: VENDOR'S NAME, ADDRESS, AND LOUISIANA STATE DEALER'S LICENSE**

It is requested, but not mandatory, that the entire bid package be submitted in duplicate. Duplicate copy can be a photocopy.

*All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this purchase shall apply to the Contract throughout.*

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*Clay Madden, Mayor*

*St Tammany Farmer: July 6, 13, 20*



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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

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## I. INTRODUCTION

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The City of Mandeville is hereby soliciting sealed bids from dealers or firms interested and qualified to provide two tilt-deck trailers to the City of Mandeville. This contract is subject to separation into two (2) contracts, in the interest of accepting the lowest bid per trailer.

Bids shall be submitted for quantity one (1) each of 16,000-pound and 30,000-pound trailers, per specifications in Section IV: Technical Specifications of this document and include all freight costs and surcharges. Bids shall also include projected lead time for delivery to the City of Mandeville.

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## II. BID SUBMISSION REQUIREMENTS

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The following documentation shall be completed and included in the sealed bid:

1. Bid Form (Attachment A)
2. Certification of Signing Authority: A Corporate Resolution or other written of the authority of person signing the bid is required at time of submission of bid.
3. IRS Form W-9
4. Completed and Signed City of Mandeville Affidavits (Attachments B through G)
5. Proof of Relevant Insurance as provided in The City of Mandeville Insurance Requirements (Attachment H)

Bid prices shall include all vendor fees and charges including delivery charges to the City of Mandeville, at the location specified in the Technical Specifications. Materials shall be quoted in the unit of measure specified. The City of Mandeville is exempt from all state and local sales taxes.

There is no bid bond requirement for this bid.

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## III. GENERAL CONDITIONS FOR BIDDERS

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1. City of Mandeville reserves the right to revise any part of the solicitation by issuing an addendum to the ITB specification.
  2. Bid Rejection – The City of Mandeville reserves the right to reject for cause any and all bids or parts of bids or accept bids most beneficial to the City.
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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

3. Withdrawal of Bid - A bid may be withdrawn by the bidder if done by affidavit within 48 hours of bid opening, but only for patently obvious, unintentional, and substantial mechanical, clerical or mathematical errors. (LA R.S.38:2212(J)).
4. Ownership of Bid - All materials submitted in response to this request become the property of the City of Mandeville. Selection or rejection of a Bid does not affect this right.
5. Proprietary Information - Only information which is legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a Bid identified as such must be clearly marked in the Bid and shall be handled in accordance with the Louisiana Public Record Act, R.S. 44: 1-44 and applicable rules and regulations. Any Bid marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.
6. Cost of Preparing Bids - City of Mandeville is not liable for any costs incurred by vendor prior to issuance of a purchase order or entering into a contract. Costs associated with developing the Bid, preparing for oral presentations, and any other expenses incurred by the proposer are entirely the responsibility of the proposer/respondent, and shall not be reimbursed in any manner by City of Mandeville.
7. Errors and Omissions in Bid - City of Mandeville shall not be liable for any errors in Bids. City of Mandeville reserves the right to make corrections or amendments to the Solicitation due to errors identified in Bids by City of Mandeville or the proposer/respondent. City of Mandeville, at its option, has the right to request clarification or additional information from the proposer/respondents; if requested, such information shall be provided within ten (10) days of request.
8. Contract Award and Execution - Contract will be awarded to lowest responsive, responsible bidder. City of Mandeville reserves the right to enter a contract without further discussion of the Bid submitted based on the initial offer received. The specifications of solicitation and bid of the low bidder shall become part of any purchase order initiated by City of Mandeville.
9. Cancellation of contract/purchase order with cause - The City of Mandeville reserves the right to cancel any contract, in accordance with Purchasing Policy, rules and regulation, for cause, including, but not limited to the following:
  - a. Failure to deliver within the time specified on the bid form;
  - b. Failure of the product or service to meet specifications, conform to sample quality or to be delivered in good condition;
  - c. Misrepresentation by the vendor or contractor.

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

- d. Fraud, collusion, conspiracy, or other unlawful means of obtaining any contract with the City of Mandeville; e) Conflict of contract provisions with constitutional or statutory provisions of State or Federal law; f) Any other breach of contract.
- 10. Payment terms - Payment will be made with 30 days after receipt of properly executed invoice for receipt of materials.
- 11. All portions of the Bid package specifications shall become part of the contract.
- 12. Materials shall conform in quality to the accepted standard of industry and as listed in the Technical Specifications. The materials provided shall meet or exceed all federal and state standard requirements of quality.
- 13. Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).
- 14. Pursuant to LA R.S. 38:2212.1.C (1) (2). Any manufacturer's preference in this bid is descriptive, but non-restrictive, and is used only to indicate minimum requirement for type, grade and quality unless otherwise specified. Bids for products considered functionally equivalent will be considered provided brand names and stock numbers are specified. Complete product data may be required prior to award. Upon review of bids, proposed equipment may be accepted if it is determined to be equal to or exceeding minimum stated specifications.
- 15. Pursuant to LA R.S. 38:2212 B (1), the provisions and requirement of this bid shall not be considered as informalities and shall not be waived by the City of Mandeville. Therefore, conditions and specifications of the bid shall be strictly enforced and any and all alterations, deviations, and non-compliance to said conditions and specifications, either on the bid form or by separate attachment, shall be grounds for immediate disqualification.
- 16. In case of mathematical discrepancy between unit price and extensions, the unit price shall prevail.
- 17. All erasures or corrections on the bid form must be initialed and the City of Mandeville may rely on the apparent authority represented by the initials.

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

18. Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.
19. Bidder(s) awarded item(s) by the City of Mandeville shall be responsible for supplying all products at the awarded price(s). Failure may result in the City's cancellation of the remaining items awarded.

**-END: GENERAL CONDITIONS FOR BIDDERS-**

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

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#### IV. TECHNICAL SPECIFICATIONS

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##### -HULL-

- 16' LENGTH, 7'6" BEAM WITH POLYMER ON BOTTOM TO ENHANCE PERFORMANCE ON MARSH OR DRY LAND. BOTTOM WIDTH TO BE 6'.
- SIDES TO BE 1/8" MARINE GRADE ALUMINUM.
- BOTTOM TO 3/16 BE MARINE GRADE ALUMINUM.
- ALL WELDED IN ASSEMBLY.
- 8 RUNNERS MINIMUM INSIDE ON BOTTOM; RUNNING WHOLE LENGTH OF HULL. RUNNERS TO BE 1/4" THICK BY 2" TEE BAR. (6061TS ALLOY)
- SIDE DEPTH TO BE 28".
- FLOOR CROSS BRACE TO BE 3" I-BEAM.
- BOW TO BE POINTED, NOT ROUND.
- GUNNEL TO HAVE EXTRUDED CAPPING FOR ADDED SIDE STRENGTH. GUNNEL CAPPING HAS RIBS FOR NON-SKIDDING PURPOSES. THERE IS ALSO A 4" WALKWAY ATTACHED TO GUNNEL.
- SIDES TO HAVE (2) 2" V-CRIMPED RUNNING THE WHOLE LENGTH OF SIDE FOR EXTRA STRENGTH.
- TRANSOM TO BE 3/16" THICK WITH GUSSETS FROM TRANSOM TO INSIDE BOTTOM RUNNERS. TRANSOM TO HAVE TWO DRAIN HOLES.
- DECK TO BE 41" DEEP WITH BULKHEAD WELDED SOLID ON TOP, SIDES AND BOTTOM FOR ADDED STRENGTH. NON-SKID MATERIAL TO BE APPLIED TO DECK TO PREVENT SLIPPING. DECK TO HAVE WATERPROOF TOP OPENING HATCH.
- BULKHEAD TO BE 3/16"
- T-BAR TO BE WELDED BETWEEN ALL T-BAR RUNNERS UNDER BULKHEAD.
- ALL FOUR (4) CORNERS OF HULL TO HAVE 3/16" GUSSETS WELDED AT TOP
- WALK AROUND ATTACHED TO GUNNEL CAP, 4" WIDE
- 2 – TIE DOWN EYES ON TRANSOM

##### -POLYMER-

- THICKNESS TO BE 5/16"
- POLYMER ON SIDES TO BE 10" HIGH BEGINNING AT BOTTOM OF HULL.
- POLYMER TO COVER ALL WELDS WHERE BOTTOM AND SIDES MEET.
- POLYMER TO BE ATTACHED TO HULL WITH 1/4" X 7/8" STAINLESS STEEL FLAT PHILLIPS HEAD MACHINE SCREWS WITH BRASS LOCK NUTS; SCREWS COUNTERSUNK FOR A SMOOTH SURFACE.

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### -ENGINE STAND-

- ENGINE STAND WITH SEAT MOUNTS AND STORAGE AREA TO BE CONSTRUCTED OF STAINLESS STEEL 1" SQUARE TUBING.
- FOOTREST OF ENGINE STAND TO HAVE NON-SKID SURFACE TO PREVENT SLIPPING.

#### -SEATING-

- SEATING FOR 3, 1 DRIVER, 2 PASSENGERS LOCATED ON FOOTREST FLOOR.
- THE 2 PASSENGER SEAT TO HAVE STAINLESS STEEL FOOTREST
- SEATS ARE OF ALUMINUM WITH FOAM PADDING.
- SEATS TO HAVE SNAP ON WEATHER COVERS.

#### -PROP GUARD-

- FRAME TO BE CONSTRUCTED OF 7/8" AND 3/4" STAINLESS STEEL TUBING.
- PROP GUARD FRAME TO BE COVERED WITH 2" X 4" X 12 GAUGE WIRE MESH ATTACHED BY SHORT ARC WELDING.
- 12 GAUGE EXPANDED METAL ON SIDES OF PROP GUARD FROM GUNNEL HEIGHT EXTENDING UP 53" AND FROM BACK OF PROP GUARD EXTENDING FORWARD 36" TO FURTHER PROTECT PROPELLER WHEN AIRBOAT IS USED IN THICK BRUSH.
- PROPELLER GUARD TO HAVE ACCESS DOORS ON EACH SIDE TO MAKE SERVICING ENGINE EASY.

#### -STEERING CONTROL LEVER-

- WILL BE LOCATED ON PORT SIDE OF ENGINE STAND NEXT TO DRIVER'S SEAT.
- LINKAGE BETWEEN STEERING LEVER AND RUDDERS TO BE POSITIVE ACTION STEERING CABLE WITH STAINLESS STEEL INNER CORE AND HEAVY-DUTY VINYL COATING ON OUTSIDE OF CABLE ASSEMBLY.

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### -RUDDERS-

- 2 EACH 5' X 28" AIRFOIL TYPE WITH FOAM FILLED INSIDES. RUDDERS TO BE MADE OF .063 GAUGE ALUMINUM.
- POLYMER BUSHINGS TO BE INSTALLED WHERE RUDDER RODS ENTER AND EXIT TO PREVENT EXCESSIVE WEAR TO RODS AND RUDDERS.

#### -STEERING-

- ALL STEERING LINKAGE AND RUDDERS TIE BAR TO HAVE 3/8" SWIVEL JOINTS AT PIVOT POINTS.

#### -ENGINE-

- 7.4 LITER LSX NEW LEVATOR MARINE WITH A MINIMUM OF 525 HORSEPOWER OR FUNCTIONALLY EQUIVALENT.
- DAY TANK SHALL BE MOUNTED ON ENGINE FOR EASY CHECKING OF COOLANT LEVEL.

#### -GAUGES / MAPPING-

- TACHOMETER, HOUR METER, AMMETER, WATER TEMPERATURE AND OIL PRESSURE TO BE READ ON A GARMIN GPS 86-12 WITH J-19 39 CABLE OR FUNCTIONALLY EQUIVALENT

#### -BATTERY (DUAL WITH MASTER SWITCH)-

- HEAVY DUTY MARINE TYPE IN BATTERY BOX MOUNTED BEHIND TOP SEAT.

#### -GAS TANK-

- 50 GALLON ALUMINUM TANK WITH GAUGE

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### -RADIATOR-

- HEAVY DUTY ALUMINUM RACING TYPE TOP MOUNTED

#### -EXHAUST HEADERS-

- MADE OF STAINLESS STEEL WITH 4" COLLECTORS.
- EXHAUST PIPES TO EXTEND THROUGH TRANSOM.

#### -REDUCTION UNIT-

- MOUNTED ON BACK OF ENGINE AND WILL BE A COUNTER ROTATING CENTURY BELT CH4 2.52 TO 1 RATIO. REDUCTION UNIT WILL BE BELT DRIVE TYPE. PROPELLER WILL BE MOUNTED TO REDUCTION DRIVE UNIT.

#### -PROPELLER-

- (2) 3 BLADE (1) 82" & (1) 80" LENGTH X ADJ. PITCH BLADES; CONSTRUCTION OF PROPELLER TO BE OF COMPOSITE MATERIAL.

#### -BILGE PUMPS-

- 2 - 1500 GALLONS PER HOUR CAPACITY.

#### -LIGHTS-

- FULL NAVIGATION, LED TYPE. (RED, GREEN, AND WHITE)

#### -STARTER SWITCH-

- KEY TYPE

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### -OTHER REQUIRED EQUIPMENT-

- \*\*GRASS GUARD-SOLID ALUMINUM WITH STEP
- \*\*STAINLESS STEEL METAL WORK
- \*\*BOTTOM HULL OILER SYSTEM
- \*\*ADDITIONAL SEATING ARRANGEMENTS (TOTAL 4)
- \*\*ALUMINUM FLOORBOARDS
- \*\*NON-SKID APPLIED TO FLOORBOARDS AND ALL OTHER WALKING SURFACES
- \*\*OIL COOLER: HEAVY DUTY MOUNTED IN FRONT OF RADIATOR TO GIVE BETTER COOLING OF INTERNAL ENGINE PARTS.
- \*\*COMPOSITE PROPELLER
- \*\*BOTTOM LUBRICATOR SPRAYER SYSTEM
- \*\*ENGINE COVER
- \*\*FIRE EXTINGUISHER AND BRACKET
- \*\*ENGINE MANUAL AND OPERATORS MANUAL

\*\* INDICATE THESE ARE TO BE INCLUDED IN PRICE

#### -TRAILER-

- FRAME TO BE CONSTRUCTED OF 5 1/2" ALUMINUM I-BEAM WITH (4) 3-1/2" I – BEAM CROSS BRACES
- 3" SQUARE TUBING FOR TONGUE.
- SIDE GUIDES FOR EASY LOADING OF AIRBOAT.
- REAR LOADING JUMP PAD.
- (2) AXLES TO BE 3500 POUNDS CAPACITY EACH TORSION TYPE.
- HUB SIZE TO BE 1 3/4" X 1 1/4" WITH BEARING BUDDIES ON EACH HUB.
- TIRE SIZE 15"
- TRAILER LIGHTING TO BE INCLUDED WITH MOUNT.
- TRAILER FRAME WILL BE ALUMINUM.
- TRAILER WHEELS WILL BE GALVANIZED.

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## INVITATION TO BID

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### -OTHER TRAILER EQUIPMENT-

- \*\*SPARE TIRE
- \*\*TANDEM AXELS

\*\* INDICATE THESE ARE TO BE INCLUDED IN PRICE

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#### V. WARRANTY REQUIREMENTS

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1. All components used on the assembly of completed airboat will be attached using stainless steel bolts, washers, and brass lock nuts. (this includes engine stand to hull, prop guard to hull, seating, and steering linkage).
2. Manufacturer to include complete operation and maintenance training of boat upon delivery
3. The successful bidder shall provide warranty coverage for material as follows:
  - a. Engine: 1 year
  - b. Hull: 10 years
  - c. Trailer: 1 year

#### -END: TECHNICAL SPECIFICATIONS-

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ATTACHMENT A: BID FORM

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**AIRBOAT HULL, ENGINE, AND TRAILER** PROJECT NO. 212.21.001

The undersigned understands and agrees to furnish the materials as described in the specifications. We (I) certify that we (I) have read and agree to comply with all the requirements detailed in the bid specifications.

This \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_\_.

Acknowledgment of Addenda: # \_\_\_\_\_

Total Base Bid For AIRBOAT HULL, ENGINE, AND TRAILER as detailed in the bid specification:

The sum of: \$ \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Louisiana State Dealer's License Number: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Signature\*\*

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*Name* \_\_\_\_\_ *Title* \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Organization Type:                      Individual ☐                      Partnership ☐                      Corporation ☐  
Other ☐

Federal Tax ID: \_\_\_\_\_ Or Social Security No. \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name: \_\_\_\_\_

**END: BID FORM**

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ATTACHMENT B: NON-COLLUSION AFFIDAVIT

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AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A PROPOSAL FOR \_\_\_\_\_ WHICH \_\_\_\_\_ WAS RECEIVED BY CITY OF MANDEVILLE ON \_\_\_\_\_ AND SAID AFFIANT FURTHER SAID:

1. That vendor employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the vendor whose services in connection with the public contract were in the regular course of their duties for vendor; and
2. That no part of the contract price received by vendor was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the vendor whose services in connection with the project were in the regular course of their duties for vendor.
3. Said proposal is genuine and the vendor has not colluded, conspired or agreed directly or indirectly with any other vendor to offer a sham or collusive proposal.
4. Said vendor has not in any manner, directly or indirectly, agreed with any other person to fix the proposal price of affiant or any other vendor, or to fix any overhead, profit or cost element of said price, or that of any other vendor, to induce any other person to refrain from providing a proposal.
5. Said vendor is not intended to secure an unfair advantage of benefit from The City of Mandeville or in favor of any person interested in the proposed contract.

AUTHORIZED SIGNATURE

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

My commission expires \_\_\_\_\_

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ATTACHMENT C: AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

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AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_  
\_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY  
AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_

\_\_\_\_\_, (HEREIN AFTER REFERRED TO AS VENDOR)

THE PARTY WHO SUBMITTED A PROPOSAL FOR \_\_\_\_\_

\_\_\_\_\_ WHICH WAS RECEIVED BY CITY OF  
MANDEVILLE ON \_\_\_\_\_ AND SAID AFFIANT

FURTHER SAID:

He/she personally has not been convicted of, nor has he/she entered a plea of guilty or nolo contendere to any of the crimes or equivalent federal crimes listed below. NO 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:

- (a) Public bribery (R.S. 14:118)
- (b) Corrupt influencing (R.S. 14:120)
- (c) Extortion (R.S. 14:66)
- (d) Money laundering (R.S. 14:23)

A conviction of or plea of guilty or nolo contendere to the following state crimes or equivalent federal crimes shall bar any person or the bidding entity from bidding on public projects for a period of five years from the date of conviction or from the date of the entrance of the plea of guilty or nolo contendere:

- (a) Theft (R.S. 14:67)
- (b) Identity Theft (R.S. 14:67.16)
- (c) Theft of a business record (R.S.14:67.20)
- (d) False accounting (R.S. 14:71)
- (e) Issuing worthless checks (R.S. 14:71)
- (f) Bank fraud (R.S. 14:71.1)
- (g) Forgery (R.S. 14:72)
- (h) Contractors; misapplication of payments (R.S. 14:202)
- (i) Malfeasance in office (R.S. 14:134)

The five-year prohibition provided for in this section shall apply only if the crime was committed during the solicitation or execution of a contract or bid awarded pursuant to these provisions. If evidence is submitted substantiating that a false attestation has been made and the project must be re-advertised or the contract cancelled, the awarded entity making the false attestation shall be responsible to the public entity for the costs of rebidding, additional costs due to increased costs of bids and any and all delay costs due to the rebid or cancellation of this project.

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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## ATTACHMENT D: CODE OF CONDUCT AND AFFIDAVIT

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

#### CITY OF MANDEVILLE'S CODE OF CONDUCT

##### A. POLICY STATEMENT

The citizens of The City of Mandeville rightfully expect city elected officials, unclassified employees, and appointed personnel to adhere to the highest standards of professional and ethical conduct in the performance of their duties and responsibilities. The City of Mandeville Personnel Policies and Police Standard Operating Procedures Manual specifies the conduct of the classified civil service employee so that this code does not apply to this class of city employees. This code applies to the following persons:

- i) Elected municipal officials,
- ii) Unclassified employees of The City of Mandeville
- iii) Persons appointed to the various boards and commissions of The City of Mandeville.
- iv) Contractors as described in Section D of this code. Contractors are not obligated to participate in the training requirements of this code but will be required to demonstrate that they are familiar with this code and the Louisiana State Code of Ethics.

While this document in and of itself is not punitive in nature, it complements the existing laws incorporated in the Louisiana State Code of Ethics and other existing policies that cover persons employed by The City of Mandeville. All elected officials, unclassified public employees and appointed personnel of The City in whatever capacity should know that infractions of this Code of Conduct may also be violations prohibited by state ethical rules and regulations which do carry punitive provisions.

Every person covered by this Code has a unique position of trust in the community and, therefore, assumes a special responsibility to act with the highest standards of honesty, fidelity and fairness. Mandeville public servants should conduct themselves in a manner that merits public trust and confidence.

##### B. PURPOSE OF THIS POLICY

Section 7-02 of The City Charter for The City of Mandeville provides that "All officers and employees of The City government shall comply with the provisions of the Louisiana State Code of Ethics pertaining to local government." The purpose of the Code of Conduct is to complement the Code of Ethics with a code that requires conduct over and above the strict adherence to the letter of the general law and the Louisiana State Ethics Code. To establish a set of guidelines for the behavior of The City of Mandeville elected officials, unclassified public employees and appointed personnel which will enhance the effectiveness of city government while maintaining the high standards of quality and professionalism necessary for The City to successfully project the best image possible.

##### C. CITY OF MANDEVILLE CODE OF CONDUCT FOR ELECTED, UNCLASSIFIED CITY EMPLOYEES AND APPOINTED PERSONNEL.

All persons in each category as defined by the above title shall sign a copy of this Code of Conduct thereby acknowledging that they have received a copy and understand that it is therefore their responsibility to comply with this Code of Conduct and any revisions to it as follows:

1. Adhere to the principle that all activities undertaken by persons covered by this code shall be in the best interests of the citizens of The City and with the goal of perfection of city government. That no personal gain or benefit, except for compensation and benefits accompanying applicable personnel, should be

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## ATTACHMENT D: CODE OF CONDUCT AND AFFIDAVIT

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

accepted.

2. Accept the responsibility that improper conduct can reflect negatively on the public image of The City and bring embarrassment and discontent to the citizens of The City. It is the intent of this Code of Conduct to make the persons covered by this code aware, through training, of the existing laws and city rules and regulations of employment that are designed to respond to any improper conduct in whatever context.
3. Participate in a comprehensive training program regarding the Louisiana State Code of Ethics and this Code of Conduct for all levels of personnel defined by this Code of Conduct. This training shall include, but not be limited to, ongoing small and large group training sessions highlighting general rules of conduct and specific rules of conduct pertaining to elected officials, unclassified employees or appointed personnel. This training shall amplify what personnel can or cannot do in complying with the Louisiana State Code of Ethics and this Code of Conduct. It shall also identify and help personnel recognize potential conflicts of interest and provide mechanisms for alerting the proper officials of such potential conflicts. Each person covered by this code shall be required to participate in at least two hours of training per calendar year. These hours shall be certified to the Personnel Director and be a part of the person's record.
4. Always be in full compliance with all applicable federal, state and local laws and regulations.
5. Direct all requests for documents under the Public Records law to The City Attorney for response. All requests for documents under the Public Records law shall be in writing.
6. Respect the confidentiality of information concerning The City, City personnel or proceedings of The City.

#### D. CONTRACTORS

Any individual or business entity that enters into a contract with The City of Mandeville shall be subject to this code and be referred to herein as a "Contractor". Every Contractor shall be mindful of the principles of law relating to the Code of Governmental Ethics of the State of Louisiana. The Contractor shall not make or authorize any payment or give anything of value directly or indirectly to an official of this government for the purpose of influencing an act or decision of official capacity or for assisting in obtaining or retaining business for or with, or for direction of business to any person. Likewise, the Contractor will not make or authorize any entity or person to use any influence with this government to assist anyone in obtaining or retaining business for or with, or directing business to, any person. Any breach or violation of this clause by the Contractor shall be considered a substantial and material breach of its contract with The City of Mandeville.

That all Contractors shall sign an affidavit in the form attached hereto as Attachment A as a condition of their contract with The City of Mandeville.

#### E. COMPLAINTS.

All complaints shall be in writing and signed by the person making the complaint. There shall be no "anonymous complaints". Any person wishing to file a complaint regarding any person covered by this code shall send the complaint to The City Attorney's Office where a log will be kept of such complaints. A copy of any complaint regarding any person covered by this code shall be sent to the person complained of within three days of the receipt of the

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ATTACHMENT D: CODE OF CONDUCT AND AFFIDAVIT

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AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

complaint. The person complained of shall have five days to respond in writing to the complaint and his or her response shall be part of the complaint record. All complaints will be reviewed by The City Attorney to determine if any ethical violations had been alleged by the person making the complaint. If such allegations have been made, then The City Attorney shall forward a copy of the complaint to the Louisiana Board of Ethics for further action.

Any person who wishes to make a complaint to the Louisiana Board of Ethics may do so by sending the complaint to: Louisiana Ethics Administration Program, P.O. Box 4368, Baton Rouge, LA, 70821 or call the Board office at (225) 219-5600.

**CODE OF CONDUCT AFFIDAVIT**

STATE OF LOUISIANA  
PARISH OF

BEFORE ME, the undersigned Notary Public personally came and appeared:

\_\_\_\_\_; if a corporation, LLC, or partnership, then the affidavit may be signed by corporate officer, member or partner stating that the subject organization is aware of the Code of Governmental Ethics.

Who, after first being duly sworn did depose and say he/she is the president, corporate officer, or designee of \_\_\_\_\_ and that he/she is familiar with the Code of Governmental Ethics contained in Louisiana Revised Statutes at Title 42, Chapter 15 and is familiar with and has a copy of the Code of Conduct for The City of Mandeville; and

That, \_\_\_\_\_ will conform to the provisions in the Code of Governmental Ethics and the Code of Conduct as a condition of any contract between the company and The City of Mandeville, Louisiana; and

That, the provisions of the Code of Governmental Ethics and the Code of Conduct shall apply to any subcontract that the Contractor has with any other entity in the performance of its contract with The City of Mandeville, Louisiana and there shall be a statement in every subcontract to that effect.

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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ATTACHMENT E: E-VERIFY AFFIDAVIT

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AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY CAME AND APPEARED \_\_\_\_\_, WHO AFTER BEING BY ME DULY SWORN, DEPOSED AND SAID THAT HE/SHE IS THE FULLY AUTHORIZED \_\_\_\_\_ OF \_\_\_\_\_ (HEREIN AFTER REFERRED TO AS VENDOR) THE PARTY WHO SUBMITTED A QUOTE/PROPOSAL/CONTRACT/BID/RFP/SOQ TITLED \_\_\_\_\_ FOR CITY OF MANDEVILLE PROJECT: \_\_\_\_\_

Pursuant to LA.R.S. 38:2212.10C, a private employer shall not bid on or otherwise contract with a public Entity for the physical performance of services within the State of Louisiana unless the private employer verifies in a sworn affidavit that the private employer is registered with, participates in, and utilized the status verification system required by LA. R.S. 38:2212.10B(2), known as "E-Verify" program, in accordance with federal rules and regulations pertaining to E-Verify.

Affiant further said:

- (1) Entity is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens.
- (2) Entity shall continue, during the term of the contract, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana.
- (3) Entity shall require all subcontractors to submit to the Entity an affidavit verifying compliance with statements (1) and (2).

Affiant further said that neither Entity nor subcontractors of Entity have any employees in the State of Louisiana.

\_\_\_\_\_  
SIGNATURE OF AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

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## ATTACHMENT F: BYRD ANTI-LOBBYING CERTIFICATION

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

For contracts of \$100,000 or more, including amendments, the undersigned Prime Contractor's authorized official or principal certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federally funded grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)] A copy of Standard Form LLL is available from City of Mandeville.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The undersigned prime Contractor's authorized official or principal also agrees that the requirements of the Byrd Anti-Lobbying Act and associated regulations, applies to all tiers of subcontractors performing work under the Contract.

The undersigned prime Contractor's authorized official or principal, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification, Contract and disclosure, if any.

Signature of Contractor's Authorized Official \_\_\_\_\_

Name and Title of Contractor's Authorized Official \_\_\_\_\_

Organization's name \_\_\_\_\_

Date \_\_\_\_\_

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## ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION

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### AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined At 2 C.F.R., 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.94).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by The City of Mandeville. If it is determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Mandeville, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, Subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions (sub-contracts).

Contractor's authorized Official or Principal's Signature \_\_\_\_\_

Printed name and title \_\_\_\_\_

Firm's name \_\_\_\_\_

Date \_\_\_\_\_



## AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

**Notice: Insurance requirements only apply as they are relevant to the services being provided.**

The Contractor shall secure and maintain at its expense such insurance that will protect it and City from claims under the Workers' Compensation Acts and from claims for bodily injury, death or property damage which may arise from the performance of services under this agreement. All certificates of insurance shall be furnished to the City and shall provide that insurance shall not be canceled or substantively changed without thirty (30) days prior notice of cancellation given to the City, in writing, on all of the required coverage provided to the City. All policies and notices should name the Contractor and the City. The Contractor shall make its policies available for review and examination by the City as may be reasonably requested.

A. All policies must provide for, and certificates of insurance must contain the following:

- (11) Waiver of Subrogation: The Contractor's insurers will have no right of recovery or subrogation against the City, it being the intention of the parties that all insurance policy(ies) so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance. Policy endorsements required for all coverages.
- (12) Additional Insured: The City, its Officers, Agents, Employees and Volunteers shall be named as additional named insured with respect to general liability, automobile liability, excess liability, pollution/environmental liability coverage, and marine liability. Policy endorsements required.
- (13) Hold Harmless: Contractor's liability insurers shall evidence their cognizance of the Hold Harmless and Indemnification being granted in favor of the City by referencing same on the face of the Certificate(s) of Insurance issued.
- (14) Payment of Premiums: The insurance companies issuing the policy or policies shall have no recourse against the City for payment of any premiums or for assessments under any form of policy.

Deductibles: Any and all deductibles in the described insurance policies shall be assumed by and be at the sole risk of the Contractor and shall be indicated on the Certificate of Insurance. Deductibles and/or self-insured retentions exceeding \$100,000 must be approved by the City's Finance Director. The City may require Contractor to produce evidence of verifiable financial ability to satisfy its deductibles and/or self-insured retentions; however, the City assumes no liability or obligation as a result of its examination, acceptance, or rejection of said information presented. The City shall have the sole discretion to accept or reject deductibles and/or self-insured retentions exceeding \$100,000 as it deems appropriate.

- (1) Project reference: The project(s) and location(s) shall be referenced in the comment or description of operations section of the Certificate of Insurance.
- B. The Contractor shall provide at its own expense, proof of the following insurance coverage required by the Contract to the City by insurance companies authorized to do business in the State of Louisiana. Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, Category VII.
- (1) Commercial General Liability insurance with a Combined Single Limit for bodily injury and property damage of at least \$1,000,000 per Occurrence with a General Aggregate limit of at least \$2,000,000 per project. The insurance shall provide for, and the certificate(s) of insurance shall indicate the following coverages:



## AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

- (2) Premises - operations;
  - (3) Broad form contractual liability;
  - (4) Products and completed operations;
  - (5) Personal Injury;
  - (6) Broad form property damage;
  - (7) Explosion, collapse, and underground coverage.
- C. Pollution and Environmental Liability insurance in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 including full contractual liability and third-party claims for bodily injury and/or property damage, for all such hazardous waste, pollutants and/or environmental exposures that may be affected by this project stemming from pollution/environmental incidents as a result of Contractor's operations.

If coverage is provided on a claims-made basis, coverage will at least be retroactive to the earlier of the date of this Contract or the commencement of Contractor services in relation to the work. And the policy will offer an extended discovery clause of at least three years. If written either on an occurrence or claims made basis, this coverage will be maintained through the renewal of this insurance to cover a loss arising out of the completed operations of the insured for a period of at least 2 years after work is accepted as complete by the property owner of this contract is terminated. Evidence of this coverage will not be required unless both of the following are met:

- (1) Contractor receives Notice to Proceed to perform services under this contract; and
  - (2) it has been identified that services performed under this contract will include such exposures.
- D. Business Automobile Liability insurance with a minimum Combined Single Limit of \$1,000,000 per Occurrence for bodily injury and property damage. This insurance shall provide coverage for the following:
- (1) Any automobiles; or
  - (2) Owned automobiles; and
  - (3) Hired automobiles;
  - (4) Non-owned automobiles;
  - (5) Uninsured motorist.
  - (6) MCS-90 and CA9948 Endorsements Required
- E. Marine Liability/Protection and Indemnity insurance is required for any and all vessel and/or marine operations in the minimum limits of \$1,000,000 per occurrence/\$2,000,000 per project general aggregate. The coverage shall include, but is not limited to, the basic coverages found in the Commercial General Liability insurance and coverage for third party liability.



## AIRBOAT HULL, ENGINE, AND TRAILER PROJECT NO. 212.21.001

- F. Workers' Compensation/Employers Liability Insurance: workers compensation as statutorily required; employers liability coverage shall be a minimum of \$1,000,000 each accident, \$1,000,000 each disease, \$1,000,000 disease policy aggregate and when water activities are expected to be performed in connection with this project, coverage shall include USL&H, Jones Act, and/or Maritime Employers Liability. Coverage for owners, officers and/or partners in any way engaged in the project shall be included in the policy and a statement of such shall be made by the insuring producer on the face of the certificate.
- G. Owners Protective Liability (OPL) (formerly Owners and Contractors Protective Liability (OCP) Insurance) shall be furnished by the Contractor naming City as the Named Insured and shall provide coverage in the minimum amount of \$1,000,000 combined single limit (CSL) each occurrence \$2,000,000 aggregate for projects less than \$5,000,000; limits for any project valued over \$5,000,000 shall be set by the Finance Dept. The policy limit is subject to be increased when the total value of the contract increases. The policy and all endorsements shall be addressed to City of Mandeville, 3101 E. Causeway Approach, Mandeville, LA 70448.
- H. Excess/Umbrella Liability shall be furnished by Contractor with limits of at least equal to \$3,000,000 per occurrence on a follow form basis, for all liability coverages set forth above except for the OPL/OCP. (For example: if the General Liability is \$1,000,000 per occurrence, then the excess policy should be at least \$2,000,000 per occurrence thereby providing a combined per occurrence limit of \$3,000,000.)
- I. All policies of insurance shall meet the requirements of the City prior to the commencing of any work. City has the right, but not the duty, to approve all insurance policies prior to commencing of any work. If at any time, it becomes known that any of the said policies shall be or becomes unsatisfactory to City as to form or substance or if a company issuing any such policy shall be or become unsatisfactory to City, the Contractor shall promptly obtain a new policy, timely submit same to the City for approval and submit a certificate thereof as provided above. The City agrees to not unreasonably withhold approval of any insurance carrier selected by Contractor. In the event that the City cannot agree or otherwise authorize said carrier, Contractor shall have the option of selecting and submitting new insurance carrier within thirty (30) days of said notice by the City. In the event that the second submission is insufficient or is not approved, then the City shall have the unilateral opportunity to thereafter select a responsive and responsible insurance carrier all at the cost of Contractor and thereafter deduct from Contractor's fee the cost of such insurance.
- J. Upon failure of Contractor to furnish, deliver and/or maintain such insurance as above provided, the contract, at the election of the City, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to maintain insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the Contractor concerning indemnification.
- K. Contractor shall maintain a current copy of all annual insurance policies and provide same to City on an annual basis or as may be reasonably requested. Provider further shall ensure that all insurance policies are maintained in full force and effect throughout the duration of the Project and shall provide the City with annual renewal certificates of insurance evidencing continued coverage, without any prompting from the City.



**AIRBOAT HULL, ENGINE, AND TRAILER** PROJECT NO. 212.21.001

- L. It shall be the responsibility of Contractor to require that these insurance requirements are met by all sub-Contractors performing work for and on behalf of the Contractor. Contractor shall further ensure City is named as additional insured on all insurance policies provided by said Contractor and/or sub-Contractor throughout the duration of the project.
- M. Certificates of Insurance (form ACORD 25 (2014/1) or newer) shall be issued as follows:

CERTIFICATE HOLDER:

City of Mandeville, Its Officers, Agents, Employees and Volunteers  
3101 E. Causeway Approach  
Mandeville, LA 70448  
Project/Contract Name and/or Number

Certificates may be sent via email to: [PURCHASING@cityofmandeville.com](mailto:PURCHASING@cityofmandeville.com)

\*NOTICE: City reserves the right to remove, replace, make additions to and/or modify any and all of the insurance requirements at any time.