

CLAY MADDEN
MAYOR

City of Mandeville
"THE HEART OF THE OZONE BELT"



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REQUEST FOR PROPOSALS

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

Sealed Proposals 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 individuals or firms qualified to provide **Generator Maintenance and Emergency Repair**.

Interested parties may obtain the solicitation package or submit written inquiries by contacting the Purchasing Agent at 985-626-3144 ext. 202, or purchasing@cityofmandeville.com.

There will be a non-mandatory pre-proposal conference on Thursday, July 21, 2022, at 8:30 A.M. The conference will be held at the City of Mandeville Department of Public Works, 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.

Written inquiries must be submitted no later than July 26, 2022, at 2:00 P.M., CST.

Contractors may also view the documents and submit electronic responses at www.centralauctionhouse.com. For questions relating to the electronic submission process, please call Central Auction House at 225-810-4814.

Non-electronically submitted proposals shall be delivered in a sealed envelope. Proposals shall include one original and four copies of the proposal plus an electronic scanned pdf file of the proposal on a USB thumb drive. The envelope must be clearly marked as follows:

REQUEST FOR PROPOSALS

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

DEADLINE: WEDNESDAY, AUGUST 3, 2022, AT 11:00 A.M.

FIRM/INDIVIDUAL NAME AND ADDRESS

The City reserves the right to revise this schedule. Any revision will be formalized by the issuance of an addendum to this RFP. The City further reserves the right to withdraw this RFP any time prior to the award of a contract.

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. The City is not responsible for any delays caused by the proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal. Projects funded by federal grant monies are subject to all applicable laws, regulations and policies of all authorities having jurisdiction over the project and shall apply to any contract issued through this RFP.

Clay Madden, Mayor

St Tammany Farmer: July 6, 13, 20, 2022



GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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GENERATOR MAINTENANCE AND EMERGENCY REPAIR

I. INTRODUCTION

The City is located on the north shore of Lake Pontchartrain. The City requires the regular maintenance of its generators in addition to any emergency repairs required as a result of any emergency or disaster, i.e., a hurricane or flooding. The City is soliciting responses to this RFP from qualified firms that can meet the Scope of Work (SOW) outlined herein.

II. SCOPE OF WORK (SOW)

This is a two-part contract. The first requirement is to provide regular maintenance of the City's generators as specified in this scope of work. The second part of this contract is a standby contract in response to any disaster or emergency experienced by the City, and as such, will be funded by the FEMA Public Assistance Program. All federally required FEMA contract clauses¹ will apply. Activation of the contract will be upon the discretion of the Mayor of Mandeville. The City reserves the right to assign a contract to more than one proposer.

1. Generator Maintenance

- a. Generators are dispersed throughout the city in various locations, i.e., city hall, public works, police department, pumping stations, lift stations, wells.
- b. Contractor will be required to provide scheduled maintenance on the aforementioned generators or their replacements (which may not be an exact duplicate model). Should the City replace a generator, the replacement may not be the same model of the replaced generator. Contractor will be required to become familiar with the new model generator and manufacturers specification for maintenance. Routine maintenance shall be conducted once a quarter (four times per year) in addition to any other requirements stated in the manufacturer's specifications addressing maintenance. It is the responsibility of the contractor to provide the service as required by the manufacturer to ensure that warranties are not voided. Contractor is additionally responsible for honoring manufacturer's warranty

¹ *Equal Employment Opportunity, Contract Work Hours and Safety Standards, Clean Air Act, Federal Water Pollution Control Act, Suspension and Debarment, Byrd Anti-Lobbying Act, Procurement of Recovered Materials, Prohibition on Contracting for Covered Telecommunications Equipment or Services, Domestic Preferences for Procurements, Access to Records, DHS Seal, Logo, and Flags, Compliance with Federal Executive Orders, No Obligation by the Federal Government, Program Fraud and False or Fraudulent Statements or Related Acts, Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms, Copyright and Data Rights*



REQUEST FOR PROPOSALS

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

and acting on the City's behalf to rectify any discrepancies between the City and the manufacturer for all warranty items.

- c. Normal maintenance shall also include any repairs/replacement required as a result of normal use.
- d. The City of Mandeville's current Generator Inventory is as follows:

MAKE	LOCATION	MODEL
Generac 200kw diesel	1100 Mandeville High Blvd.	6719740100
Generac 150kw natural gas	1923 Jefferson St.	SG150
Generac 100kw natural gas	3300 Monroe St.	SG 100
Cummins 300kw diesel	1050 Mandeville High Blvd	DFCB-5602718
Cummins 230kw diesel	1010Atalin St.	DFAB-5602717
Cummins 300kw diesel	1876 Hwy 90	DFCB-5602718
Kato 185kw diesel	902 N. Causeway Blvd.	D180FRG4
Generac 400 diesel	1100 Mandeville High Blvd	6904230100
MTU 350kw diesel	1100 Mandeville High Blvd	350-X56DT3
Generac 135kw diesel	1870 Hwy 190	6719430100
Generac 135kw diesel	3101 E. Causeway Approach	6719430100
Generac 300kw diesel	Christen Court	6904250100
Cummins 85kw natural gas	411 Dorado	GGHG-1510367
Generac 125kw diesel	1100 Mandeville High Blvd	11759690100
Generac 125kw diesel	100 Mandeville High Blvd	11759690100
Broad Crown 27kw diesel	1100 Mandeville High Blvd	ACBCJD325
Broad Crown 28kw diesel	1100 Mandeville High Blvd	ACBCJD305
Broad Crown 28kw diesel	1100 Mandeville High Blvd	ACBCJD305
Broad Crown 27kw diesel	1100 Mandeville High Blvd	ACBCJD325
Katolight 35kw diesel	3090 E. Causeway Approach	D35FPP4

2. Emergency Operations

- a. Contractor shall be notified of an emergency declaration declared by the Mayor.
- b. Contractor should be prepared to be on site within two hours when notified by the City that generator repairs are required.
- c. Contractor will be required to provide emergency maintenance on the aforementioned generators or their replacements (which may not be an exact duplicate model).
- d. Contractor will be required to attend the City's annual hurricane preparation meeting at contractor's expense.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

III. CONTENT OF PROPOSAL

To be considered “responsive” to this solicitation, all proposals must include the following:

1. Cover letter

All proposals must include a cover letter, which shall provide the following:

- a. All contact information of the firm (address, phone, fax, email;)
- b. Corporate Resolution and/or Signature Authorization;
- c. Contact information for the individual who will provide technical or contractual clarification during the evaluation process;
- d. A statement that the Proposer is familiar with the SOW in this RFP, that it has the required experience and resources to meet the requirements of the RFP, and that it is prepared to mobilize within 48 hours upon receiving a “Notice to Proceed” from the City; and
- e. That the Proposer understands that a resulting contract from this RFP will be a “standby contract” to be activated at the sole discretion of the Mayor of the City.

2. Background and Qualifications of Proposer’s Firm

Provide a history of the firm, its resources, experience, and qualifications in performing the SOW stated herein. Proposer should include a list and description of its projects related to the SOW and any other information which exhibits the proposer’s qualifications to successfully address the SOW. Projects associated with the FEMA Public Assistance program should be highlighted.

3. Proposer’s Understanding and Approach

This section is designed for the Proposer to outline its understanding of the SOW and its approach to meeting the SOW requirements. This section should include any organization, timetables, training, and all actions to be taken by the Proposer to address the SOW and the Proposer’s working knowledge of the FEMA Public Assistance program. Proposer should provide information on how proposer will execute this contract in the event proposer’s business is affected by the disaster or emergency.

4. Cost Proposal Form (Attachment A)

5. IRS Form W-9

6. Completed and Signed City of Mandeville Affidavits (Attachments B through G)

7. Proof of Relevant Insurance as provided in The City of Mandeville Insurance Requirements (Attachment H)

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IV. SELECTION CRITERIA

Proposals will be reviewed and scored by an Evaluation Committee using the following criteria:

EVALUATION CRITERIA	POSSIBLE POINTS
Proposer's Understanding and Approach	35 points
Cost Proposal	30 points
Background and Qualifications of Proposer's Firm	20 points
Attention to Content of Proposal Requirements (Section III)	10 points
Registered Disadvantaged Business Enterprise (DBE) (<i>State of Louisiana Certification Form required</i>)	5 points
TOTAL	100 points

V. CONTRACT PROVISIONS

1. Term of Contract

The term of this contract shall be for a period of one (1) year, commencing on the date that both the City and the proposer have signed the contract. Upon approval of both parties, this contract may be extended for two one-year periods as agreed upon by both parties a minimum of 60 days prior to the end dates of the contract and subsequent extension.

2. Price Schedule

For the materials to be provided as outlined in the Scope of Work contractor shall be paid the daily rate per sign as stated in Appendix A of Contractor's proposal.

Prices submitted by the Proposers shall be firm for the term of the contract. Contractor has option to present City with evidence supporting a price increase and shall include information based on FEMA's reasonable cost estimate info. The City shall have a right to negotiate any adjustment as to cost and has the right to refuse adjustment. All unit item price rates are inclusive of operator, equipment, fuel, maintenance, overhead, and regulatory compliance costs.

3. Invoicing and Payment

Contractor shall submit monthly invoices to the City. City will pay invoice approximately 60 days from receipt. Contractor shall attach any supporting documentation to invoices. Invoices will be reviewed by City for accuracy, completeness and compliance with federal regulations and policy applicable to the FEMA Public Assistance program for which contractor is responsible to receive payment.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

4. Contract Award

Upon the recommendation of the selection committee the Purchasing Agent will issue a “Notice of Intent to Award” communication to the successful Proposer. A contract shall be completed and executed by all parties within twenty (20) calendar days of the date of the notice. If the selected Proposer fails to sign the contract within twenty (20) calendar days of delivery of it, the City may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

If for any reason the Proposer whose proposal is most responsive to The City's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected, and The City may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Finance Department must approve the final contract form and issue a purchase order, if applicable, to complete the process.

5. Notifications to Unsuccessful Proposers

The Purchasing Agent will notify all unsuccessful Proposers that they were not awarded the contract. All RFPs submitted and the subsequent grading records are public record under Louisiana Law and are made available to any interested party. Unsuccessful proposers may request an out- briefing regarding the selection process.

6. Mandatory Attendance at Annual Preparation Exercise

Prior to the beginning of the annual hurricane season, the Mayor conducts a preparation exercise of the Mandeville Emergency Response Team (MERT) to ensure readiness. Contractor will be required to attend the exercise.

VI. GENERAL PROVISIONS

1. Written Inquiries

The City shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and City operations. The City reasonably expects and requires responsible and interested proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written inquiries relative thereto. Without exception, all inquiries MUST be submitted in writing by an authorized representative of the Proposer, clearly marked with the RFP title and cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in the advertisement (first page) of this RFP. Only those inquiries received

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

by the established deadline shall be considered by The City. Inquiries received after the established deadline shall not be entertained.

Inquiries concerning this solicitation may be delivered by mailing, hand-delivery, or e-mail to: Purchasing Agent, City of Mandeville, 3101 East Causeway Approach, Mandeville, LA 70448; or purchasing@cityofmandeville.com.

An addendum will be issued by email to all RFP specification holders to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any City employee or City consultant. The City is not responsible for a Proposer's failure to acknowledge any addenda documents required to complete an RFP.

2. Errors and Omission in Proposal

The City will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: The City reserves the right to make corrections or clarifications due to patent errors identified in proposals by The City or the Proposer. The City, at its option, has the right to request clarification or additional information from the Proposer.

3. Damages

The Proposer shall hold forever harmless the City, its elected officials, agencies, boards and commissions, employees, representatives, and its insurers, from any and all claims, damages, losses, demands, expenses, fines, legal fees, and liability as a result of the actions or inactions by the Proposer, its employees, representatives, and sub-contractors in the performance of any and all work performed under a contract awarded under this RFP and additionally from any claims, damages, losses, demands, expense, fines, legal fees, and liability that may result from any compliance or non-compliance imposed by any regulatory authority. Payment to contractor shall be held for each incident wherein a damage claim has been received or damage has been confirmed by the City until such time that the claim has been settled.

4. Indemnification And Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events in performing their respective duties under the contract.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless The City from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of the contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of The City. A hold harmless agreement shall be part of the contract awarded through this RFP. Contractor will indemnify, defend and hold The City harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against The City in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that The City shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, The City may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as The City shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon:

- a. City's unauthorized modification or alteration of a Product, Material, or Service;
- b. City's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor;
- c. City's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as The City's exclusive remedy to take action in the following order of precedence: (i) to procure for The City the right to continue using such item(s) or part(s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to The City up to the dollar amount of the Contract.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

The City may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against the City.

5. Confidential Information, Trade Secrets, And Proprietary Information

Proposer should not include any confidential information, trade secrets or proprietary information in its proposal. The City will not regard any information received in a proposal as confidential information, trade secrets or proprietary information.

6. Appointment Of City Designated Agent

The contract resulting from this RFP shall appoint a City Designated Agent (CDA) who shall serve as the primary point of contact for the contractor and from whom the contractor shall receive instructions and tasking.

7. Ownership Of Proposal

All materials submitted in response to this RFP become the property of The City. Selection or rejection of a proposal does not affect the City's ownership to the materials.

8. Cost Of Preparation

Proposers are liable for all costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred in responding to the RFP.

9. Standby-By Contract And Discretion Of Mayor

The contract will be awarded as a standby contract to be activated in response to any emergency or disaster which may affect the City for the period of the contract resulting from this RFP. The activation of the contract is subject to the total discretion of the mayor. An award of this contract does not guarantee a "Notice to proceed" or any amount of work assigned to the contractor.

10. Withdrawal Of Proposal And Proposal Validity

A Proposer may withdraw a proposal at any time prior to the signing of the contract by sending a letter to the Purchasing Agent directing the proposal be withdrawn. In the event the selected firm is unwilling or unable to accept the contract, the City shall offer the award to the second highest ranking firm or withdraw the RFP based upon what is in the best interest of the City.

11. Rejection Of Proposal And Withdrawal Of RFP

Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The City reserves the right to reject any proposal for cause and to withdraw this RFP prior to the execution of a contract.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

12. Retention Of Records

Contractor shall retain all records in connection with the performance of the contract for a period of three (3) years following date of the receipt of last payment.

13. Audit Of Records

Contractor agrees to make available all records in connection with the performance of this contract available at any time to the City and to any state or federal agency which requests access to the records.

14. Deliverables

Deliverables will consist of a weekly report outlining the issues addressed and accomplishments of objectives of the previous week and a list of objectives for the current week. The report will be sent to the CDA.

The deliverables listed in this section are the minimum desired from the successful Proposer. Every Proposer should describe what deliverables will be provided per their proposal and how the proposed deliverables will be provided. The City reserves the right to require additional reporting to support project performance and activity, invoiced amounts, or as may be required by the federal granting agency.

15. Waiver Of Administrative Formalities And Technicalities

The City reserves the right to waive administrative formalities and technicalities contained in any proposal.

16. Governing Law

Jurisdiction and venue for any suit filed in connection with this RFP process and any resulting contract shall be exclusive to the 22nd Judicial District Court for St. Tammany Parish, State of Louisiana.

17. Order Of Precedence

In the event of any inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and any subsequent addenda and finally, the Contractor's Proposal.

18. Use Of Subcontractors

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, The City urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to The City in its proposal.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of this contract between the Prime Contractor and the City. The prime contractor shall assume total responsibility for compliance. The Prime Contractor assumes responsibility for compliance with all federal requirements and all performance by its subcontractors and affiliates.

The contractor shall include all subcontractors as insured under its policies or shall ensure that all subcontractors satisfy the same insurance requirements stated herein for the contractor.

19. Assignment

The contractor shall not assign any interest in the contract to any third party without prior written consent of the City.

20. Substitution Of Personnel

If during the term of the contract, the contractor or subcontractor cannot provide the personnel as stated in its proposal and requests a substitution, that substitution shall meet or exceed the knowledge, experience, education and skill set of the individual in the proposal. A resume of the individual to be substituted will be submitted to the City for approval prior to any personnel substitution.

21. Documentation Upon Termination Of Contract

The contractor shall provide two (2) electronic copies of all project documentation and records to the City within 60 days of the termination of the contract.

END: GENERAL PROVISIONS

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

This proposal form shall be submitted with all required attachments

The cost proposal will be evaluated on only the hourly rates submitted on this proposal form for the positions listed.

The hourly rates stated shall include all overhead, profit, travel, lodging, equipment and other expenses realized by the proposer to execute the contract.

Proposal form may also include additional optional positions and services.

City of Mandeville 2022 RFP: Generator Maintenance and Emergency Repair

GENERATOR	ANNUAL MAINTENANCE COST
Generac 200kw diesel	\$
Generac 150kw natural gas	\$
Generac 100kw natural gas	\$
Cummins 300kw diesel	\$
Cummins 230kw diesel	\$
Cummins 300kw diesel	\$
Kato 185kw diesel	\$
Generac 400 diesel	\$
MTU 350kw diesel	\$
Generac 135kw diesel	\$
Generac 135kw diesel	\$
Generac 300kw diesel	\$
Cummins 85kw natural gas	\$
Generac 125kw diesel	\$
Generac 125kw diesel	\$
Broad Crown 27kw diesel	\$
Broad Crown 28kw diesel	\$
Broad Crown 28kw diesel	\$
Broad Crown 27kw diesel	\$
Katolight 35kw diesel	\$
TOTAL COSTS	\$

POSITIONS	HOURLY RATES
Project Manager	\$
Maintenance Technician	\$
Mechanic	\$
TOTAL HOURLY RATES	\$

ATTACHMENT A: COST PROPOSAL FORM

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

TOTAL COST OF MAINTENANCE PLUS HOURLY RATES

\$

CITY OF MANDEVILLE 2022 RFP:

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

DATE:

I HAVE RECEIVED ADDENDA:

#'s

ORGANIZATION NAME:

ORGANIZATION ADDRESS:

EMAIL ADDRESS:

PHONE:

NAME OF AUTHORIZED SIGNATORY OF PROPOSER:

TITLE OF AUTHORIZED SIGNATORY OF PROPOSER:

AUTHORIZED SIGNATORY OF PROPOSER:

**** A copy of a corporate resolution or other signature authorization shall be required for submission of proposal. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the submission.**

END: PROPOSAL FORM

ATTACHMENT B: NON-COLLUSION AFFIDAVIT

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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 _____

ATTACHMENT C: AFFIDAVIT OF PAST CRIMINAL CONVICTIONS

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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

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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 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

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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 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.

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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.



GENERATOR MAINTENANCE AND EMERGENCY REPAIR

Signature of Contractor's Authorized Official _____

Name and Title of Contractor's Authorized Official _____

Organization's name _____

Date _____



ATTACHMENT G: SUSPENSION AND DEBARMENT CERTIFICATION BY CONTRACTOR

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

- (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.R.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 _____

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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:



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- (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.

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- 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.
- 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:



ATTACHMENT H: CITY OF MANDEVILLE INSURANCE REQUIREMENTS (AS APPLICABLE)

GENERATOR MAINTENANCE AND EMERGENCY REPAIR

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

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