

CLAY MADDEN
MAYOR

City of Mandeville
"THE HEART OF THE OZONE BELT"



CITY COUNCIL

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DISTRICT III

REQUEST FOR QUALIFICATIONS

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

Statements of Qualification (SOQ) will be accepted until WEDNESDAY, JULY 13, 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 **Professional Landscape Architectural Services to the City of Mandeville on an as-needed basis.**

Interested parties may obtain the solicitation package or submit written inquiries by calling the Purchasing Agent, 985-626-3144 ext. 202, or by emailing purchasing@cityofmandeville.com. Written inquiries must be submitted no later than July 6, 2022, at 11:00 A.M., CST.

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

SOQs will be reviewed and scored by an evaluation committee. The highest scoring firms will be added to an "Approved" list and will be called upon for projects as needed by the City.

For non-electronic submissions, please submit one (1) original and (2) copies of the SOQ, along with a .pdf file on a USB flash drive in a sealed envelope clearly marked as follows:

STATEMENT OF QUALIFICATIONS

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

DEADLINE: WEDNESDAY, JULY 13, 2022, AT 11:00 A.M.

FIRM/INDIVIDUAL NAME AND ADDRESS

Some projects may be funded with federal grant monies. All applicable federal, state, and local laws, ordinances, rules, regulations, and special provisions of all authorities having jurisdiction over the projects shall apply to the contract throughout.

Clay Madden, Mayor

St Tammany Farmer: June 15, 22, 29, 2022



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REQUEST FOR QUALIFICATIONS

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

I. INTRODUCTION

The City of Mandeville is hereby soliciting the submittal of a Statement of Qualifications (SOQ) from persons or firms interested and qualified to provide professional landscape architectural services pursuant to the City of Mandeville's landscape projects on an as-needed basis.

All services shall be provided on an as-needed basis and there shall be no guarantee as to the amount of work the individual(s) or firm(s) will be assigned during the term of the contract/agreement. The City of Mandeville will maintain an "Approved Landscape Architectural Services Consultants List." The list will remain valid for a period of not less than twenty-four (24) months. As projects arise, firms will be selected based on necessary qualifications for specific projects.

SOQs will be reviewed and scored by an evaluation committee. Approved landscape architectural consultants will be added to the list. Evaluation criteria information is provided in this solicitation package.

Compensation for the required services will be made on an hourly basis or a fixed fee basis, or a combination of both depending on the scope and complexity of the work. The City reserves the right to determine method of payment. All fees shall be negotiated and shall be mutually agreeable to both parties. All costs associated with the project shall be subject to review by the City of Mandeville and mayoral approval.

II. SCOPE OF SERVICE

Services solicited include, but are not limited to the following:

1. Review of landscape plans submitted to the city by developers for compliance with Mandeville's Comprehensive Land Use Regulation Ordinance (CLURO.) Final landscape inspections to verify sound planting practices and compliance with the approved landscape plans and specifications on file.
 - i. Site visits as necessary to assess tree preservation, storm water, and run-off management, preservation of natural plant communities, topsoil conservation, limits of construction and other site-specific issues to verify existing conditions prior to construction or development.
 - ii. Written evaluations and reports on landscape plans, site visits, and final inspections of landscape installation.
2. Review and updating of various existing master landscape plans, including but not limited to the City's Master Tree Plan, Lakefront Master Plan, and approved species list for plant material.
3. Perform studies as requested to assist the city in developing a green infrastructure plan and inventory.
4. Design services for projects such as parks, right of way plantings, city owned properties, neutral ground plantings, cemeteries, streetscapes, city entrances, community gardens, wetlands, and other naturalized areas.
5. Perform or assist with fund raising and grant writing to seek funding for landscape projects.

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LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

- Attend any city meetings as needed to make presentations or report on specific issues. These meetings can include Parks and Parkways, Planning and Zoning, and Mandeville City Council meetings.

III. SELECTION CRITERIA

A. Minimum Requirements*

***NOTE: TO BE CONSIDERED "RESPONSIVE" TO THIS REQUEST FOR QUALIFICATIONS, THE INDIVIDUAL/FIRM MUST MEET THE MINIMUM REQUIREMENTS.**

- Individuals or firms under consideration shall have at least one principle who is a registered professional licensed Landscape Architect, and who shall be registered as such in the State of Louisiana, and who has a minimum of five (5) years' experience in the discipline of Landscape Architecture. The firm shall also provide sufficient support staff and equipment to undertake the required services.
- Individuals or firms under consideration must hold all licenses necessary to legally provide the related services in the State of Louisiana, St. Tammany Parish, and the City of Mandeville.
- Individuals or firms under consideration shall provide 3 – 5 examples of completed projects for the public sector.
- Individuals or firms under consideration shall provide resumés of lead professionals and key staff who will be responsible for project work.

B. Evaluation and Scoring

Statements of Qualification will be reviewed and scored by an Evaluation Committee using the following criteria:

CRITERIA	POSSIBLE POINTS
Professional experience credentials and training in relation to consulting and design work for public agencies	45 points
Capacity for timely completion of work, based upon the individual or firm's current and projected workload, and professional and support manpower	25 points
Past performance by the individual or firm on public sector projects	20 points
Location of the principal office where work will be performed: <ul style="list-style-type: none">Within the City of Mandeville (5 points)Within St. Tammany Parish (3 points)Within 50 miles of the City of Mandeville (2 points)	10 points
TOTAL	100 points



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IV. SUBMISSION INSTRUCTIONS

The following information shall be included in all responses to this Request for Qualifications:

1. Introduction Letter
2. City of Mandeville's Statement of Qualifications Questionnaire (Attachment A)
3. IRS form W9
4. Certification form issued by the State of Louisiana for Disadvantaged Business Enterprise (if applicable)
5. Completed and Signed City of Mandeville Affidavits (Attachments B through G)
6. Proof of Relevant Insurance

All materials submitted in response to this Request for Qualifications become the property of the City of Mandeville. All materials related to this RFQ shall become available as public records ten (10) days after the submission deadline. No submissions will be accepted after the deadline.

END: SUBMISSION INSTRUCTIONS

ATTACHMENT A: STATEMENT OF QUALIFICATIONS QUESTIONNAIRE



LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, AND ZIP: _____

PHONE: _____ EMAIL: _____

NAME AND TITLE OF AUTHORIZED SIGNER: _____

I CERTIFY THAT THE INFORMATION INCLUDED IN THIS QUESTIONNAIRE IS ACCURATE AND COMPLETE:

X _____

BUSINESS CLASSIFICATION: INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION ☐ OTHER

REGISTERED AS DISADVANTAGED, WOMEN, OR MINORITY OWNED BUSINESS?* YES NO

**Data utilized for federally funded projects.*

1) DO YOU HAVE EXPERIENCE WITH FEDERALLY FUNDED PROJECTS? YES NO

2) DO HAVE INTEREST IN WORKING WITH FEDERALLY FUNDED PROJECTS? YES NO

3) ARE YOU CURRENTLY LICENSED TO DO BUSINESS IN THE STATE OF
LOUISIANA? YES NO

LOUISIANA LICENSE NUMBER _____

4) HAVE YOU BEEN IN CONTINUOUS BUSINESS IN THE STATE OF LOUISIANA
FOR FIVE (5) YEARS OR MORE? YES NO

5) LIST CONTRIBUTIONS MADE TO ELECTED OFFICIALS OF THE CITY OF MANDEVILLE BEGINNING IN 2019:

ADDITIONAL INFORMATION ATTACHED? YES ☐ NO ☐

ATTACHMENT A: STATEMENT OF QUALIFICATIONS QUESTIONNAIRE



LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

- 6) LIST ANY PERSONAL BUSINESS DEALINGS OR RELATIONSHIPS WITH ANY CITY OR ELECTED OFFICIAL OF THE CITY OF MANDEVILLE:

ADDITIONAL INFORMATION ATTACHED?

YES ☐

NO

- 7) ARE THERE ANY POTENTIAL CONFLICTS OF INTERESTS WITH CONDUCTING BUSINESS WITH THE CITY OF MANDEVILLE?

YES ☐

NO ☐

EXPLAIN:

ADDITIONAL INFORMATION ATTACHED?

YES ☐

NO

- 8) HAVE YOU OR ANY OF YOUR OFFICERS, DIRECTORS, OR OWNERS BEEN INVOLVED IN LITIGATION WITH ANY PUBLIC AGENCY REGARDING A PUBLIC CONTRACT?

YES ☐

NO ☐

EXPLAIN:

ADDITIONAL INFORMATION ATTACHED?

YES ☐

NO

END OF QUESTIONNAIRE



CITY OF MANDEVILLE AFFIDAVITS

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

ATTACHMENT B: NON-COLLUSION AFFIDAVIT

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 _____



CITY OF MANDEVILLE AFFIDAVITS

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

ATTACHMENT C: AFFIDAVIT of PAST CRIMINAL CONVICTIONS

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)



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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



CITY OF MANDEVILLE AFFIDAVITS

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ATTACHMENT D: CODE OF CONDUCT

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



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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 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



CITY OF MANDEVILLE AFFIDAVITS

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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 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.

CITY OF MANDEVILLE AFFIDAVITS

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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



CITY OF MANDEVILLE AFFIDAVITS

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ATTACHMENT E: E-VERIFY AFFIDAVIT

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 ____

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ATTACHMENT F: BYRD ANTI-LOBBYING CERTIFICATION (31 U.S.C.1352):

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.



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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 BY CONTRACTOR

- (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 _____



CITY OF MANDEVILLE INSURANCE REQUIREMENTS (AS APPLICABLE)

LANDSCAPE ARCHITECTURAL CONSULTING SERVICES

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.



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- (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:
- (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:



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- (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.
- 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.



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- 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.



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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: RCHADWICK@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.

END OF INSURANCE REQUIREMENTS