## City of Mandeville Request for Proposals (RFP)



# 2025 CAPITAL ASSET SCHEDULE REVIEW, RECONCILIATION, & REMEDIATION SERVICES

## Issue Date:

July 2, 2025

## **Proposal Submission Deadline:**

Wednesday, August 6, 2025

4:00pm, CST

## Submitted to:

City of Mandeville Office of the Purchasing Agent 3101 East Causeway Approach Mandeville, LA 70448

## **Contact Information:**

RuthAnn Chadwick, CPPB Purchasing Agent | Contracts Administrator Office: 985.626.3144 Direct: 985.624.3107 Email: rchadwick@cityofmandeville.com Website: www.cityofmandeville.com

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## **1. INTRODUCTION**

The City of Mandeville seeks proposals from qualified, licensed Certified Public Accounting (CPA) firms to conduct a comprehensive review, reconciliation, and remediation of its capital asset schedules. This initiative is critical to resolve recurrent audit issues and ensure compliance with Governmental Accounting Standards Board (GASB) pronouncements, Louisiana Legislative Auditor (LLA) expectations, and Generally Accepted Accounting Principles (GAAP). The deliverables will support fiscal year-end 2025 financial reporting and audit readiness. The project must be completed no later than December 31, 2025, with final deliverables supporting FY25 year-end asset capitalization and audit readiness.

Important Note: The City maintains two distinct capital asset schedules:

General Governmental Funds Capital Asset Schedule, which includes assets associated with both the General Fund and the Street Construction Fund.

Enterprise Fund Capital Asset Schedule, which includes proprietary fund assets.

In addition, the City intends to implement the modified approach for eligible infrastructure systems in accordance with GASB 34. The selected firm shall evaluate current practices and assist with the development of condition assessments and preservation cost documentation as required to support this reporting method.

The selected firm must ensure that all review, reconciliation, and remediation efforts fully address both schedules independently and in a manner that facilitates consolidated financial reporting and audit compliance.

### A. Definitions & Acronyms

For purposes of this Request for Proposals (RFP), the following definitions and acronyms apply:

- 1. **Capital Asset Schedule** A detailed listing of all fixed assets owned by the City, including acquisition date, cost, depreciation, and classification data, maintained for financial reporting purposes.
- 2. **City** The City of Mandeville, Louisiana.
- 3. Consultant / Firm / Proposer The Certified Public Accounting (CPA) firm submitting a response to this RFP.
- 4. **GASB** Governmental Accounting Standards Board, the organization responsible for setting accounting standards for U.S. state and local governments.
- 5. **GASB 34** A GASB statement requiring governments to report capital assets, including infrastructure, and allowing use of the "modified approach" for infrastructure reporting.
- 6. GASB 87 The accounting standard for leases, requiring capitalization of certain lease obligations.

- 7. **GASB 96** The accounting standard governing subscription-based information technology arrangements (SBITAs).
- 8. **GAAP**–Generally Accepted Accounting Principles.
- 9. **LLA** Louisiana Legislative Auditor.
- 10. Modified Approach (GASB 34) An alternative reporting method for infrastructure assets that are maintained using a preservation approach. Depreciation is not required if specific documentation and condition assessments are performed.
- 11. **Reconciliation Matrix** A structured spreadsheet required by the City to document discrepancies between the ledger and asset records, including corrections, supporting documentation, and audit trail fields.
- 12. Correction **Log** A companion to the Reconciliation Matrix that tracks each material adjustment made to the City's capital asset schedule, including justification and source references.
- 13. Enterprise Fund The City's fund used to report proprietary activities (e.g., utility or fee-based operations).
- 14. **General Governmental Funds** The City's governmental fund group, including the General Fund and Street Construction Fund.
- 15. **Final Capital Asset Schedule** The fully reconciled and corrected schedule of City assets, presented in a format suitable for external audit.

## 2. SCHEDULE OF EVENTS

The following timeline has been established for this solicitation. The City of Mandeville reserves the right to modify any part of this schedule through formal addenda issued via the official bid platform.

Event	Date / Time
RFP Release Date	July 2, 2025
	Thursday, July 17, 2025
Optional Pre-Proposal Conference	11:00 am
	Mandeville City Council Chambers
Deadline to Submit Written Questions	Thursday, July 24, 2025
Final Addendum Issued by City	Thursday, July 31, 2025
Proposal Submission Deadline	Wednesday, August 6, 2025
Evaluation Committee Review	August 7 – 13, 2025
Anticipated Contract Award	September 1, 2025

2025 RFP Capital Asset Schedule Review, Reconciliation, & Remediation Services

All times are Central Standard Time (CST).

Any changes to the above schedule will be published via formal addenda on the City's designated bid platform at <u>www.centralbidding.com</u>. It is the responsibility of each proposer to monitor the platform and ensure their proposal reflects all issued addenda.

## **3. SCOPE & STATEMENT OF WORK**

The selected firm shall perform the following tasks:

### A. Review of Existing Records

- Conduct a comprehensive review of all existing fixed asset records, including those related to land, infrastructure, vehicles, buildings, equipment, IT systems, leasehold improvements, and intangible assets.
- Evaluate records for accuracy, consistency, and completeness.
- Ensure appropriate classification and treatment of non-depreciable assets (e.g., land, right-of- way) and evaluate grouped assets (e.g., streetlights, signage, sidewalks) to determine whether the modified or composite depreciation method is appropriate.
- Compare asset records against FY 2022–2024 audited financial statements, general ledger data, invoices, purchase orders, and fixed asset ledgers.
- Review prior audit findings and management letters to identify previously cited discrepancies or compliance issues.
- Examine prior disposal records and retirement transactions to ensure that disposed assets are properly recorded.
- The City maintains two capital asset schedules: one for the General Governmental Funds (including the General Fund and Street Construction Fund) and one for the Enterprise Fund. The Consultant shall review each schedule independently, ensuring that both are complete, accurate, and aligned with respective fund accounting principles.

#### B. Reconciliation

- Perform a line-item reconciliation of asset records to general ledger balances by category and fiscal year.
- Reconcile beginning balances and accumulated depreciation figures, identifying and resolving roll- forward errors.
- Reconcile lease records under GASB 87 with payment data, amortization schedules, and contractual terms.
- Verify asset existence, location, and condition through documentation review and coordination with departments for physical inspections of high-value or sensitive assets.
- Document all discrepancies and resolutions using a Reconciliation Matrix, which shall serve as a structured spreadsheet tool listing each asset line item alongside key reconciliation fields such as ledger value, recorded asset value, status flags (e.g., missing, duplicated, retired), correction notes, and supporting document references. The template must allow City staff and auditors to trace reconciliation decisions and serve as a durable audit trail for each asset under review.

#### C. Error Identification and Correction

- Identify and document errors such as duplicate asset entries, incorrect asset classifications, improperly capitalized expenses, and assets that were fully depreciated but not retired.
- Review depreciation methods and useful lives for compliance with GASB 34 and update as needed.
- Identify and correct any inconsistencies in capitalization thresholds, salvage values, and depreciation start dates.
- Adjust lease-related assets and liabilities per GASB 87 and intangible IT subscriptions per GASB 96.
- Provide a detailed Correction Log, which shall serve as a structured companion document to the Reconciliation Matrix. The Correction Log must include: the asset identifier, a description of the issue identified (e.g., misclassification, duplication, erroneous depreciation), the corrective action taken, justification for the adjustment, reference to the source documentation used to validate the correction, and the corresponding date of the adjustment. This log will act as an audit trail and internal record for all material modifications made to the capital asset schedule during the remediation process. that describes each change made, rationale, supporting documentation, and its impact on financial reports.
- Evaluate asset systems eligible for the modified approach under GASB 34. Advise on data requirements, develop procedures for periodic condition assessments, and assist in estimating annual maintenance/preservation costs.

#### D. Updated Schedule Preparation

- Develop a reconciled and fully auditable Final Capital Asset Schedule, formatted for both internal use and external audit support.
- The schedule shall include: unique asset ID, asset description, category (land, buildings, equipment, etc.), acquisition date, acquisition cost, accumulated depreciation, net book value, assigned department, funding source (if applicable), and asset location.
- Prepare supplemental schedules for GASB 87 lease assets and liabilities, and for any intangible assets requiring GASB 96 treatment.
- Ensure alignment with Louisiana Legislative Auditor (LLA) reporting formats and categories.
- Provide the schedule in both Excel and searchable PDF formats, with formulas and cell references intact.
- Recommend or propose software platforms or structured templates that support audit-traceable tracking of assets, ideally with compatibility for future integration into the City's existing or planned financial systems such as Tyler MUNIS.
- The Final Capital Asset Schedule shall present assets from the General Governmental Funds and the Enterprise Fund in clearly delineated sections or tabs to facilitate fund-specific reporting and audit validation. Each schedule must stand alone as complete and internally reconciled.

#### E. Deliverables

The selected firm shall provide the following deliverables in accordance with the project schedule:

1. Interim Diagnostic Report (Due October 15, 2025)

A written summary of findings from the initial review and reconciliation phase, identifying discrepancies, documentation gaps, classification issues, and high-risk items. The report must include draft versions of the Reconciliation Matrix and Correction Log.

2. Draft Capital Asset Schedule (Due November 22, 2025)

A preliminary asset listing submitted for City review, including asset categories, acquisition dates, depreciation details, and reconciled values with annotations. This draft will be used for interim verification and feedback.

3. Final Capital Asset Schedule and Recommendations Report (Due December 31, 2025) The Final Capital Asset Schedule must clearly present assets from both the General Governmental Funds (including the General Fund and Street Construction Fund) and the Enterprise Fund, formatted and reconciled separately, with consolidated summary totals where appropriate. This submission must include:

- A fully updated and reconciled Final Capital Asset Schedule.
- A detailed Recommendations Report outlining internal control improvements, maintenance strategies, policy updates, and technology tools to support long-term asset management and audit compliance for both schedules.
- 4. Exit Conference (Tentatively set for January. 2026)

A formal meeting with City staff and stakeholders to review the final deliverables. The Consultant shall present key findings, explain corrections and methodology, provide recommendations, and respond to questions to ensure a smooth transition to ongoing schedule maintenance.

 Modified Approach Support Memo – A summary of the City's eligibility/readiness to implement the modified approach, including condition data requirements, cost documentation strategies, and sample reporting tables consistent with GASB 34 disclosures.

#### F. Timeliness and Schedule Adjustments

- 1. The deliverables are critical to resolving current audit issues, establishing ongoing tracking mechanisms, and preparing the City for external audit review and fiscal year-end closeout. The City recognizes the intensive nature of this work and the compressed timeline and therefore expects the awarded firm to proactively identify and communicate any material barriers to timely performance, particularly those arising from delays in accessing historical documentation or staff availability.
- 2. If any delay in the project timeline is attributable to the City's inability to provide timely records, internal approvals, or staff access, the Consultant may submit a written request for a justified extension of interim or final deadlines. Such requests must be submitted in writing to the City's designated project contact within two (2) business days of discovering the delay. The City reserves the right to approve or deny such requests at its sole discretion, and any approved adjustments shall be documented in a formal addendum to the project schedule.
- 3. This contingency clause is intended to ensure the quality and auditability of final deliverables is not compromised due to circumstances outside of the Consultant's control, while preserving the City's right to hold the firm accountable for its own staffing, planning, and professional performance obligations. The City reserves the right to amend or terminate the engagement in the event of excessive delays or material underperformance.

#### A. Minimum Qualifications

- The proposing firm must be licensed as a Certified Public Accounting (CPA) firm in the State of Louisiana and in good standing with the Louisiana State Board of CPAs. The firm's Louisiana CPA license number must appear on the outer envelope of the submitted proposal packet, clearly labeled beneath the firm's name. This number will be used by the City to verify license status and expedite internal processing.
- The firm must have a minimum of three (3) years of direct experience providing governmental capital asset reconciliation, financial statement preparation support, or similar services for municipal entities.
- The designated project manager and key staff must hold current CPA licensure and possess training or demonstrated expertise in applicable GASB standards.
- A completed Conflict of Interest Disclosure Affidavit (Attachment K) must be submitted. Any actual or perceived conflicts disclosed therein will be reviewed and considered as part of the City's evaluation process.

#### **B.** Submission Requirements

Each proposal must include the following components, organized in the order listed below:

- 1. A cover letter signed by an individual legally authorized to bind the firm in contract.
- 2. A narrative statement describing the firm's understanding of the scope, objectives, and requirements of the project, and outlining the proposed approach for meeting the City's expectations.
- 3. A comprehensive project timeline, including task sequencing, staff assignments, personnel availability, and estimated labor hours for each major deliverable.
- 4. Résumés for all proposed project personnel, highlighting relevant qualifications, certifications, and experience with similar municipal engagements.
- 5. References from at least three (3) comparable municipal projects performed within the past five (5) years. Each reference must include a brief description of services provided and accurate contact information.
- 6. A certified corporate resolution (or equivalent documentation) demonstrating that the individual signing the proposal has legal authority to bind the firm. This document must be:
  - Executed by a duly authorized officer of the firm;
  - Valid as of the date of proposal submission.

- Proposals submitted without valid documentation of signatory authority will be deemed nonresponsive and may be rejected without further consideration.
- 7. (Optional) A supplemental proposal for post-project implementation support, such as:
  - o Periodic asset inventory reviews
  - System integration support (e.g., with Tyler MUNIS)
  - o Staff training
  - o Ongoing capital asset maintenance services
- 8. Subcontractors (if applicable):
  - $\circ$  A list of any subcontractors the firm proposes to engage
  - o The specific scope of work assigned to each subcontractor
  - o Documentation of each subcontractor's qualifications and experience relevant to their proposed role

#### C. Forms and Pricing Attachments

Proposers must complete and submit the following certifications, affidavits, and pricing forms. Failure to do so may result in the proposal being deemed non-responsive.

> Attachment A – Proposal Certification Form

Certifies that all pricing submitted is accurate, complete, and binding, and that the proposer agrees to the scope, terms, and conditions outlined in the RFP and all applicable attachments.

• Attachment A.1 – Cost Proposal

A cost proposal detailing hourly rates or lump sum fees, and all expected reimbursables

> Attachment B – Non-Collusion Affidavit

Affirms that the proposer has not engaged in collusive behavior with competitors.

> Attachment C – Affidavit of Past Criminal Convictions

Discloses any relevant criminal history of the firm or its principals.

> Attachment D – Code of Conduct Affidavit

Acknowledges compliance with ethical standards in accordance with City and federal policy.

> Attachment E – E-Verify Affidavit

Certifies participation in the federal E-Verify system as required by Louisiana law.

- > Attachment F Vendor Registration Form (include W9 and Certificate of Insurance)
- > Attachment G Suspension and Debarment Certification

Confirms that the proposer and its affiliates are not suspended, debarred, or otherwise excluded from

federal contracts.

> Attachment H – Proposer References Form

Proposers must provide details for at least three recent clients, preferably from similar public sector or emergency-related projects, including contact information and project descriptions. These references help the City assess the proposer's past performance, reliability, and relevant experience.

> Attachment I - Signing Authority and Corporate Resolution Template

This document verifies that the individual signing the proposal or contract has legal authority to bind the firm. If not using a traditional corporate resolution, the template provided ensures that signing authority is properly documented in a format accepted by the City.

> Attachment J - Political Contributions Disclosure Affidavit

Required pursuant to City of Mandeville Ordinance 14-07. Proposers must disclose any political contributions made within the applicable lookback period and certify compliance with local ethics restrictions.

> Attachment K - Conflict of Interest Disclosure Affidavit

Proposers must disclose any actual or potential conflicts of interest involving City officials, employees, or affiliated entities. This affidavit affirms the proposer's independence and certifies that no undue influence, financial interest, or unethical conduct has occurred in connection with this RFP. Failure to disclose may result in disgualification or contract termination.

All forms and attachments listed above must be submitted in full. Incomplete submissions may be rejected as non-responsive without further consideration.

#### D. Proposal Submission Instructions

Proposals may be submitted using any one of the following methods. Regardless of submission format, all proposals must be received by the City no later than **4:00 p.m. CST on Wednesday, August 6, 2025,** to be considered. Late submissions will not be accepted.

#### 1. Email Submission

Proposals may be submitted electronically via email in PDF format to:

RuthAnn Chadwick, CPPB Purchasing Agent | Contracts Administrator Email: rchadwick@cityofmandeville.com Subject Line: *Proposal – Capital Asset Schedule Review RFP* 

Confirmation of receipt will be sent via email.

#### 2. Online Submission via Central Bidding

Proposals may also be uploaded directly to the City's electronic procurement portal at:

#### www.centralbidding.com

Vendors must be registered with Central Bidding to submit electronically. Technical support is available through Central Bidding at 225-810-4814.

#### 3. Hard Copy Submission

Printed proposals may be delivered by mail or in person to:

#### City of Mandeville

Office of the Purchasing Agent 3101 East Causeway Approach Mandeville, LA 70448

All hard copy submissions must include the proposer's Louisiana CPA license number clearly labeled on the outer envelope, and should be marked:

Proposal – Capital Asset Schedule Review RFP

## **5. INQUIRIES**

All questions or requests for clarification regarding this Request for Proposals (RFP) must be submitted in writing via email to:

Email: purchasing@cityofmandeville.com Subject Line: RFP Inquiry –2025 Capital Asset Schedule Review, Reconciliation, & Remediation Services

#### A. Deadline for Questions:

All questions must be received by Thursday, July 24, 2025, in order to be considered.

#### B. Response Format:

- Only written responses provided via formal Addendum issued by the City shall be considered binding.
- Oral explanations, interpretations, or instructions shall not be considered binding under any circumstances.
- Addenda will be posted to the Central Bidding portal and also distributed via email to all registered plan holders.
- Proposers are responsible for ensuring they have reviewed all issued Addenda prior to submitting their proposal.

## **6. EVALUATION CRITERIA**

Proposals will be evaluated by a Selection Committee designated by the City of Mandeville. Each proposal will be scored based on the following weighted criteria:

Evaluation Criteria	Maximum Points
1. Qualifications and Relevant Experience	25
2. Technical Approach	30
3. Cost Reasonableness and Completeness	10
4. Project Timeline & Workplan	15
5. Relevant Municipal Experience	20
Total Possible Score	100 Points

#### A. Clarifications and Discretionary Factors

Proposers may submit current certifications such as DBE, MBE, or WBE. While this information is not scored directly, it may be retained in City procurement records in support of federal encouragement practices under 2 CFR \$200.321.

The City reserves the right to:

Award contracts to one or more proposers, if determined to be in the City's best interest;

Verify all information provided in a proposal;

Request additional information or clarification from any proposer;

Reject any or all proposals or parts thereof;

Waive informalities in any submission.

#### B. Basis of Award

Award will be made to the proposer whose submission is determined to offer the best value to the City, considering both cost and non-cost factors. Cost alone shall not be the prevailing factor. Any contract awarded as a result of this RFP is subject to the availability of funds and formal approval by the City of Mandeville.

#### A. Sample Agreement

#### PROFESSIONAL SERVICES AGREEMENT BETWEEN

#### CITY OF MANDEVILLE, LOUISIANA AND

#### [INSERT CPA FIRM NAME]

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 by and between the City of Mandeville (hereinafter referred to as "City"), a municipal corporation organized under the laws of the State of Louisiana, and [INSERT CPA Firm Name], a Certified Public Accounting firm licensed in the State of Louisiana (hereinafter referred to as "Consultant"), pursuant to the authority granted in the City Charter and Louisiana law.

#### ARTICLEI-SCOPEOFSERVICES

Consultant shall provide professional accounting services to the City for the purpose of conducting a complete and auditable capital asset schedule review, reconciliation, and remediation, including, but not limited to:

- Reviewing the completeness and accuracy of existing fixed asset records, including fixed, infrastructure, leased, and intangible assets;
- Comparing the capital asset records against general ledger balances, audit reports, purchase orders, and other supporting financial documentation for FY 2022–2024;
- Performing full reconciliation of capital asset records with general ledger accounts and identifying and correcting discrepancies and misclassifications using a structured Reconciliation Matrix and Correction Log;
- Making corrections to asset records including adjustments to asset categories, depreciation methods, and asset status (e.g., duplicate, retired, disposed);
- Preparing a reconciled and GASB-compliant Final Capital Asset Schedule for the City of Mandeville that includes all categories of capital assets and applicable supplemental schedules for GASB 87 and GASB 96. The Final Capital Asset Schedule must reflect both the General Governmental Funds (including the General Fund and Street Construction Fund) and the Enterprise Fund, separately formatted and reconciled, with unified summary totals where applicable;
- Submitting a comprehensive Recommendations Report detailing suggested policies and procedures for ongoing capital asset management and audit compliance;
- Submitting the following deliverables:
  - Interim Diagnostic Report by October 15, 2025: summarizing findings from the review and reconciliation of existing capital asset records. The report shall include the preliminary Reconciliation Matrix and Correction Log.
  - Draft Capital Asset Schedule by November 22, 2025: presenting the City's capital assets with proposed adjustments, categorization, and depreciation details.

- Final Capital Asset Schedule and Recommendations Report by December 31, 2025: including the fully reconciled schedules for both General Governmental Funds and the Enterprise Fund, finalized reconciliation and correction documentation, and a written recommendations report.
- Conducting a final Exit Conference with City staff and stakeholders to present the findings, summarize key adjustments and process improvements, and respond to questions.

All services shall be performed in accordance with:

- Generally Accepted Accounting Principles (GAAP)
- Applicable Governmental Accounting Standards Board (GASB) standards (including but not limited to GASB 34, 87, 96, and 104)
- City of Mandeville financial policies
- Louisiana Legislative Auditor guidelines and expectations.

#### ARTICLE II – TERM

The term of this Agreement shall commence upon execution and shall remain in effect through March 1, 2026, unless extended by written amendment signed by both parties.

#### ARTICLE III – COMPENSATION

Consultant shall be compensated on a [LUMP SUM / NOT-TO-EXCEED HOURLY RATE] basis, with total compensation not to exceed \$\_\_\_\_\_\_. Consultant shall submit monthly invoices to the City for approval, accompanied by itemized time records, task breakdowns, and deliverable status. ARTICLE IV – CITY'S RESPONSIBILITIES

#### The City shall:

Provide the Consultant full access to all relevant financial records, reports, prior audits, asset listings, and supporting documents necessary for the services;

Assign a designated Project Contact for all communications, coordination, and internal access facilitation;

Respond to Consultant requests for records or information within a reasonable time to avoid delay;

Review and provide comments on deliverables in accordance with the agreed schedule to ensure timely progression of services.

#### ARTICLE V – INSURANCE REQUIREMENTS

Consultant shall obtain and maintain, at its own expense, throughout the term of this Agreement, insurance coverage meeting or exceeding the following minimum requirements, in accordance with the City of Mandeville's published insurance standards.

Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

Professional Liability (Errors and Omissions) Insurance with limits of not less than \$1,000,000 per claim; Automobile

Liability Insurance with a combined single limit of \$1,000,000 per occurrence;

Workers' Compensation Insurance in compliance with statutory requirements;

Umbrella or Excess Liability Insurance with a minimum limit of \$3,000,000 on a follow-form basis.

All policies shall name the City of Mandeville as an Additional Insured and include a Waiver of Subrogation endorsement in favor of the City. Consultant shall provide current certificates of insurance upon execution of this Agreement and prior to commencement of services.

Certificates of insurance must state that coverage shall not be canceled, non-renewed, or materially altered without thirty (30) days' advance written notice to the City.

#### ARTICLE VI – DELIVERABLES

The Consultant shall provide the following deliverables in accordance with the project schedule established in the Request for Proposals:

- Interim Diagnostic Report Due by October 15, 2025
   Summarizing findings from the review and reconciliation of existing capital asset records. The report shall include the preliminary Reconciliation Matrix and Correction Log.
- Draft Capital Asset Schedule Due by November 22, 2025 Presenting the City's capital assets with proposed adjustments, categorization, and depreciation details.
- Final Capital Asset Schedule and Recommendations Report Due by December 31, 2025 Consisting of the fully reconciled, GASB-compliant capital asset schedule for both the General Governmental Funds (including the General Fund and Street Construction Fund) and the Enterprise Fund, formatted and reconciled separately with consolidated summary totals where applicable. The submission shall include:
  - The finalized Reconciliation Matrix and Correction Log.
  - A written report of recommendations for sustainable asset management practices, internal controls, and tools to support ongoing compliance and audit readiness for both schedules.
- Exit Conference

Consultant shall conduct an exit meeting with designated City personnel to present the final deliverables, summarize reconciliation findings, and provide guidance for ongoing record keeping improvements.

All deliverables shall be provided in both Excel and searchable PDF formats.

#### ARTICLE VII – INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify, defend, and hold harmless the City of Mandeville, its elected and appointed officials, officers, agents, servants, and employees (collectively, "Indemnitees") from and against any and all losses, liabilities, claims, demands, suits, damages, causes of action, judgments, costs, and expenses, including reasonable attorneys' fees, arising out of, resulting from, or in connection with any negligent acts, errors, omissions, or willful misconduct of Consultant, its officers, agents, employees, subcontractors, or any other person or entity for whom the Consultant is legally responsible, in the

performance or non-performance of services under this Agreement.

This indemnity obligation shall not be limited by the amount of insurance required herein or carried by Consultant. The provisions of this Article shall survive the expiration or termination of this Agreement.

**ARTICLE VIII – TERMINATION** 

This Agreement may be terminated by the City for any of the following:

For Cause: Upon written notice to the Consultant specifying the nature of the failure or default, including but not limited to failure to deliver services as specified, failure to comply with applicable laws or City policies, or any other substantial breach of contract. The Consultant shall have ten (10) calendar days from the date of notice to cure the default to the satisfaction of the City, unless otherwise specified.

For Convenience: Upon thirty (30) calendar days' written notice without the necessity of cause or reason.

Upon termination, the Consultant shall be entitled to payment for services properly performed and completed through the effective date of termination, subject to any withholdings or setoffs permitted under the Agreement. The Consultant shall immediately deliver to the City all records, work products, and materials relating to the terminated portion of the Agreement.

#### ARTICLE IX - RECORDS AND AUDIT

Consultant agrees to keep and maintain full and complete records and documentation pertaining to the performance of this Agreement. Such records shall include, but not be limited to, all invoices, correspondence, ledgers, receipts, subcontracts, and time sheets. These records shall be made available for inspection and audit by the City, its auditors, or any state or federal agency having oversight authority.

Consultant shall preserve all such records for a period of five (5) years after final payment or longer if required by applicable law. If any litigation, claim, or audit is initiated prior to the expiration of such period, the records shall be retained until all such matters are resolved.

#### ARTICLE X – MISCELLANEOUS

Governing Law and Venue: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue for any dispute shall lie exclusively in the 22nd Judicial District Court for the Parish of St. Tammany.

Independent Contractor Status: Consultant is and shall remain an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency, or employment relationship between the City and Consultant or any of Consultant's employees, subcontractors, or agents.

Conflicts of Interest: Consultant affirms that, to the best of its knowledge, no conflict of interest exists between Consultant, its officers, employees, or subcontractors and the City of Mandeville. Consultant further agrees that it will immediately disclose in writing to the City any actual or potential conflicts of interest that arise during the term of this Agreement.

Amendments: No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties. Oral modifications are not binding.

Entire Agreement: This Agreement, including the RFP, Consultant's proposal, all exhibits, attachments, and2025 RFP Capital Asset Schedule Review, Reconciliation, & Remediation ServicesPage 17 of 36

certifications, constitutes the entire understanding and agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first written above. CITY OF

MANDEVILLE	
Ву:	_Name: Clay Madden, Mayor
Date:	
[INSERT CPA FIRM NAME]	
Ву:	Name:
Title:	_Date:

#### B. GENERAL CONDITIONS AND CLAUSES

#### 1. Taxes and Fees:

. . . . . . . . . . . . .

The price quoted on the proposal form for providing services to the City of Mandeville shall include all costs necessary for performance in full conformity with this RFP and any resulting contract. This includes, but is not limited to, all license and permit fees and all applicable federal, state, parish, or municipal taxes.

#### 2. Sales Tax Exemption:

The City of Mandeville is exempt from Louisiana state and local Sales and Use Taxes and local parish and city taxes. The Contractor shall not bill the City for any such taxes.

#### 3. Payment Terms:

Payment shall be made within thirty (30) days of receipt of a properly executed invoice following satisfactory completion of services. All invoices must be submitted to: Email: ap@cityofmandeville.com

#### 4. Termination for Cause:

The City reserves the right to cancel any contract for cause, including but not limited to:

- Failure to deliver services within the specified time;
- Failure of the services to meet specifications or industry standards;
- Fraud, misrepresentation, or collusion;
- Violation of federal, state, or local law;
- Any other breach of contract.

#### 5. Termination without Cause:

The City reserves the right to terminate the contract without cause upon thirty (30) days written notice to the Contractor.

#### 6. Compliance with Laws:

The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, OSHA standards, and City policies.

#### 7. Equal Opportunity:

The Contractor shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, national origin, age, disability, or political affiliation, and shall ensure full compliance with Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973.

#### 8. Assignment and Subcontracting:

No portion of the work shall be assigned or subcontracted without prior written consent of the City. The Contractor shall remain fully responsible for the performance of any approved subcontractor.

#### 9. Contract Documents:

All portions of the RFP, Contractor's response, and subsequent correspondence shall become part of the contract. In the event of a conflict, the City's RFP terms shall govern.

#### **10. Public Records Notice:**

All documents submitted in response to this RFP shall become public record and may be available for inspection under Louisiana Public Records Law (La. R.S. 44:1 et seq.) after contract award.

#### 11. Insurance Requirements:

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

The Contractor shall secure and maintain at its expense such insurance as will protect both the Contractor and the 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 must state that coverage shall not be canceled or materially changed without thirty (30) days' prior written notice to the City. All policies and notices shall name the Contractor and the City. The Contractor shall make its policies available for review by the City upon request.

#### A. Policy Provisions

All insurance policies shall contain or be endorsed to include the following:

#### B. Waiver of Subrogation

The Contractor's insurers shall waive all rights of recovery or subrogation against the City, its officers, agents, employees, and volunteers. All affected policies must include this endorsement.

#### C. Additional Insured

The City of Mandeville, including its officers, agents, employees, and volunteers, shall be named as additional insureds with respect to Commercial General Liability, Business Automobile Liability, Excess Liability, Pollution/Environmental Liability, and Marine Liability coverages. Policy endorsements are required.

#### D. Hold Harmless Acknowledgment

Contractor's insurers shall acknowledge the Hold Harmless and Indemnification agreement made in favor of the City by referencing it on the Certificate(s) of Insurance.

#### E. Payment of Premiums

The Contractor's insurers shall have no recourse against the City for payment of any premiums or assessments under the required policies.

#### F. Deductibles and Retentions

All deductibles and self-insured retentions shall be the sole responsibility of the Contractor and must be shown on the Certificate of Insurance. Deductibles and/or retentions exceeding \$100,000 require approval from the City's Finance Director and may require financial documentation. The City reserves the right to approve or reject such retentions.

#### G. Project Reference

The project name and location shall be referenced in the description of operations section of the Certificate of Insurance.

#### H. Proof of Insurance

The Contractor shall provide proof of insurance through companies authorized to do business in Louisiana and holding an A.M. Best rating of A-, Category VII or better.

#### I. Required Insurance Coverage

Coverage Type	Requirements
1. Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 general aggregate (per project). Must include: premises-operations, contractual liability, products/completed operations, personal injury, broad form property damage, and explosion/collapse/underground hazards.
2. Pollution and Environmental Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate. Must include full contractual liability and third-party claims for bodily injury/property damage related to hazardous materials or environmental exposure.
3. Business Automobile Liability	\$1,000,000 per occurrence (CSL). Must cover any, owned, hired, and non- owned autos. Uninsured motorist, MCS-90, and CA9948 endorsements are required.
4. Marine Liability / Protection & Indemnity (if applicable)	\$1,000,000 per occurrence / \$2,000,000 general aggregate. Required for waterborne or port-related work.
5. Workers' Compensation and Employers' Liability	Statutory Workers' Comp; Employers' Liability: \$1,000,000 per accident, \$1,000,000 per disease, \$1,000,000 disease policy aggregate. If applicable, must include USL&H, Jones Act, and/or Maritime Employers' Liability.
6. Owners Protective Liability (OPL)	\$1,000,000 per occurrence / \$2,000,000 aggregate for projects under \$5,000,000. Higher limits may be required by the City for larger projects.
7. Excess / Umbrella Liability	Minimum \$3,000,000 per occurrence, follow-form over General Liability, Auto Liability, and Employer's Liability.

#### 12. Certificate of Insurance Instructions

Certificates must be submitted using ACORD form 25 (or newer) and list the following as the certificate holder:

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

Certificates may be submitted electronically to: purchasing@cityofmandeville.com

#### 13. Reservation of Rights

The City reserves the right to modify these insurance requirements, request additional coverages, or reject proposed insurance policies if deemed necessary for the protection of the City's interests.

#### 14. Hold Harmless:

The Contractor agrees to indemnify, defend, and hold harmless the City of Mandeville, its elected officials, employees, and agents from any and all claims, damages, losses, and expenses arising out of or resulting from the Contractor's performance of the services under this contract.

#### 15. Prime Contractor Responsibility:

The proposer awarded the contract shall be considered the prime contractor and shall be solely responsible for all work performed under the contract, including work performed by subcontractors. The City will contract only with the prime contractor, who must ensure compliance by all subcontractors with the terms of this RFP, the executed agreement, including compliance by all subcontractors with the terms of this RFP and the executed agreement. Subcontractors shall not be used without prior written approval from the City.

#### 16. Non-Negotiable Contract Terms:

Certain provisions of this RFP and any resulting contract are deemed non-negotiable. These include, but are not limited to, governing law, audit rights, public records, equal opportunity compliance, record retention, and termination clauses. Proposers who are unwilling or unable to accept these terms as written should not submit a proposal.

### 8. PROPOSAL GUARANTEE / BOND

No proposal guarantee/bond is required for this RFP.

# PROPOSAL SUBMISSION CHECKLIST

All proposals must include the following items in the order listed. Proposals that omit any required forms, certifications, or pricing documentation may be deemed non-responsive and rejected without further consideration.

Included?	Technical Proposal Contents
	Signed Cover Letter
	Narrative Description of Firm's Understanding and Approach
	Project Timeline with Staffing Assignments and Hour Estimates
	Résumés of Proposed Key Personnel
	References for Three Comparable Municipal Engagements
	Optional: Supplemental Proposal for Phase 2 Implementation Support
	Legal and Administrative Attachments
	Attachment A – Proposal Certification Form
	Attachment A.1 – Cost Proposal (Hourly or Lump Sum + Reimbursables)
	Attachment B – Non-Collusion Affidavit
	$\label{eq:action} Attachment  C - Affidavit of Past Criminal Convictions$
	Attachment D – Code of Conduct Affidavit
	Attachment E – E-Verify Affidavit
	Attachment F – Vendor Registration Form (must include W-9 and valid Certificate of Insurance)
	Attachment G – Suspension and Debarment Certification
	Attachment H – Proposer References Form
	Attachment I – Signing Authority & Corporate Resolution Template
	Attachment J – Political Contributions Affidavit
	Attachment K – Conflict of Interest Disclosure Affidavit

## **ATTACHMENT A: PROPOSAL CERTIFICATION FORM**

### 2025 Capital Asset Schedule Review, Reconciliation, & Remediation Services

The undersigned hereby certifies that the pricing, representations, and documentation submitted in response to the City of Mandeville's Request for Proposals (RFP) for 2025 Capital Asset Schedule Review, Reconciliation & Remediation Services are accurate, complete, and binding.

The Proposer agrees to furnish all labor, materials, supervision, technology tools, and professional services necessary to perform all work described in the RFP and any issued addenda, in accordance with applicable standards including:

- Governmental Accounting Standards Board (GASB) Statements 34, 87, 96, and 104
- Generally Accepted Accounting Principles (GAAP)
- Louisiana Legislative Auditor (LLA) guidance
- The City's internal control, audit, and financial reporting policies

#### **Required Pricing Forms**

Pricing is submitted using the following required attachments:

• Attachment A.1 – Cost Proposal (Includes lump sum or not-to-exceed hourly rate pricing by task, and estimated reimbursables)

#### **Pricing Representation**

The undersigned certifies that:

- All proposed pricing is fully burdened, including but not limited to labor, travel, documentation, technology resources, and overhead.
- Any reimbursable expenses have been disclosed and are reasonable, appropriate, and limited to costs necessary for project delivery.
- No additional charges shall be incurred without prior written authorization from the City through a contract amendment or approved task order.

#### Validity of Proposal

This proposal shall remain valid and open for acceptance by the City for a period of 120 calendar days from the stated deadline for submission.

Acknowledgment of Addenda

## I acknowledge receipt of the following Addenda issued by the City for this RFP (check all that apply):

🗆 Addendum No. 1	🗆 Addendum No. 2	🗆 Addendum No. 3	□ Other:

## **ATTACHMENT A: PROPOSAL CERTIFICATION FORM**

## Proposer Information & Certification

LEGAL NAME OF PROPOSER / FIRM	
MAILING ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
AUTHORIZED REPRESENTATIVE (PRINT)	
TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	
DATE	

If the proposer is a corporation: Attach a certified corporate resolution or affidavit of authority. If a non-corporate entity: Attach equivalent documentation (e.g., operating agreement or notarized affidavit) showing authority of the signatory to bind the firm.

## 2025 RFP Capital Asset Schedule Review, Reconciliation & Remediation Services

Proposer Name:
Louisiana CPA License #:
Primary Contact Name:
Email Address:
Phone Number:

#### Section 1 – Pricing Method (Check One)

□ Lump Sum Proposal □ Hourly Rate / Not-to-Exceed (NTE) Proposal (Attach Rate Schedule by Staff Role)

#### Section 2 – Total Cost Summary

Deliverable / Task Description	Lump Sum Price (if applicable)	Hourly Est. Price (if applicable)
Interim Diagnostic Report (Due October 15, 2025)	\$	\$
Draft Capital Asset Schedule (Due November 22, 2025)	\$	\$
Final Capital Asset Schedule & Recommendations Report (Due December 31, 2025)	\$	\$
Exit Conference and Final Handoff	\$	\$
TOTAL BASE PROJECT COST	\$	\$

#### Section 3 – Optional Services (Phase 2 Implementation Support)

(Optional – Not included in base scoring but may be considered for follow-on work)

Optional Services	Price (Flat or Hourly)
Periodic Asset Inventory Refreshes	\$
Training for City Staff	\$
System Integration or MUNIS Import Support	\$
Ongoing Schedule Maintenance Support	\$

#### Section 4 – Reimbursable Expenses

*(Include only if not bundled in total pricing above)* Describe any reimbursables and estimated totals:

Estimated Total Reimbursables: \$\_\_\_\_\_

## **ATTACHMENT B: NON-COLLUSION AFFIDAVIT**

STATE OF

PARISH/COUNTY 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 \_\_\_\_\_\_ OF \_\_\_\_\_\_ (HEREINAFTER REFERRED TO AS VENDOR), THE PARTY WHO SUBMITTED A PROPOSAL FOR WHICH WAS RECEIVED BY CITY OF MANDEVILLE ON

AND SAID AFFIANT FURTHER SAID:

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

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.

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.

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.

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

NOTARY PUBLIC
SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20
My commission expires:

## **ATTACHMENT C – AFFIDAVIT OF PAST CRIMINAL CONVICTIONS**

STATE OF \_\_\_\_\_ PARISH/COUNTY 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 representative of:

the party submitting the foregoing proposal;

That, to the best of his/her knowledge, no individual or legal entity who is a proposed subcontractor or principal of the proposer has, within the past five (5) years, been convicted of, or has entered a plea of guilty or nolo contendere to any of the following crimes:

- Public bribery (R.S. 14:118)
- Extortion (R.S. 14:66)
- Corrupt influencing (R.S. 14:120)
- Money laundering (R.S. 14:230)
- Theft, fraud, bribery, or related offenses under federal law or the laws of this state or any other state

That the proposer understands that any false statement made on this affidavit may be grounds for rejection of this proposal and may subject the person signing it to criminal prosecution.

That the proposer acknowledges that if it is later discovered that a person described above was convicted of or pled guilty to a crime listed above, the proposer must notify the City of Mandeville within 10 days of discovery and cooperate fully with any City investigation.

THUS DONE AND SIGNED at,
on this day of, 20
Signature of Affiant:
Printed Name:
Title:
Company Name:
SWORN TO AND SUBSCRIBED BEFORE ME
thisday of, 20
Notary Public Signature:
Printed Name:
Notary ID or Bar Roll No.:
My Commission Expires:

## ATTACHMENT D – CODE OF CONDUCT AFFIDAVIT

STATE OF PARISH/COUNTY 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 representative of: the party submitting the foregoing proposal; That he/she acknowledges the following City of Mandeville Code of Conduct and affirms compliance on behalf of the proposer and its subcontractors: 1. No proposer or subcontractor shall offer or give any gratuity, favor, or anything of monetary value to any official, employee, or agent of the City of Mandeville for the purpose of influencing favorable disposition of a proposal or subsequent contract. 2. No City employee or official shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest exists. 3. Any attempt to influence an official decision outside of proper channels may result in the disgualification of the proposal. 4. Proposers and subcontractors must comply with both the Louisiana Code of Governmental Ethics and the City of Mandeville's Code of Conduct throughout the term of the contract. The proposer agrees to flow down these standards to all lower-tier subcontractors and suppliers used for work under this 5. contract. THUS DONE AND SIGNED at \_\_\_\_\_ on this day of , 20 . Signature of Affiant: Printed Name: \_\_\_\_\_ Title: Company Name: \_\_\_\_\_ SWORN TO AND SUBSCRIBED BEFORE ME this\_\_\_\_\_, 20\_\_\_\_, 20\_\_\_\_, Notary Public Signature: Printed Name: Notary ID or Bar Roll No.: My Commission Expires:

## ATTACHMENT E – E-VERIFY AFFIDAVIT

STATE OF	
PARISH/COUNTY OF	
BEFORE ME, the undersigned autho personally came and appeared:	ority,
who, after being by me duly sworn, d	leposed and said:
That he/she is the duly authorized re	presentative of:
the proposer submitting the foregoing	g proposal.
Fhat pursuant to Louisiana Revised	Statute R.S. 38:2212.10, the proposer affirms that:
1. The company is registered and p	participates in the status verification system (E-Verify) to verify that all
employees in the state of Louis	siana are legal citizens of the United States or are legal aliens;
2. The company shall require all su	ubcontractors to submit to the company a sworn affidavit verifying compliance with R.S
38:2212.10;	
3. The company understands that	any violation of this provision may result in the termination of the awarded contract
and may subject the company t	to liability for any damages incurred by the City of Mandeville.
THUS DONE AND SIGNED at	<b>,</b>
on this day of	, 20
Signature of Affiant:	
Printed Name:	
Title:	
Company Name:	
SWORN TO AND SUBSCRIBED BE	EFORE ME
thisday of	, 20
Notary Public Signature:	
Printed Name:	
Notary ID or Bar Roll No.:	
My Commission Expires:	

## ATTACHMENT F – VENDOR REGISTRATION FORM

Date:		ity of Mande ndor Registra			Vendor Number: City Use Only
Contact Information					
Company Name:					
FEIN: <mark>Attach IRS Form</mark> <mark>W-9</mark>					
Address:					
City, State, Zip:					
Phone:					
Sales Contact Name:					
Email:				Phone:	
Accounting Contact Name:					
Email:				Phone:	
Business Information					
Products Provided:					
Services Provided:					
Insured: Attach COI	Yes	No	NA		
Licensed:	Yes	No	NA		
License Type:			License N	umber:	

## **ATTACHMENT G – SUSPENSION & DEBARMENT CERTIFICATION**

Non-Federal Entity Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion The proposer certifies, by submission of this proposal, that neither it nor any of its principals:

- 1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- 2. Have, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
- 4. Have not had one or more public transactions (federal, state, or local) terminated for cause or default within the threeyear period preceding this proposal.

Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The proposer agrees to include this certification in all subcontracts and lower-tier covered transactions and understands that it has a continuing obligation to disclose any change in circumstances that would affect this status.

THUSDONE AND SIGNED this \_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

Signature of Authorized Certifying Official:
Printed Name:
Title:
Organization:

## **ATTACHMENT H - PROPOSER REFERENCES FORM**

Proposers must provide references from at least three (3) public agencies for which the proposer has performed capital asset reconciliation, audit preparation, GASB compliance support, or related municipal accounting services within the past five (5) years.

Additional references may be submitted on a separate page if desired. Contact information must be current and accurate.

The City reserves the right to contact any reference listed to verify past performance, qualifications, and relevance of prior work.

Reference #1

Agency Name:
Contact Name:
Гitle:
Phone Number:
Email Address:
Contract Start/End Dates:
Brief Description of Services Provided:

#### Reference #2

Agency Name:
Contact Name:
Title:
Phone Number:
Email Address:
Contract Start/End Dates:
Brief Description of Services Provided:

Reference#	3
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Agency Name:	
Contact Name:	
Title:	
Phone Number:	
Email Address:	
Contract Start/End Dates:	
Brief Description of Services Provided:	

Brief Description of Services Provided:

## ATTACHMENT I – SIGNING AUTHORITY AND CORPORATE RESOLUTION TEMPLATE

Each proposer must submit documentation confirming that the individual signing the proposal has legal authority to bind the proposing entity in contract.

Acceptable forms of documentation may include, but are not limited to:

- A corporate resolution adopted by the board of directors;
- A limited liability company resolution or manager's certification;
- A partnership authorization signed by all general partners;
- Or other legally sufficient proof of signatory authority. This

documentation must:

- 1. Be signed and dated by a corporate officer, manager, partner, or equivalent;
- 2. Clearly identify the person who is authorized to execute contracts;
- 3. Include the full legal name of the business entity;
- 4. Match the signatory shown on the proposal forms.

If a proposal is signed by anyone other than a corporate officer and no valid proof of signatory authority is included, the proposal may be deemed non- responsive and rejected.

Proposers may use their own corporate form or may elect to use the Sample Corporate Resolution (Attachment I-1) provided on the following page.

#### I-1: SAMPLE CORPORATE RESOLUTION TEMPLATE

(MUST BE NOTARIZED IF THIS FORM IS USED - For use by corporations, LLCs, or other legal entities)

To sign and submit proposals, execute contracts, and otherwise bind the above-named entity to agreements with the City of Mandeville, including the proposal submitted in response to the City's Request for Proposals for Capital Asset Schedule Review, Reconciliation & Remediation Services.

This resolution is adopted in accordance with applicable corporate governance documents and is intended to comply with Louisiana public procurement standards, including La. R.S. 38:2212(B)(5), which authorizes a public entity to require "proof of authority" when a proposal is signed by someone other than a corporate officer.

This authority shall remain in full force and effect until revoked by formal written notice, properly executed by an authorized officer or governing authority of the company.

Date of Resolution:

This resolution was passed by the entity's authorized governing body and is made a part of the official records.

Printed Name of Officer/Manager/Partner

Title

Signature

Date

NOTARY ACKNOWLEDGMENT (REQUIRED IF THIS FORM IS USED)
STATE OF
PARISH/COUNTY OF
STATE OF
PARISH/COUNTY OF
SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned Notary Public, on this \_\_\_\_\_ day of \_\_\_\_\_, 20
, by the above-named individual, who declared that they are duly authorized to execute this resolution.

Notary Public Signature
Printed Name:

Notary ID or Bar Roll No.: \_\_\_\_\_\_ My Commission Expires: \_\_\_\_\_

## ATTACHMENT J – POLITICAL CONTRIBUTIONS AFFIDAVIT

CITY OF MANDEVILLE, LOUISIANA PURSUANT TO CITY ORDINANCE NO. 14-07

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared:

who, being first duly sworn, did depose and state:

1. That he/she is the duly authorized representative of:

(Company Name)

- 2. That in accordance with City of Mandeville Ordinance No. 14-07, any person or entity who enters into a contract with the City of Mandeville for an amount exceeding ten thousand dollars (\$10,000), shall disclose all political contributions made within the prior two (2) years to any current elected City official or candidate for City office.
- 3. Please check one of the following:

My commission expires:

□ No political contributions have been made within the past two (2) years to any current elected official or candidate for City office.

The following political contributions have been made within the past two (2) years:

Recipient Name	Office Held or Sought	Date of Contribution	Amount

That the information provided herein is true and correct to the best of affiant's knowledge, information, and b
---

Signature of Affiant:		
Printed Name:		
Title:		
Company Name:		
SWORN TO AND SUBSCRIBED before me this	_day of	_, 20
NOTARY PUBLIC		
Name:		
Commission No.:		

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I uge	JT	0150	

## ATTACHMENT K – CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

#### STATE OF

PARISH/COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the parish/county and state aforesaid, personally came and appeared:

(Name of Affiant)

who, after being duly sworn, declared that:

1. He/she is the duly authorized representative of:

(Name of Proposing Firm)

- 2. To the best of the affiant's knowledge, no officer, employee, or elected official of the City of Mandeville has any financial interest in the above-named firm, nor is there any existing relationship or transaction that could present a conflict of interest or the appearance of a conflict.
- 3. The affiant affirms that no gifts, favors, or payments of any kind have been made or promised to any City official or employee in connection with this RFP.
- 4. If any potential or actual conflict of interest arises at any time during the term of this contract, the proposer shall immediately disclose it in writing to the City of Mandeville.
- 5. The affiant understands that failure to disclose such information may result in the disqualification of this proposal or termination of any resulting contract.

THUS DONE AND SIGNED before me this day of	, 20
in Parish/County, State of	•
Signature of Affiant:	
Printed Name of Affiant:	
Title/Position:	
Name of Proposing Firm:	
NOTARY PUBLIC:	
Signature:	
Printed Name:	
My Commission Expires:	