



REQUEST FOR PROPOSALS

2025 Comprehensive Land Use Regulation Ordinance (CLURO) Revision

The City of Mandeville is seeking proposals from firms to update its Comprehensive Land Use Regulation Ordinance (CLURO). The City intends to engage a consultant to provide revisions that address contemporary land use practices, clarify regulations for administrators and the public, and resolve outdated or ambiguous provisions. The project's goals are to encourage economic development and a high quality of life while preserving the City's historical character and natural resources. The selected firm will be responsible for auditing the current development code, analyzing it against the "Mandeville Thrives 2045" comprehensive plan, leading stakeholder and public participation, coordinating with the City Attorney for legal review, and producing the final ordinance documents. The contract resulting from this RFP is for a three-year period, with an option for two subsequent one-year terms, not to exceed a total of five years.

City of Mandeville

Department of Planning & Zoning

Issue Date: 9/24/2025

Proposal Due Date & Time (CT):
10/29/2025, 4:00PM

Email for Inquiries:
PURCHASING@CITYOFMANDEVILLE.COM

TABLE OF CONTENTS

Table of Contents 2

1. Introduction & General Information 4

 1.1. Purpose 4

 1.2. Community Overview 4

 1.3. Scope of Work 4

 1.4. Project Goals 5

2. Contract Term 6

3. Administrative Information 6

 3.1. Schedule of Events 6

 3.2. RFP Inquiries 6

 3.3. Proposal Submission Instructions 7

 3.4. General Requirements for All Submissions 7

4. Proposal Requirements 7

 4.1. Content and Format 8

 4.2. Required Attachments 8

 4.3. Presentations (If Requested) 9

 4.4. City Rights and Disclaimers 9

5. General Information 9

 5.1. Proposal Submission and Withdrawal 9

 5.2. Proprietary Information 9

 5.3. Costs and Disclaimers 9

 5.4. Contractor’s Status and Responsibilities 10

 5.5. Clarification, Warranties, and Amendments 10

 5.6. Assignability and Indemnification 10

 5.7. Controlling Law and Jurisdiction 10

 5.8. Records, Audit, and Retention 10

 5.9. Termination 10

6. Evaluation & Selection 11

 6.1. Evaluation Overview 11

 6.2. Evaluation Criteria & Weights (100 points total) 11

 6.3. Cost Submission & Scoring 11

 6.4. Shortlisting, Interviews, and BAFO (If Requested) 11

 6.5. Final Selection & Negotiation 12

 6.6. City Rights 12

7. Sample Professional Services Agreement 12

Attachment A — PROPOSAL FORM.....	15
Attachment B: Professional Services Insurance Requirements	16
Attachment C: CORPORATE RESOLUTION.....	17
Attachment D: NON-COLLUSION AFFIDAVIT	18
Attachment E: AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR	19
Attachment F: POLITICAL CONTRIBUTIONS DISCLOSURE AFFIDAVIT	20
Attachment G: DEBARMENT/SUSPENSION & E-VERIFY CERTIFICATION	23
Attachment H — RATE SCHEDULE / COST NARRATIVE & NOT-TO-EXCEED (NTE) PRICE	24
Vendor Registration Form.....	25

1. Introduction & General Information

1.1. Purpose

The City of Mandeville is seeking proposals from qualified firms to update the City’s land development regulations, which were last comprehensively revised in 2010. The selected firm will be engaged under a professional services contract to review the existing regulations, align them with the recently adopted *Mandeville Thrives 2045* comprehensive plan, and incorporate recognized best practices for historic and growing communities.

The primary purpose of this Request for Proposals (RFP) is to produce a modern, enforceable, and user-friendly Comprehensive Land Use Regulation Ordinance (CLURO) that supports economic development and enhances quality of life while preserving the City’s historic character and natural resources. The updated ordinance shall include supporting graphics, charts, and explanatory materials that promote clarity and accessibility for administrators, developers, and the public.

1.2. Community Overview

The City of Mandeville, located at the gateway to St. Tammany Parish and the Northshore, is a waterfront community along Lake Pontchartrain that balances steady growth with preservation of its unique natural and historic assets. With one and a half miles of lake shoreline, tree-lined bayous such as Chinchuba and Castine, and a rich canopy of live oaks, magnolias, cypress, and pines, the City’s natural resources shape both its identity and its planning priorities.

Since 1995, the City has adopted landscaping and tree preservation ordinances, established the Tree Board (now Parks and Parkways Commission), and maintained recognition as a Tree City USA member. Local regulations limit construction heights to 35 feet and require landscaped monument signage to preserve scale and visual quality. Together, these policies reflect the community’s long-standing commitment to livability and environmental stewardship.

Mandeville’s built environment is defined by spacious lot sizes, protective building setbacks, and careful management of residential and commercial densities, all intended to maintain a human scale and protect the dominance of the tree canopy.

Through the *Mandeville Thrives 2045* Comprehensive Plan, the City embraces future growth while safeguarding its natural setting, historic character, and enviable quality of life. Updating the CLURO is the next step in implementing this vision through clear, enforceable, and user-friendly development regulations.

1.3. Scope of Work

The consultant will be tasked with preparing a CLURO revision that both **implements the *Mandeville Thrives 2045* plan** and preserves the distinct community character described above. The following tasks reflect the Planning Director’s priorities:

A. Code Audit & Diagnostics

- Assess the 2010 CLURO and correlated sections of the Code of Ordinances.
- Identify conflicts, ambiguities, and outdated provisions that undermine enforceability or usability.
- Produce a **Diagnostic Report** highlighting issues of clarity, proportionality, and alignment with City values of quality, scale, and environmental protection.

B. Plan Integration

- Crosswalk the CLURO against *Mandeville Thrives 2045* policies.
- Ensure alignment on land use categories, densities, environmental protections, and transportation/drainage standards.

C. Stakeholder & Public Participation

- Conduct structured engagement with staff, City Council, Planning Commission, Historic Preservation District Commission, Parks & Parkways Commission, and development community stakeholders.
- Hold public meetings at key milestones to present revisions for feedback.
- Provide **Meeting Summaries** to maintain transparency.

D. Drafting & Graphics

- Prepare a **First Draft CLURO** with redline and clean versions.
- Incorporate explanatory charts, tables, and graphics that make the ordinance accessible.
- Ensure height, setback, and tree canopy protections remain clearly articulated, with updated definitions and standards that are enforceable in Louisiana.

E. Legal Review & Refinement

- Coordinate with the City Attorney to ensure compliance with state statutes and consistency across ordinances.
- Incorporate feedback into a **Second Draft CLURO**.

F. Adoption Support

- Provide staff reports, presentations, and up to three rounds of revisions through public hearing and adoption.
- Deliver a **Final Adoption Package** in editable and PDF formats, including all graphics and tables.

1.4. Project Goals

The CLURO update is intended to achieve the following:

- **Heritage & Natural Resource Protection.** Preserve Mandeville’s historic neighborhoods, tree canopy, and waterfront identity while accommodating responsible growth.
- **Consistency with *Mandeville Thrives 2045*.** Translate comprehensive plan goals into enforceable zoning and development standards.
- **Quality of Place.** Maintain standards for scale, proportion, and setbacks that define Mandeville’s character.
- **Environmental Stewardship.** Strengthen landscaping, tree preservation, drainage, and sign regulations.
- **Usability & Transparency.** Produce a legally sound ordinance that is graphically supported, accessible, and easily understood by staff, developers, and residents.
- **Community Engagement.** Ensure meaningful participation from boards, commissions, stakeholders, and the public throughout the process.

2. Contract Term

The period of any contract resulting from this RFP is expected to begin following conclusion of the evaluation, selection, and negotiation process. The initial contract term shall be **three (3) years**, providing sufficient time to complete the full CLURO revision process, including adoption and immediate implementation support.

At the City's sole option, the contract may be renewed for up to **two (2) additional one-year terms**, not to exceed a total contract duration of **five (5) years**. Renewal terms are intended to provide on-call advisory and update services following adoption of the revised CLURO, such as implementing future plan amendments, responding to statutory changes, or refining specific provisions, subject to negotiation of a mutually agreeable scope and fee.

All renewals shall be contingent upon available funding, satisfactory performance, and mutual written agreement between the City and the consultant.

3. Administrative Information

3.1. Schedule of Events

The following is a tentative schedule for the selection process. The City of Mandeville reserves the right to adjust these dates as needed, and any changes will be communicated via an addendum.

EVENT	DATE
RFP POSTED TO WEBSITE AND CENTRAL BIDDING	9/24/25
ADVERTISEMENTS PLACED IN OFFICIAL JOURNAL	9/24, 10/1, 10/8
OPTIONAL PRE-PROPOSAL MEETING	10/2/25, 10:00 AM CST, Mandeville Council Chamber
DEADLINE TO RECEIVE WRITTEN INQUIRIES	10/14/25
DEADLINE TO ANSWER WRITTEN INQUIRIES	10/20/25
DEADLINE FOR SUBMITTING PROPOSALS	10/29/25, 4:00 PM CST

3.2. RFP Inquiries

Written questions regarding RFP requirements or the Scope of Work must be submitted by the deadline listed above to:

RuthAnn Chadwick, CPPB

Purchasing Agent & Contracts Administrator

Email: purchasing@cityofmandeville.com

- Inquiries must be submitted via email with the subject line: **"RFP CLURO — Question — [Firm Name]."**
- Verbal inquiries will not be accepted.
- Responses to all timely inquiries will be issued in writing through an addendum.
- The City reserves the right to modify this RFP if a change is determined to be in the best interest of the City.

3.3. Proposal Submission Instructions

This complete and detailed RFP is available for public inspection and downloading in electronic form on the City's website (www.cityofmandeville.com) and on Central Bidding (www.centralbidding.com). It is also available in PDF or printed form upon written request to the Purchasing Agent.

Submittal Options:

Option A — Physical Submission

- One (1) signed original, three (3) hard copies, and one (1) digital copy (PDF format on a USB/thumb drive).
- Format: 8.5" x 11" paper.
- Proposals must be **sealed** and received by the Purchasing Agent no later than the deadline stated in Section 3.1.
- Outer package must be clearly labeled:

Do Not Open — RFP for CLURO

ATTN: Purchasing Agent RuthAnn Chadwick

City of Mandeville

3101 E. Causeway Approach

Mandeville, LA 70448

- **Cost Proposal (Attachment H) must be submitted in a second, separate sealed envelope** inside the package, labeled: '**ATTACHMENT H — COST PROPOSAL (SEALED)**'.

Option B — Electronic Submission

- Proposals may be submitted electronically through Central Bidding (www.centralbidding.com).
- For technical support, contact Central Bidding at (225) 810-4814.
- **Upload the Technical Proposal (one PDF) and Attachment H – Cost as separate files. Do not include any pricing in the technical PDF.**

3.4. General Requirements for All Submissions

- **Format.** Proposals must be prepared in accordance with the instructions in this RFP. All required attachments, including the signed **Attachment A – Proposal Form**, must be included for the proposal to be considered responsive.
- **Delivery.** The proposer is solely responsible for ensuring timely delivery of its proposal by the method selected (physical or electronic). Late proposals will not be accepted under any circumstances.
- **Restrictions.** Facsimile or email submissions will not be accepted.
- **Validity.** All proposals shall remain firm and binding for a minimum of **120 calendar days** following the submission deadline.
- **Addenda.** Proposers must acknowledge receipt of all issued addenda on **Attachment A – Proposal Form**. Failure to do so may result in rejection of the proposal as non-responsive.
- **City Property.** All proposals and materials submitted in response to this RFP shall become the property of the City of Mandeville and will not be returned.
- **Costs.** All costs incurred in preparing and submitting a proposal, including attendance at meetings or presentations, are at the sole expense of the proposer. The City shall not be liable for any such costs.

4. Proposal Requirements

4.1. Content and Format

To ensure a fair and consistent review, all proposals must follow these requirements. Proposals that do not conform may be deemed non-responsive and rejected.

Page Limits

- The main body of the proposal (Executive Summary through Recommendations) shall not exceed **20 pages**.
- This limit does not include the cover page, table of contents, resumes, or required attachments.

Formatting Standards

- Paper size: 8.5" x 11".
- Minimum font size: 11-point, single-spaced, with one-inch margins.
- Acceptable fonts: Times New Roman, Arial, or Calibri.
- Electronic submissions must be a single, text-searchable PDF.

Order of Sections (Technical Proposal Only)

1. **Cover Page** — RFP title, proposer's name, and contact information.
2. **Table of Contents** — List all sections with page numbers.
3. **Executive Summary** — Concise summary of understanding and approach.
4. **Firm Experience with Similar Projects** — Demonstrated success with comparable projects.
5. **Qualifications of Assigned Staff** — Organizational chart, resumes, and relevant project experience.
6. **Firm's Ability to Complete Work** — Capacity, performance history, responsiveness, quality assurance.
7. **Local Involvement and Knowledge** — Familiarity with Mandeville's historic, environmental, and infrastructure context.
8. **Recommendations from Others** — Minimum of three (3) references with contact information.
9. **Required Attachments** — Attachments A–G and I (see Section 4.2).

Important: Do not include any pricing or cost information in the technical proposal. Pricing must be submitted separately as Attachment H (see Section 4.2).

4.2. Required Attachments

The following attachments must be included. Proposals missing any required attachment may be deemed non-responsive.

- **Attachment A — Proposal Form**
(Legal name, contact information, authorized signature, proposal validity certification, and acknowledgment of addenda.)
- **Attachment B — Insurance Requirements**
(Proposer's acknowledgment of ability to provide coverage as specified in the City's insurance standards.)
- **Attachment C — Corporate Resolution/Authority to Sign**
(Certified resolution or equivalent authorizing the signatory.)
- **Attachment D — Non-Collusion Affidavit**
- **Attachment E — Affidavit Regarding Solicitation of Contract**
- **Attachment F — Political Contributions Disclosure Affidavit**
(Required under City Ordinance 14-07.)
- **Attachment G — Debarment/Suspension and E-Verify Certification**
- **Attachment H — Rate Schedule / Cost Narrative**
(Must be submitted separately - sealed envelope for physical submissions or separate upload field in

Central Bidding. Includes hourly rates by labor category, anticipated reimbursables, and a **single, all-inclusive, not-to-exceed (NTE) amount** for the initial 3-year term. The NTE should cover all work described in the Scope of Work.)

- **Attachment I — Vendor Registration Form with W-9**

4.3. Presentations (If Requested)

The City may request in-person or virtual presentations from top-ranked proposers. Presentations will be used to clarify proposals and explore approaches but will not constitute negotiations.

4.4. City Rights and Disclaimers

The City may investigate proposer qualifications, request additional information, reject any or all proposals, cancel this RFP, or waive informalities. Decisions are final and not subject to appeal. This RFP shall not obligate the City to award a contract or reimburse costs incurred in preparing or submitting a proposal.

5. General Information

The City reserves the right to revise any part of this RFP by issuing a written addendum. Issuance of this RFP in no way constitutes a commitment by the City to award a contract. The award of a contract will be based upon the most responsive and responsible proposer whose offer is most advantageous to the City. The City reserves the right to accept or reject, in whole or in part, any or all proposals submitted and/or cancel this solicitation if determined to be in the City's best interest. The City further reserves the right to accept other than the lowest-priced proposal.

5.1. Proposal Submission and Withdrawal

- A proposer may withdraw a submitted proposal up to twenty-four (24) hours prior to the deadline by submitting a written, signed request from an authorized representative to:

City of Mandeville

ATTN: RuthAnn Chadwick, CPPB, Purchasing Agent & Contracts Administrator
3101 E. Causeway Approach
Mandeville, Louisiana 70448

- All proposals and materials submitted by the due date and time will become the property of the City.
- Proposals received after the deadline will not be accepted or considered.
- Proposals opened will be retained by the City and will not be returned.

5.2. Proprietary Information

- Only information that is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential.
- Any such information must be clearly marked within the proposal and will be handled in accordance with the **Louisiana Public Records Act, R.S. 44:1 et seq.**
- Proposals marked as confidential or proprietary in their entirety may be rejected as non-responsive.

5.3. Costs and Disclaimers

- The City is not liable for any costs incurred by proposers prior to contract execution.

- Costs associated with preparing and submitting a proposal, attending meetings or presentations, and other related expenses are the sole responsibility of the proposer.
- The City is not liable for errors in proposals and reserves the right to correct or amend this RFP due to errors identified.

5.4. Contractor's Status and Responsibilities

- The selected contractor is an independent contractor and not an employee, agent, or servant of the City.
- Contractor employees are not eligible for City benefits and will not be considered employees for unemployment compensation or workers' compensation purposes.
- The contractor is responsible for compliance with the **Louisiana Code of Governmental Ethics (R.S. 42:1101 et seq.)** and must ensure that no conflict of interest exists in the performance of this contract. Interpretation of ethics issues is under the authority of the Louisiana Board of Ethics.

5.5. Clarification, Warranties, and Amendments

- The City may request clarification or additional information from proposers. If requested, such information must be provided within fourteen (14) calendar days.
- The contractor warrants that it has the right to enter into the contract, that deliverables will not infringe upon copyrights or other rights, and that all services will be performed in a professional and workmanlike manner.
- Any contract amendment must be in writing and signed by authorized representatives of both parties.

5.6. Assignability and Indemnification

- The contractor shall not assign or transfer any interest in the contract without prior written consent of the City.
- The contractor shall indemnify, defend, and hold the City harmless against all claims, losses, liabilities, suits, damages, judgments, and costs (including attorney's fees) arising from any act or omission of the contractor or its employees, agents, or subcontractors.

5.7. Controlling Law and Jurisdiction

- The validity, interpretation, and performance of the contract shall be governed by the laws of the State of Louisiana.
- The parties agree that any dispute will be subject to the jurisdiction of the 22nd Judicial District Court for the Parish of St. Tammany, as further set forth in the Professional Services Agreement.

5.8. Records, Audit, and Retention

- The contractor shall maintain complete records of all work performed under the contract for a minimum of **three (3) years** after final payment.
- Records shall be made available to the City, the Louisiana Legislative Auditor, and any applicable federal agencies upon request.

5.9. Termination

- The City reserves the right to terminate the contract for cause or for convenience.

- In the event of termination for convenience, the contractor will be compensated for work performed to the date of termination, but no additional costs or damages will be paid.

6. Evaluation & Selection

6.1. Evaluation Overview

Proposals will be evaluated by a City committee using the criteria and weights below. Technical proposals will be scored first. **Cost (Attachment H)** will be submitted **separately** (sealed envelope for hard copy or separate file field in Central Bidding) and scored independently. The combined score will determine ranking. The City may request presentations from top-ranked proposers to clarify proposals; presentations will not constitute negotiations.

6.2. Evaluation Criteria & Weights (100 points total)

1. **Firm Experience with Similar Projects** — 30 pts
Demonstrated success with land use code/CLURO or comparable municipal regulatory updates; quality and relevance of past work; outcomes and adoption history.
2. **Qualifications of Assigned Staff** — 30 pts
Experience of project manager and key staff; depth, availability, and role clarity; relevant licenses/certifications.
3. **Approach, Work Plan & Schedule** — 20 pts
Understanding of scope, method for code audit/crosswalk, engagement plan, drafting and graphics workflow, legal review, QA, and schedule realism.
4. **Local Involvement & Knowledge** — 10 pts
Understanding of Mandeville context (historic character, tree canopy, drainage/traffic constraints, shoreline, HPDC/Commission processes) and plan alignment.
5. **Recommendations/References** — 5 pts
Quality of references; performance on similar engagements.
6. **Cost** — 5 pts
Scored using a proportional formula (see 6.3). *Cost is considered, but qualifications remain the primary basis for selection.*

6.3. Cost Submission & Scoring

- **Submission:** Proposers must include a **Rate Schedule / Cost Narrative** as **Attachment H** (unbundled from the main technical PDF). Do not include any pricing in the technical proposal.
- **Allowed content:** hourly rates by labor category; anticipated reimbursables policy; and a single, all-inclusive, not-to-exceed (NTE) amount for the base CLURO update. This NTE amount must be provided for the entire initial three-year term and should be included in your submission of Attachment H.
- **Scoring formula (5 points max):**

$$(Lowest\ Evaluated\ Cost / Proposer's\ Evaluated\ Cost) \times 5.00$$

The City may clarify arithmetic or obvious clerical errors in Attachment H before scoring.

6.4. Shortlisting, Interviews, and BAFO (If Requested)

The City may shortlist top-ranked proposers for interviews/presentations to inform final scoring. The City may request a **Best and Final Offer (BAFO)** limited to **scope, schedule, staffing, and cost clarification**.

6.5. Final Selection & Negotiation

The highest-ranked proposer will be invited to negotiate the final scope and a **not-to-exceed** amount based on the Attachment H rates. If negotiations are unsuccessful, the City may terminate negotiations and proceed to the next ranked proposer.

6.6. City Rights

The City may investigate qualifications, request additional information, reject any or all proposals, cancel the RFP, request BAFOs, or waive informalities. Selection will be based on the proposal determined to be in the City's best interest. Decisions are final and not subject to appeal.

7. Sample Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

City of Mandeville, Louisiana

Comprehensive Land Use Regulation Ordinance (CLURO) Revision

This Professional Services Agreement ("Agreement") is made and entered into this ____ day of _____, **20**__, by and between:

City of Mandeville ("City"), a political subdivision of the State of Louisiana, represented by its Mayor, and

[Consultant Name, Legal Entity Type] ("Consultant"), with principal business address at [address], represented herein by [authorized officer].

ARTICLE 1. SCOPE OF SERVICES

Consultant shall perform professional planning and consulting services to update the City's Comprehensive Land Use Regulation Ordinance (CLURO), as more fully described in:

- **Exhibit A** — City's Request for Proposals, including all addenda.
- **Exhibit B** — Consultant's Proposal, dated [____].

In the event of conflict, Exhibit A (the RFP) shall control.

ARTICLE 2. TERM

- The initial term of this Agreement shall be **three (3) years** from the effective date.
- The City may, at its sole option, renew this Agreement for up to two (2) additional one-year terms, not to exceed a total duration of five (5) years. Renewals are intended for on-call updates, implementation support, or statutory adjustments following adoption and shall be subject to negotiation of a mutually agreeable scope and fee.

ARTICLE 3. COMPENSATION

- Consultant shall be compensated in accordance with the **Rate Schedule / Cost Narrative** (Attachment H), subject to a **not-to-exceed amount** established through negotiation and approved by the City Council.
- Consultant shall submit monthly invoices with itemized detail of services rendered, personnel hours, and allowable reimbursables.
- Payment shall be made within thirty (30) days of approval by the City.

ARTICLE 4. INSURANCE

- Consultant shall maintain insurance coverage as specified in the **Professional Services Insurance Requirements**, incorporated by reference as **Exhibit C**.
- Proof of coverage must be provided prior to execution and maintained throughout the Agreement term.
- The Consultant shall provide a Waiver of Subrogation in favor of the City on Commercial General Liability, Auto, and Workers' Compensation policies.

ARTICLE 5. INDEPENDENT CONTRACTOR

Consultant acknowledges it is an independent contractor and not an employee, agent, or servant of the City. Consultant and its employees are not entitled to City benefits, workers' compensation coverage, or unemployment insurance.

ARTICLE 6. INDEMNIFICATION

Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from and against all claims, damages, losses, liabilities, and costs (including attorney's fees) arising from Consultant's negligent acts, errors, or omissions.

ARTICLE 7. RECORDS & AUDIT

Consultant shall maintain complete and accurate records related to services under this Agreement for at least **three (3) years** following final payment. Such records shall be made available to the City and the Louisiana Legislative Auditor upon request.

ARTICLE 8. COMPLIANCE WITH LAWS & ETHICS

Consultant shall comply with all applicable federal, state, and local laws, including the **Louisiana Code of Governmental Ethics (R.S. 42:1101 et seq.)**. Consultant is responsible for ensuring no conflict of interest exists in the performance of this Agreement.

ARTICLE 9. NON-ASSIGNMENT

This Agreement may not be assigned or subcontracted in whole or in part without the prior written consent of the City.

ARTICLE 10. TERMINATION

- **For Cause:** The City may terminate for breach, non-performance, or misconduct with written notice.
- **For Convenience:** The City may terminate this Agreement without cause by providing thirty (30) days' written notice. Consultant shall be paid for authorized services performed to the date of termination.

ARTICLE 11. NON-WAIVER

Failure of either party to enforce any provision shall not constitute a waiver.

ARTICLE 12. ENTIRE AGREEMENT & AMENDMENTS

This Agreement, including its Exhibits, constitutes the entire agreement between the parties. No amendment shall be effective unless in writing and signed by both parties.

ARTICLE 13. APPROPRIATION OF FUNDS

This Agreement is contingent on the appropriation of funds by the City Council. If funds are not appropriated, this Agreement shall terminate without penalty upon thirty (30) days' written notice.

ARTICLE 14. GOVERNING LAW & VENUE

This Agreement shall be governed by and construed under the laws of the State of Louisiana. Venue for any action shall be the **22nd Judicial District Court, Parish of St. Tammany**.

SIGNATURES

CITY OF MANDEVILLE

By: _____
Mayor

Date: _____

CONSULTANT

By: _____
[Authorized Signatory, Title]

Date: _____

Exhibits

- Exhibit A — City's RFP (with addenda)
- Exhibit B — Consultant's Proposal
- Exhibit C — Professional Services Insurance Requirements

Attachment A — PROPOSAL FORM

RFP Title: Comprehensive Land Use Regulation Ordinance (CLURO) Revision

RFP No.: 435.26.005

Proposal Due: _____ at _____ CT

Proposer Legal Name: _____

FEIN: _____

Mailing Address: _____

City/State/ZIP: _____

Primary Contact Name/Title: _____

Email: _____ **Phone:** _____

A. Certifications

By signing below, Proposer certifies:

1. the proposal is submitted in response to this RFP and is valid for **120 calendar days** from the due date;
2. Proposer will comply with all applicable laws, including the Louisiana Code of Governmental Ethics;
3. Proposer has not engaged in collusion or anticompetitive practices (see Attachment D);
4. Proposer has not employed or paid a solicitor to secure this contract except as allowed by law (see Attachment E);
5. Proposer (and any principals) is not debarred, suspended, or otherwise ineligible (see Attachment G);
6. Proposer can meet the City's insurance requirements (Attachment B).
- 7. Pricing has been separately submitted under Attachment H.**

B. Addenda Acknowledgment

We acknowledge receipt of the following addenda:

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

(If none, write "None.")

Authorized Signature: _____ **Date:** _____

Printed Name/Title: _____

Attachment B: Professional Services Insurance Requirements

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

The Contractor shall maintain insurance with insurers authorized to do business in Louisiana and rated **A-, VII** or better by A.M. Best. Certificates shall provide **30 days' prior written notice** to the City of cancellation/nonrenewal (10 days for non-payment). Coverage must be in place before work begins and maintained through the contract term.

Required Coverages & Minimum Limits

1. **Commercial General Liability (CGL)** — \$1,000,000 per occurrence / \$2,000,000 general aggregate (per project). Coverage to include premises/operations, contractual liability, personal and advertising injury, and products/completed ops.
2. **Professional Liability (Errors & Omissions)** — \$1,000,000 per claim / \$2,000,000 aggregate. If claims-made, maintain retro date no later than contract start and provide two (2) years of extended reporting ("tail") after completion.
3. **Automobile Liability** — \$1,000,000 combined single limit per accident for **any auto** (owned, hired, and non-owned).
4. **Workers' Compensation & Employers' Liability** — Statutory WC; Employers' Liability \$500,000 each accident / \$500,000 disease-policy / \$500,000 disease-each employee. (USL&H/Jones Act not required for this scope.)
5. **Umbrella/Excess Liability** — \$1,000,000 per occurrence (follow form) excess of CGL and Auto.

Endorsements & Provisions

- **Additional Insured:** City of Mandeville, its officers, agents, employees, boards, and commissions shall be **Additional Insured** on CGL, Auto, and Umbrella; coverage **primary and non-contributory**.
- **Waiver of Subrogation:** In favor of the City on CGL, Auto, and WC.
- **Deductibles/SIRs:** Solely the Contractor's responsibility. Deductibles/SIRs > \$100,000 require City Finance Director approval.
- **Certificates:** ACORD 25 (2014/01 or newer). Reference project/contract in Description/Operations. Email to **purchasing@cityofmandeville.com**.
- **Subcontractors:** Contractor shall require and verify that all subcontractors carry insurance meeting these requirements with City as Additional Insured where applicable.
- **City Remedies:** Failure to maintain required insurance is a material breach; City may suspend work or terminate.

Certificate Holder:

City of Mandeville, Its Officers, Agents, Employees and Volunteers
3101 E. Causeway Approach, Mandeville, LA 70448

Attachment C: CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____

INCORPORATED, DULY NOTICED AND HELD ON _____,

A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT WAS:

RESOLVED. THAT _____, BE AND IS HEREBY

APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS AND TRANSACTIONS WITH THE CITY OF MANDEVILLE OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE MINUTES OF THE ABOVE DATED MEETING OF THE BOARD OF DIRECTORS OF SAID CORPORATION, AND THE SAME HAS NOT BEEN REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

CORPORATE RESOLUTION

Attachment D: 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 _____ (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

NOTARY PUBLIC

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20 _____

My commission expires _____

Attachment E: AFFIDAVIT ATTESTING THAT PUBLIC CONTRACT WAS NOT SECURED THROUGH EMPLOYMENT OR PAYMENT OF SOLICITOR

STATE OF _____

PARISH OF _____

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

(Name of Affiant)

WHO, after being by me duly sworn, deposes and says:

That affiant is the fully authorized _____ of _____, the party who submitted a proposal for the **Project Name:** _____, and said affiant further says:

1. That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which affiant received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant.
2. That no part of the contract price received by affiant 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 affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

SIGNATURE OF AUTHORIZED SIGNATORY

PRINTED NAME

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC

My commission expires: _____

Attachment F: POLITICAL CONTRIBUTIONS DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in this State and Parish, personally came and appeared: _____

the party submitting a non-bid contract and who has submitted this affidavit with said contract, after being duly sworn did attest and testify as to the truth of all of the factual allegations contained in the petition, specifically as follows:

Choose A or B. If Option A is indicated please include the requested attachment.

Disclosure No. 1

A. _____ Within the 48-month period preceding the date of the contract with the City of Mandeville, I **Have** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville. I have attached a list of each contribution, its amount, the date of the contribution, and the recipient or recipients of the contribution.

B. _____ Within the 48-month period preceding the date of the contract with the City of Mandeville, I **Have Not** made campaign contributions which total \$200.00 or more to a Mandeville City Council member or Mayor of the City of Mandeville.

Disclosure No. 2

A. _____ I **Do** owe a debt or debts to an elected or appointed official or officials of the City of Mandeville. I have attached a list of all debts and the elected or appointed official or officials of the City of Mandeville to whom those debts are owed.

B. _____ I **Do Not** owe any debts to any elected or appointed official of the City of Mandeville.

Disclosure No. 3

A. _____ I **Have** made a contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly. I have attached a list of all contributions to or support of elected officials of the City of Mandeville, the amount of the contribution or support, the recipient or recipients of the contribution, and the name of the person or firm through whom the contribution was made.

B. _____ I **Have Not** made any contribution to or in support of elected officials of the City of Mandeville in the name of another person or firm directly or indirectly.

Disclosure No. 4

A. _____ This affidavit **Is** being submitted on behalf of a corporation, LLC, or other legal entity. I have attached a list of contributions made by officers, directors, and owners, including employees, owning 25% or more of the company or legal entity.

B. _____ This affidavit **Is Not** being submitted on behalf of a corporation, LLC, or other legal entity.

The above is in compliance and pursuant to City of Mandeville Ordinance No. 14-07.

I agree to and acknowledge that an updated affidavit must be submitted if there are any changes to the above sworn statements between the time the affidavit is executed and the time the contract is awarded.

_____, AFFIANT

SWORN TO AND SUBSCRIBED before
me this ____ day of _____ 20__

_____, Notary

Bar Roll # _____
My Commission Expires _____

Contributions to Council Members or Mayor of the City of Mandeville

Date of Contribution	Amount	Recipient(s)

Debts Owed to Appointed or Elected Officials of the City of Mandeville

Amount of Debt	Elected or Appointed Official Owed Debt

Contributions Made in the Name of Another

Date of Contribution	Amount	Recipient	Contributor

Contributions Made by Officers, Directors, Owners, and/or Employees

Date	Amount	Recipient	Contributing Officer, Director, Owner, or Employee	% Share of Company

Attachment G: DEBARMENT/SUSPENSION & E-VERIFY CERTIFICATION

Debarment/Suspension. The undersigned certifies that neither the Proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with any governmental entity.

E-Verify (La. R.S. 38:2212.10). The undersigned certifies the Proposer is registered with, participates in, and will use **E-Verify** to confirm the employment eligibility of all new hires in Louisiana for the duration of any resulting contract, and will require subcontractors to do the same.

Proposer Legal Name: _____

Authorized Signatory/Title: _____

Signature: _____ Date: _____

THIS SIGNED FORM MUST BE SUBMITTED WITH THE PROPOSAL

Attachment H — RATE SCHEDULE / COST NARRATIVE & NOT-TO-EXCEED (NTE) PRICE

(Submit as a separate sealed envelope for hard copies or as a separate file upload in Central Bidding. Do not include in the technical PDF.)

Proposer Legal Name: _____

1. Labor Categories & Hourly Rates

(Insert a table of roles/titles and fully-loaded hourly rates for each key team member for the duration of the contract.)

2. Reimbursables Policy

(List the types of anticipated reimbursable expenses, such as travel, printing, or GIS services, and describe your firm's policy for billing them—e.g., at cost, no markup.)

3. All-Inclusive Not-to-Exceed (NTE) Amount for Initial 3-Year Term *This is the single, all-inclusive not-to-exceed amount that your firm proposes for completing all services and deliverables defined in the Scope of Work (Section 1.3) during the initial three-year contract term.*

Proposed NTE Amount: \$ _____

4. Assumptions & Exclusions

(Briefly list any cost-relevant assumptions, such as City staff responsibilities or the number of public meetings, that underpin your proposed NTE amount.)

Authorized Signature: _____

Date: _____



City of Mandeville

3101 E. Causeway Approach

Mandeville, LA 70448

985-626-3144

Date:	Attachment I: Vendor Registration Form			Vendor Number: <i>City Use Only</i>
Contact Information				
Company Name:				
FEIN: <i>Attach IRS Form W-9</i>				
Address:				
City, State, Zip:				
Phone:				
Sales Contact Name:				
Email:			Phone:	
Accounting Contact Name:				
Email:			Phone:	
Business Information				
Products Provided:				
Services Provided:				
Insured: <i>Attach COI</i>	Yes	No	NA	
Licensed:	Yes	No	NA	
License Type:			License Number:	