

**CONTRACT
COPY**

REQUEST FOR PROPOSALS

RFP NO. 572-7659

**CONTRACT TO REFORMAT AND PUBLISH CITY CODE OF ORDINANCES
WITH SUPPLEMENT SERVICE**

ISSUED FOR THE CITY CLERK'S DEPARTMENT

**Issued by the Administrative Services Department
Purchasing Division
City of Fort Lauderdale, Florida**

Procurement Specialist II, Linda Wilson

December, 1996

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PART I - INTRODUCTION/INFORMATION

01. PURPOSE:

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to provide edit, reformatting, publication and supplement services for the City Attorney & City Clerk Departments, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION:

For information concerning procedures for responding to this RFP, contact Procurement Specialist, Linda Wilson, at (954) 761-5140. For information concerning the technical specifications or scope of services, contact City Clerk, Lucy Masliah, at (954) 761-5006, or Assistant City Attorney, Sharon Miller at (954) 761-5034. Contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum.

03. LAST DATE FOR RECEIPT OF QUESTIONS AND PRE PROPOSAL CONFERENCE:

The City will hold a pre-proposal conference on January 13, 1997 in the City Manager's Conference Room, 7th Fl., at 10:00 AM, City Hall, 100 N. Andrews Avenue, Ft. Lauderdale, FL. to address any questions proposers may have regarding the RFP specifications or process. Prior to this meeting, Proposers are requested to provide any questions in writing PRIOR TO TO LAST DATE FOR QUESTIONS, January 9, 1997. It is preferred that all questions be submitted in writing to the Purchasing Division, 100 North Andrews Avenue, Fort Lauderdale, FL, 33301, attn: Linda Wilson. To facilitate prompt receipt of questions, they can be sent via FAX to (954) 761-5576.

Proposers please note: No part of your proposal can be submitted via FAX. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

It is strongly suggested that all proposers attend the pre-proposal conference. A copy of the new Unified Land Development Regulations (ULDR) and the existing City Code of Ordinances will be available for proposer review at this meeting.

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04. ELIGIBILITY:

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, to at least one City similar in size and complexity to the City of Fort Lauderdale.

05. MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions under the resulting award. In considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he may be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

See General Conditions Section 1.08 for MBE and WBE definitions.

6. INSURANCE: The Contractor shall provide insurance coverage as follows:

a) Comprehensive General Liability including Products/Completed Operations in the combined single limit of five hundred thousand (\$500,000.00) Dollars.

b) Workers Compensation as required by Florida Statutes for benefit of Contractor employees. Notwithstanding FS 440.055, any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation Insurance.

b) Errors & Omissions Insurance - one million dollars

The Contractor shall provide to the Purchasing Division original certificates of such coverage prior to engaging in any activities under this contract. Such certificates shall have no less than thirty (30) days notice of cancellation. No work can be started until the certificates are submitted and approved by the City's Risk Manager.

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PART II - RFP SCHEDULE

Release RFP		12/20/97
Last Date for Receipt of Questions of a Material Nature		01/09/97
* Pre Proposal Conference City Hall, 100 North Andrews Ave. Fort Lauderdale, FL. 10:00 AM		01/13/97
Addendum Release (If required)		01/15/97
PROPOSAL DUE (Prior to 2:00 PM)		01/27/97 2:00 PM
Evaluation Committee Review and Short Listing of Proposals	week of	01/27/97
Oral Interviews with Finalists and Selection of First Ranked Proposer (Estimated)	week of	01/27/97
City Commission Award of Contract (Estimated)		02/18/97
Final Execution of Contract by City (Estimated)		02/28/97

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PART III - SPECIAL CONDITIONS

01. GENERAL CONDITIONS:

RFP General Conditions Form G-107 Rev. 7/93 (GC) are included and made a part of this RFP as Exhibit "A".

02. VARIANCES:

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. NEWS RELEASES/PUBLICITY

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.

04. RFP DOCUMENTS:

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

05. PROPOSERS' COSTS:

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

06. RULES AND PROPOSALS:

The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal proposer.

07. CONFIDENTIAL INFORMATION:

Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., The Public Records Law. Information and materials received by City in connection with all Proposer's response shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Therefore, if the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer must in his or her response specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records.

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08. PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

09. APPROVED EQUAL OR ALTERNATE PROPOSALS:

The Technical Specifications contained in this RFP are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features which are desired by the City. The City is receptive to any proposal which would be considered by qualified City personnel as an approved equal.

The proposer must state clearly in his proposal pages any variance to the specifications. If proposing an approved equal or alternate service, it will be the proposer's responsibility to provide adequate information in his proposal to enable the City to ensure that the proposal meets the required criteria. If adequate information is not submitted with the proposal, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the services proposed qualify as approved equal. The City reserves the right to award to that proposal which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the RFP process.

10. CONTRACT PERIOD:

The initial contract term shall commence upon final execution of the contract by the City and shall be for a five (5) year period. The City reserves the right to extend the contract for additional one (1) year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

11. INVOICES/PAYMENT:

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail all costs in accordance with the Contract pricing and shall specify the status of the particular task or project as of the date of the invoice as regards the accepted schedule for that task or project, if applicable. The City will attempt to pay a correct invoice within thirty (30) days after receipt of a correct invoice.

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If, at any time during the contract, the City shall not approve or accept the Contractor's work product, and agreement cannot be reached between the City and the Contractor to resolve the problem to the City's satisfaction, the City shall negotiate with the Contractor on a payment for the work completed and usable to the City. This negotiated payment shall be based on the overall task or project breakdown, relative to the projected number of hours for each task element, if applicable,, and the percentage of work completed.

12. CONTRACT COST ADJUSTMENTS:

The costs as proposed and accepted by the City shall be firm for the initial contract term. The costs for subsequent terms shall be subject to an adjustment only if increases or decreases have occurred in the industry and are properly documented but any such increase may not exceed 5%, or the Consumer Price Index (CPI), whichever is lesser. Any request for a cost adjustment shall be submitted to the City at least ninety (90) days prior to the contact anniversary date.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract upon giving thirty (30) days notice to the Contractor.

13. DELETION OR MODIFICATION OF SERVICES:

The City reserves the right to delete any portion of this Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

14. ADDITIONAL ITEMS/SERVICES

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in his proposal.

If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

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15. WARRANTIES OF USAGE:

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

16. SUBSTITUTION OF PERSONNEL:

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to prior City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

17. SUBCONTRACTING:

No subcontracting of any services under this agreement shall be permitted without the express written approval of the City. In the event subcontracting is permitted, each subcontractor candidate shall be promptly reported to the City with enough detail to allow the City to properly review the proposed candidate. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest.

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18. OWNERSHIP OF WORK:

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed rates and related costs.

19. INDEPENDENT CONTRACTOR:

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

20. INDEMNITY/HOLD HARMLESS AGREEMENT:

The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions, relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

21. RECORDS, AUDITS:

The accounts and financial records, with respect to the services performed under the Contract, shall be kept separate or identifiable from those relating to the Contractor's other activities. The Contractor shall, with reasonable prior notice, make available, during reasonable business hours, to the City's Representative or Internal Auditor for inspection and audit all records and files relative to this Contract. The Contractor shall maintain and make available such records and files for the duration of the Contract, including any extension terms plus two (2) years.

Such records shall be maintained as an independent certified public accountant would need to examine in order to certify a statement of Contractor's operations according to generally accepted auditing standards.

22. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure"):

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any

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governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. the non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. the non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

SECTION ONE

SCOPE OF SERVICES: The City is seeking the services of a qualified Contractor to edit, include history notes and republish Volume 1 of the City's Code of Ordinances and publish new Volume 2, Land Development Regulations, in accordance with the Request for Proposal (RFP) specifications.

GENERAL INFORMATION: The City's Code of Ordinances is contained in two (2) volumes, consisting of approximately 2,000 pages, currently in a 6"x9" format. Volume One will be republished to include history notes in a new format and Volume 2 published, as stated herein.

TECHNICAL SPECIFICATIONS: The following specifications are provided as a guideline for Bidders. Should the Bidder(s) determine that any of these specifications are inadequate, require modification, or such format is not in accordance with generally accepted municipal codification standards, the Bidder will prepare exceptions to the specifications, and provide the City with suggestions for revision. Such suggestions and modifications should be brought to the City's attention not later than the Pre-Preposal Conference, as contained in Part I, paragraph 3, page 3.

I. Contractor responsibilities: Under the supervision of the City Attorney the Contractor shall:

A). **ORDINANCES INCLUDED.** Republish Volume 1 and classify, edit and publish the new Unified Land Development Regulations as ordinances of a general and permanent nature passed in final form by the City in accordance with the schedule as agreed to between the City and the successful Contractor, provided, however, that the City forwards the Contractor all ordinances passed subsequent to said date for inclusion in the new Code up to the time of notice of completion of the editorial work as contained in the ITB specifications. In the event the City has a Code now in effect, the provisions of such Code and ordinances adopted subsequent to the last ordinance included therein will constitute the material to be used in performing the work outlined in the RFP. The term "ordinances," as used herein, shall be deemed to include such existing Code.

B). **EDITORIAL WORK FOR VOLUME 1:** The Contractor shall update the 1990 Code as supplemented and include all prior history notes which were omitted in this 1990 recodification. The City will forward ordinances subsequently passed for inclusion in the new Code until notice is received that the editorial work has been completed.

1) The Contractor may be asked to reorganize and renumber the Code, if necessary. No substantive changes will be implemented without specific City approval;

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- 2) Proper phraseology: If it is necessary to be updated, concise, modern and proper phraseology, without conflicts, ambiguities and repetitious provisions;
- 3) Table of Contents: If necessary to be updated, the table will list the chapter of the Code, and other applicable major divisions, giving the page number on which each begins;
- 4) Code Comparative Tables: If necessary to be updated, these tables will update, list the ordinances included in the Code in chronological and/or numerical sequence, and set out the location of such ordinances in the Code.
- 5) History Notes: Add prior legislative history of each section of the new Code, citing the ordinance number and date of passage of the Current Ordinance which are in Volume 1 prior to the 1990 recodification.

B2.) EDITORIAL WORK FOR VOLUME 2: The Contractor shall publish the Unified Land Development Regulations (ULDR) as a companion volume to the General Ordinances to include the following:

- 1) Review with General Ordinances. The (ULDR) will be reviewed with the general Ordinances and conflicts, inconsistencies and obsolete provisions will be brought to the Attention of the City Attorney;
- 2) Advise the City how to label Articles, Sections and sub-Sections;
- 3) Proper phraseology: If necessary, update using concise, modern and proper phraseology, without conflicts, ambiguities and repetitious provisions.
- 4) Table of contents. This table will list the chapters of the (ULDR), and other applicable major divisions, giving the page number on which each begins. Additional tables of contents for individual sections, such as Parking Requirements, will be prepared upon request.
- 5) Chapter analysis: If necessary and as determined by the City, each chapter will be preceded by a detailed analysis listing the sections.
- 6) Catchlines: Each section will be preceded by a catchline which shall reflect the content of the section.
- 7) History notes: A history note shall be prepared for each section of the (ULDR). The note will indicate the source from which the section is derived.
- 8) Cross reference and footnotes: Cross references shall be prepared to tie together related sections of the new (ULDR).

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Proper explanation will also be made in the form of footnotes to relevant provisions of the (ULDR).

9) Comparative table: This table shall list all ordinances included in the (ULDR) in chronological and/or numerical sequence, setting out the location of such ordinances in the (ULDR). A table shall be prepared, reference the section number in the prior zoning code where a section in the new code relates, and list all sections in the prior zoning code no longer in effect.

10) Table of Amendments: A table will be established for listing all future amendments and their disposition in the (ULDR).

11) Terminology Change Chart: The Contractor shall work in conjunction with the City to prepare a terminology change chart for the front of the volume; i.,e, R-1+RS-1.

12) Index: A comprehensive, legal and factual general Index for the (ULDR) will be prepared. All sections are indexed under major subjects with appropriate section citations. Columnar citations are used to enhance the ease of reference.

II. PROOFS. After the entire Code is set in type, the Contractor will submit one (1) full set of proofs to the City for review. Proofs must be submitted in both a hard copy, and on Wordperfect 6.1 computer diskette. The Contractor assumes the responsibility of proofreading, typographical and grammatical correctness.

The City may make word changes on the proofs without charge. However, if the City delete lines, entire sections, articles or chapters constituting more than a page of type, the Proposer shall include and detail any additional charges applicable in the RFP response. If changes are made and returned on computer diskette and additional charges will apply, Contractor shall delineate the charges separately, if applicable. All additional charges, if applicable, shall be submitted as firm, fixed rates for the Contract term. The City will review the proofs and return them to the Contractor with the changes indicated, prior to Contractor print.

IV. PRINTING. When the proofs are returned by the City, or if the City should notify the Contractor that there are no changes, the Contractor will proceed to print the Code, as follows:

- (a) The text of the Code in ten-point type with boldface catchlines;
- (b) The Index in eight- or ten-point type, depending on the page format;
- (c) The editorial notes and cross references in eight- or ten-point type with boldface headings;
- (d) Tables in ten point type;
- (e) The specified number of copies of the Code, as

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specified in the ITB, on 50 lb., white offset paper,
or its equivalent, in either virgin or recycled paper,
full page print, punched with 3 holes,

and reinforced for use in a standard ring binder.
Bidder is requested to submit pricing based on the
City's option to select either virgin or recycled
paper;

(f) The page size shall be as provided 8 1/2"x11"

V. INDEX. A comprehensive, legal and factual general
Index for the Code will be prepared and inserted in the
completed Codes. All sections are indexed under major
subjects with appropriate section citations.

VI. TABLES. The following Tables will be prepared for the
new Code:

(a) Table of Contents. This Table will list the
chapters, articles or divisions of the Code, giving
the number of the page upon which each begins. In
addition to providing a Table of Contents, Comparative
Table, and Statutory Reference Table, the Contractor
shall provide a separate table in the beginning of
Chapter 47 with page numbers referenced.

(b) Comparative Table. This Table will list all
ordinances included in the Code in chronological
and/or numerical sequence, setting out the location of
such ordinances in the Code. If a prior Code of the
Municipality is utilized, a Table will be prepared
setting out all sections included in the new Code and
their location, and the Ordinance Table referred to
herein will be limited to ordinances adopted
subsequent to the most recent one included in the
prior Code.

(c) Statutory Reference Table. All state law citations
set forth in the Code will be listed together with
their location in the volume.

VII. TABULAR MATTER. In the event the manuscript for the
Code should contain tables, drawings, designs, Algebra
formulae and the like for which either engraved cuts or
special methods of reproduction are required, the cost of
such engravings or tabular matter will be stated in the RFP
Summary Pages, PRICING section, as additional costs, if
applicable. However, there shall be no additional charge
for index pages or pages containing tables referred to the
above paragraph.

VIII. BINDING. The Contractor will bind copies of the
completed Code in heavy duty, 3-Ring binders with imitation
leather covers stamped in gold leaf, in accordance with the
RFP specifications. The unbound copies of the Code, if any,
will be punched and wrapped separately for storage and
eventual binding by the Contractor, as requested by the
City. Additional binders can be ordered at any time by the
City.

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IX. SEPARATOR TABS. The Contractor shall furnish, without additional charge, 3 ring, reinforced, standard looseleaf style separator tabs for each Chapter of the Code Book. For Chapter 47, however, additional separator tabs must be provided as indicated in the RFP.

X. SHIPMENT. On completion of all of the work contained in the RFP specifications, the Contractor will ship the Code to the City. If required, the Contractor will furnish the City with a suggested form of an ordinance adopting the new Code Once the Code has been adopted. A copy of the ordinance should be sent to the Contractor, so that it can be included in the Code.

XI. REPRINTS OF CHAPTERS. Additional copies of specific chapters or any portion of the Code may be ordered for printing/binding in paper covers for separate sale or distribution by the City. Pricing for these reprints shall be on agreement between the Contractor and the City. The Contractor will consult with the City and obtain approval of the recommended Index.

Chapter 47 shall be given first priority and printed separately in paper covers for separate sale/distribution.

XII. COMPUTER MEDIA. The Contractor will furnish the City with the entire Code of Ordinances on magnetic media for use by the City on personal computers. This data will be loaded on Windows-based microcomputers (servers). The server data will be accessed by clients via Windows for Workgroups. Functions of the database will include: full text query, conditional queries, export results of query to local word processing software, and printing selected sections of the Code. The software will be updated and supplied to the City simultaneously with the "printed" version of the Code.

XIII. DELIVERY. The Contractor will perform the work of editing, printing and binding as set out in the RFP specifications and make final delivery of the completed Code in accordance with the City's schedule as contained in the RFP, or as amended and agreed to by the City and the Contractor.

Proposers are requested to provide the City with delivery day information and costs to the City for "standard delivery" and "expedited delivery". It is the City's desire to complete this process as soon as possible after award of the Contract.

SECTION TWO

I. The City will provide:

(1) **COPIES OF MATERIAL.** Furnish the Contractor, on disk, for its use in the preparation of the Code: copies of the Charter, if any, and all amendments thereto, and all ordinances of a general and permanent nature passed in final form. If additional copies are needed, Proposer shall include the number of copies required, in the RFP response. In the event of an existing Code, the City will provide a copy to the Contractor together with one copy of each general and permanent ordinance adopted subsequent to the most recent ordinance included in such Code.

II. Payments: The City will pay the Contractor for the work of editing, printing and binding in accordance with the RFP specifications, based on:

(a) **Editorial work in City indexing and publishing three hundred (300) copies of the Code.** Proposer shall provide a firm, fixed detailed cost to the City, and the basis of all charges. There shall be no charge for totally blank pages.

(b) **Heavy duty, 3-ring Binders.** Proposer shall indicate a firm, fixed cost to the City for the initial printing, and the basis of the cost to the City for additional binders as required.

(c) **Divider tabs, each**

(d) **Computer media provided on disk, as contained in the RFP.**

OPTIONAL SERVICES: Proposer shall include all additional related services which may be available and the applicable costs to the City. Such services should include, but may not be limited to:

- a. Code on computer disks, additional copies;
- b. Information retrieval software;
- c. Internet access to Code, including updates;
- d. Electronic supplementation, and entire Code and (ULDR) as updated;
- e. Sample Ordinance service;

III. Freight Charges: If the costs to the City as submitted by the Proposer do not include all shipping costs, Proposers shall clearly define applicable freight charges, and the method of proposed shipment. If freight charges shall be in addition to cost to the City proposed, Contractor shall prepay and add all freight to City invoices as a "pass through" charge only.

IV. Distribution and Storage of Codes and Supplements: The Contractor shall distribute and store the Codes and Supplements as determined between the City and the successful Contractor.

Distribution shall be as follows:

- (a) The Contractor shall prepare and print a sales order form which may be mailed by the City to all potential subscribers of the new Code and Supplement Service.

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(b) The Contractor shall mail copies of the Code and future Supplements to those persons subscribing to the new Code and Supplement Service. The names and addresses of such persons shall be furnished to the Contractor by the City and periodically updated. The Contractor shall bill the City for all charges in accordance with the Contract pricing, plus freight or postage charges, as applicable.

(c) The Contractor shall ship to the City as many copies of the Code and Supplements as requested for use within the City government.

(d) All undistributed copies of the Code and Supplements shall be stored by the Contractor. All risk of loss or damage to the Codes and Supplements while stored shall be the responsibility of the Contractor.

(e) The City will bill subscribers to the Supplement Service on an annual basis.

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SECTION THREE

LOOSELEAF SUPPLEMENT SERVICE:

(1) **SCHEDULE.** After shipment of the new Code as herein provided, the Contractor shall maintain the same up to date by the publication of Looseleaf Supplements containing the new ordinances of a general and permanent nature enacted by the City. The Supplements can be published on a schedule to meet the requirements of the City. There is no additional charge for frequent publication. Contractor shall deliver Supplements not more than thirty (30) working days after City's request.

(2) **ORDINANCES TO BE FURNISHED BY CITY.** It is requested that the ordinances be forwarded to the Contractor promptly following enactment by the City for recording and processing.

(3) **EDITORIAL SCRUTINY.** The new ordinances will be studied by a member of the editorial staff of the Contractor in conjunction with the existing provision of the new code for the purpose of determining if any provisions of the basic Code are repealed, amended or superseded. The page or pages of the Code containing provisions that are specifically repealed or amended by ordinance shall be reprinted or printed to remove such repealed or amended provisions and to insert the new ordinances. Should the Contractor detect conflicts, inconsistencies or duplications in the Code as the new ordinances are enacted, notification will be made to the City Attorney so that immediate remedial action may be taken by the City.

(4) **EDITORIAL NOTES.** Appropriate editorial notes will be prepared and appended to the new sections as deemed necessary by the Contractor

(5) **INDEX AND TABLES.** When the inclusion of new material necessitates changes in the Index, appropriate entries will be prepared and the necessary pages of the Index will be reprinted to include the new entries. The Comparative and State Law Reference Tables will also be kept up to date by listing the ordinances and state law citations, if any, included in each Supplement, together with their disposition in the Code. The Table of Contents will also be kept current to reflect changes in the Code volume.

(6) **INSTRUCTION SHEET.** Each Supplement will contain a page of instructions for removal of the obsolete pages and insertion of the new pages. The latest ordinance included in the published Supplement will be noted in boldface type on the Instruction Sheet.

(7) **COSTS.** The Contractor shall prepare the ordinances editorially and print two hundred (200) copies of each Supplement. Proposer shall indicate the total cost per printed page for the Supplement, as a part of the RFP response. There shall be no charge for totally blank pages.

For the purpose of this Part Three, a page is hereby defined as the area on one (1) side of a sheet of paper. A sheet contains two (2) pages.

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(8) **TABULAR MATTER.** The costs proposed shall be based on a page containing type for ordinary composition. Should the Supplement contain tables, drawings and the like for which special typesetting or other methods of reproduction are required, the costs of such engravings or tabular matter may be additional to the costs as provided by the Proposer. However, there is no additional charge for Index or Comparative and State Law Reference Table pages.

(9) **FREIGHT CHARGES.** The Supplements will be shipped to the City for distribution to holders of the Code within City government. The shipment will be prepaid and invoiced at the time of final billing. The City shall have the exclusive right to sell the Codes and Supplements. The Contractor shall mail Supplements directly to subscribers in accordance with the listing provided by the City and will bill the City for all charges, in accordance with the Contract pricing.

(10) **PAYMENT.** All money due the Contractor for the publication of the Looseleaf Supplements will be due and payable within thirty (30) days after the date the City receives a correct invoice.

(11) **TERMINATION.** The Looseleaf Supplement Service shall be in full force and effect for the initial Contract period, and any extension terms unless cancelled by the City with sixty (60) days' written notice.

(12) **OTHER SERVICES:**

-ANNUAL STATE LAW REPORT. The Contractor may review annually the state law changes and submit a report to the City Attorney of any changes which may affect local government Codes generally. There shall be no charge for this report.

-ANALYZATION OF CODE. At the request of the City, the Contractor will analyze the Code on a chapter-by-chapter basis against the current state law, and submit written recommendations to the City Attorney as to any Code changes deemed necessary or desirable as a result of such analyzation. The cost for these services shall be agreed to in advance between the Contractor and the City, in accordance with the Contract Additional Services terms and conditions.

-SAMPLE PROVISIONS. Sample provisions of specific subjects will be furnished upon request.

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PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

The award of the contract will be based on certain objective and subjective considerations listed below:

EVALUATION CRITERIA	ASSIGNED POINTS
1. Understanding of the overall needs of the City as presented in the narrative technical proposal.	Maximum points available are 30.
2. Experience, qualifications, and past performance of the proposing firm including persons proposed for the project and facilities and resources.	Maximum points available are 40.
3. Estimated cost to the City	Maximum points available are 30.

Total Points Available: 100 points.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. It will be a two step process. In step one the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee will score and rank all responsive proposals and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. The committee may then conduct discussions for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The first ranked proposer resulting from this process will be recommended to the Fort Lauderdale City Commission for award.

Proposers or Finalists may be required to provide an oral presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or samples of work products by proposers as part of the evaluation process.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon it's deliberations and in it's opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

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PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

All proposals must be received in the Purchasing Division, Room 619, 6th floor, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in the SCHEDULE Section of this RFP.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS SHALL SUBMIT AN IDENTIFIED ORIGINAL COPY
PLUS SIX (6) COPIES OF THE PROPOSAL PAGES
INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL
PROPOSAL PAGES ARE AS FOLLOWS:

Proposal Pages - Signature Page

Part I Proposal Pages - Financial Proposal

Part II Proposal Pages - Technical Proposal

Part III Questionnaire

Attachments to your Proposal

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PROPOSAL SIGNATURE PAGE

TO: The City of Fort Lauderdale

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the RFP. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title: _____

Company: (Legal Registered) _____

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____

Signature: _____ Date: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in his proposal:

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of RFP, attachments or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____

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PROPOSAL PAGES PART I FINANCIAL PROPOSAL

ITEM DETAIL COSTS: Proposers please indicate your firm, . fixed costs for the following:

I: Volume 1: City General Code of Ordinances, per RFP specifications:

PRICE PROPOSAL: CALCULATION OF PROJECTED COSTS	ESTIMATED
QUANTITY/DESCRIPTION UNIT COST	EXTENDED TOTAL
(a) 300 copies of Code (Approximately 650 pgs/per copy) @\$ _____ per printed pg.	\$ _____
(b) 300 binders @\$ _____/ea.	\$ _____
(c) 300 sets Separator tabs @\$ _____/ per set	\$ _____

II. Volume 2: Unified Land Development Regulations (ULDR), per RFP specifications:

(a) 300 copies of ULDR (Approximately 400 pgs/per copy) @\$ _____ per printed pg.	\$ _____
(b) 300 binders @\$ _____/ea.	\$ _____
(c) 300 sets Separator tabs @\$ _____/ per set	\$ _____

VOLUME 1 & 2 ESTIMATED TOTAL COST: \$ _____

- (d) Code of Ordinances on diskette: \$ _____
- (e) Customer Order Forms for Code \$ _____/per _____

Other Related Costs: Please detail and indicate individual costs, if applicable): If additional space is required, please attached as an apprndix to your RFP response.

DELIVERY: PROPOSER, please indicate the number of days required for "standard" delivery service: _____/ARO
Proposer, please indicate what your "expedite" delivery service is, and an additional cost to provide this service, if the City should require:

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III. Looseleaf Supplement Service, per RFP specifications:
If additional space is required, please attached as an apprndix to
your RFP response.

- (a) Annual fee for Supplements (if applicable) \$ _____
 - (b) Cost per printed page: \$ _____
 - (c) estimated Shipping charges: \$ _____
 - (d) Storage of Supplements, if applicable: \$ _____
 - (e) Other related costs: Please detail & indicate individual costs:
-
-

IV. Proposer, please indicate firm, fixed costs to the City for the
following:

- 1. Mailing of Codes and Supplements \$ _____
per mailing, plus cost of postage, if applicable;
- 2. Storage of Codes and Supplements \$ _____
per annum;
- 3. Annual mailing of subscribers \$ _____
to Supplement Service/per subscriber.

Other Related Costs: Proposer please detail any and all additional
costs which are not specifically listed above:

V. OTHER AVAILABLE SERVICES: Proposer please provide details and
firm, fixed costs/PER SERVICE for other available services:

- a. Retrieval Software:
- b. Internet Access to City Code:
- c. Electronic Supplementation service:
- d. Sample Ordinance Service:

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V. OTHER AVAILABLE SERVICES: (continued)

e. Annual State Law Review/Report:

f. Other:

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CITY ORDINANCES WITH SUPPLEMENT SERVICES

PROPOSAL PAGES PART II
TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

I. Understanding of the City's needs and your overall approach to those needs.

II. Approach and concept for the RFP Services:

III. How many calendar days from final execution of the contract would you need prior to the initial meeting with the City?

_____ Days

How many calendar days would you estimate that you would need after the initial meeting with the City until you would have your preliminary outline available for City review?

_____ Days

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CITY ORDINANCES WITH SUPPLEMENT SERVICES

PROPOSAL PAGES PART III QUESTIONNAIRE

Prior Experience:

Number of years experience the proposer has had in
providing similar services:

_____ years

List below those persons who will have a management or
senior positions working with the City, if you are awarded
the contract. List name, title or position, and project
duties. A resume or summary of experience and
qualifications must accompany your proposal.

List clients of similar size for whom you have provided
these services in the last three years. Provide agency
name, address, telephone number, contact person, and date
service was provided. If services provided differs from
the one presented in your proposal, please delineate such
differences.

Lawsuits (any) pending or completed involving the
corporation, partnership or individuals with more than ten
percent (10%) interest:

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a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

b. list all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

Attach a Balance Sheet and Statement of Profit and Loss of the proposing firm from the preceding calendar or fiscal year, certified by either an appropriate Corporate Officer, or an independent Certified Public Accountant. If proposing firm is a privately held corporation, providing such records, for City review, at a time and place convenient to the City, will satisfy this requirement. If the proposing firm is a newly formed corporate entity, the City may require a personal guarantee of performance by principals or stockholders.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: Please indicate on the face of your sealed proposal package the following:

RFP NO. 572-7659

OPENS 1/27/97
2:00 PM

RecodifRFP#2



CITY OF
FORT LAUDERDALE

Venice of America

CITY OF FORT LAUDERDALE - PURCHASING DIVISION
RFP NO. 572-7659, OPENS: 1/27/97, 2:00 P.M.

January 15, 1997

ADDENDUM NO 01:

The following information is provided to all vendors who were mailed a copy of this RFP, and is the result of a Pre-Proposal Conference held Monday, January 13, 1997, at 10:00 a.m., at City Hall, 7th Floor, City Manager's Conference Room.

QUESTION 1. Section 1., paragraph 1.B): Inclusion of all history notes which were omitted from the 1990 recodification. How will the Contractor gain access to these history notes, and in what form will they be provided?

RESPONSE: The City Clerk's office has a copy of the code prior to 1990 which contains the history notes. We will provide the Contractor with a copy so they may incorporate the information into the republication. The prior Code (1957) is in bookform, not on a disk. The 1990 code contains a Comparative Table cross-reference which refers back to the 1957 code.

QUESTION 2. What is contained in Chapter 47 of the code and how many tabs will be needed for it?

RESPONSE: Chapter 47 of the 1990 code contains the zoning regulation. The City has rewritten this Chapter as Volume 2 of the City code to be published. This is termed the "unified land development regulations".

It is estimated that 36-40 tabs will be required.

QUESTION 3. Is any of the current code available on computer disk, and if so, what percentage?

RESPONSE: The entire 1990 code and the newly rewritten Volume 2 (formerly Chapter 47) is available on computer disk, and will be provided to the Contractor.

QUESTION 4. Part I & Part IV: Please explain if 1. (Mailing of codes & supplements per mailing, plus cost of postage) means the handling charge to mail codes and supplements to the City, and if 2. (Annual mailing of subscribers to Supplement Service/per subscriber) means the handling charge to mail supplements to subscribers.



RESPONSE: The mailing of codes and supplements per mailing and annual mailing of subscribers to Supplement Service/per subscriber refers to the handling charge and cost of postage, only.

QUESTION 5. Part IV, pg. 14, 11) Terminology Changes: Does the Code need to be edited for terminology changes?

RESPONSE: The City will provide the Contractor with a list of current department names and other terms changes, if applicable. The Contractor shall be responsible for contacting the City, either by teleconference or correspondence, prior to beginning work to determine any needed updates for the "Terminology Change Chart" in the Code. At this time, the City is not requesting the Contractor to perform a search and replace of terminology changes. Future supplements to the Code will contain the changes, and information provided to the Contractor for "Terminology Change Chart" references.

QUESTION 6. Is the "Unified Land Development Code" or its source ordinances available on diskette?

RESPONSE: Yes, as specified in the RFP document.

QUESTION 7. Do the tables as discussed in Section VI, TABLES, pg. 15 exist and merely need to be updated, or do they need to be created from scratch.

RESPONSE: The tables exist in Volume 1 of the 1990 code and will require update. The new Volume 2 has a Table of Contents. The Contractor will be responsible for creating a Comparative Table for Volume 2. The City will review the Statutory Reference Table and provide any references for Volume 2 (ULDR) publication, if needed, and provide the Contractor with information required for the Comparative Table. The Contractor will be responsible for updating, correcting, renumbering all Table information, indexes, etc. as needed.

QUESTION 8. Regarding the City request for reinforced paper, will the City consider a heavier stock paper as opposed to a reinforced paper? Can the proposer offer this as an option?

RESPONSE: Proposer may offer a heavier weight paper as an OPTION to the specified reinforced paper, along with an optional cost proposal. Proposers shall include samples and specifications on the paper proposed. The City will consider options proposed in its Evaluation process.

QUESTION 9. Regarding the new Volume 2, "Unified Land Development Regulations", will there be a carry forward requirement of history notes from the old code to the new publication?

RESPONSE: Yes. There are no history notes in the new Volume 2 (ULDR). The City will prepare a hand or typewritten list reference notes of chapter/sections from the old Chapter 47 to the new Volume 2, most probably on a hard copy of Volume 2. The Contractor will be responsible to reference these chapter/sections and to pick-up all history notes from the old code and include them in the newly published Volume 2. The Contractor shall prepare Comparative Tables for the new publication and include this information.

QUESTION 10. A) The current City code contains 2,032 pages, including Chapter 47 zoning regulation, in a 6 1/2"x9" format. The conversion to an 8 1/2"x11" format single column is estimated to be approximately 1400 pages, depending on the Proposer's format. The Proposal Summary page 24 currently shows only 1,050 pages. Should the Proposer change this quantity to the number of pages proposed using their format conversion?

RESPONSE: Yes. Attached to this Addendum is a Revised Proposal Summary page 24/24a for pricing. Proposers should correct the number of pages to suit their ~~Old~~ conversion format for a Firm, Fixed Total Cost Not To Exceed for Volume 1 & 2, in accordance with the RFP specifications.

B) Will the City consider a double column option? Volume 2 represents approximately 400+ pages of the 8 1/2"x11" format, and it is estimated that Volume 1 will be closer to 950+ pages in 8 1/2"x11" format.

RESPONSE: The City wants a single column print and will not consider double column print proposals. The number of pages shown in the Proposal Summary Pages and the per page rate requested was based on the City's estimated of the conversion from old to new format. There is a probability that different publisher/Codifier's format may result in many more pages than our estimate. This makes it difficult to determine the Total Cost To The City, without a TOTAL COST NOT TO EXCEED, based on the proposer's conversion and proposed format with a TOTAL COST NOT TO EXCEED. Proposers are requested to submit their proposed conversion based on the existing number of pages on the City's 1990 code, i.e. 2,032 pages, 6 1/2"x9" format converted to 8 1/2"x11", based on a price/per page, single column format, with a FIRM, FIXED TOTAL COST TO THE CITY NOT TO EXCEED. The City will accept double column Index printing.

C) How much of Chapter 47 has been changed and will the Contractor need to review numbering references?

RESPONSE: We are unable to provide the exact number of pages in Chapter 47 which have been changed. Much of this section has been reorganized in Volume 2, with changes.

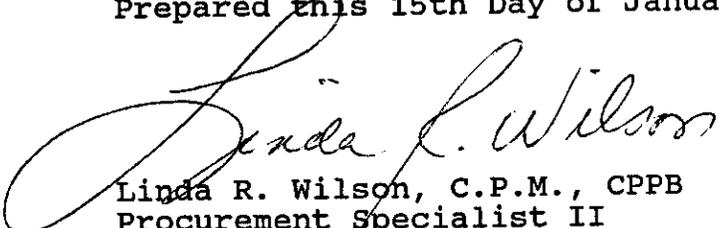
The Contractor will be responsible for review of the numbering references, and to make recommendations to the City for change.

QUESTION 11. Section Three, Page 19, (7): Supplement Service, Costs: Text shows Contractor shall prepare "two hundred" copies of each supplement, versus Proposal Summary Page 24 quantity of 300 sets. Which is correct?

RESPONSE: 300 sets is the correct number, as shown on the Proposal Summary Sheet, page 24. Please note this correction to the specifications on page 19.

All other terms, conditions, specifications and the Opening Date remain the same.

Prepared this 15th Day of January, 1997,



Linda R. Wilson, C.P.M., CPPB
Procurement Specialist II

Att. Revised Proposal Summary Page 24/24a

Add01-7659

ADDENDUM NO. 1, RFP #572-7659, REPLACEMENT PAGE 24, PROPOSAL SUMMARY

DELIVERY: PROPOSER, please indicate the number of days required for "standard" delivery service: _____/ARO
Proposer, please indicate what your "expedite" delivery service is, and an additional cost to provide this service, if the City should require:

COMMENTS: Proposer please enter here any comments, additional information of suggestions you may have for consideration in the City's Evaluation Process. If additional space is needed, please include it as an "Appendix" to your proposal. DO NOT INCLUDE VARIANCES IN THIS SPACE. Please use the Variance section of the RFP, Proposal Summary Page 23.

Add. 01: Replacement pages 24/24a