
City of Dunwoody
RFP 09-741

Request for Proposal
For
Ordinance Codification Services

Issued On: May 6, 2009

Responses Due: May 26, 2009

Introduction

The City of Dunwoody is currently seeking proposals for Codification Services for its Dunwoody Ordinances,

INSTRUCTIONS FOR SUBMITTING PROPOSALS:

1. Responses are **due by 2:00 pm on Tuesday, May 26, 2009** and must be sealed and delivered to:

**City of Dunwoody Purchasing Department
41 Perimeter Center East Suite 250
Dunwoody, Georgia 30346**

2. Inquiries requesting clarification regarding the Request for Proposal or its contents must be made in writing to the Purchasing Manager, Tyra Little, via e-mail at tyra.little.dunwoodyga.us , and must be received prior to the end of the business day on May 15, 2009. Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only clarification of instructions or specifications, it will be handled in an e-mail reply. If any questions result in changes or additions to the RFP, the changes or additions will be forwarded as quickly as possible, by addendum. Respondents should not contact the Mayor, members of Council, staff or any City employee other than the Purchasing Manager regarding this RFP.
3. Respondents shall designate a single contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent's behalf. A document shall be provided showing those individuals within a firm with the legal authority to sign contractual commitments. Respondent shall also provide a detailed resume or summary of each team member's relative experience working on similar type of projects.
4. Proposals must address the following concerns as they relate to the project:
 - a. Experience over the past 5 years with similar codification projects
 - b. Summary of respondent's capabilities
 - c. References from other municipal clients, with contact information.
 - d. Qualifications of key personnel
 - e. Respondent's strategy for this codification project
 - f. Expected timeframe to perform this project
 - g. Samples of Respondent's work
 - h. Proposed pricing structure based on responsibilities and requirements herein.

Background Information

The City of Dunwoody became a city December 1, 2008, and is in need of a contractor to codify and index our ordinances, and to deliver them in a file format suitable for searching, printing and for posting on the City's website. The City will need documents delivered in any of the following file formats: MS Word, Adobe pdf, or HTML. This will be the first codification for the City of Dunwoody. This codification project is intended to incorporate all changes made since December 2008, and to facilitate future updates.

Scope of Services

Specific services and expectations of the Codification Services contractor will include, but not be limited to, the following:

1. Conversion of existing Ordinance files to MS Word, Adobe PDF, and HTML.
2. Codification of the City's Ordinances and incorporating updates.
3. Indexing to support search capability.
4. Preparation of a Table of Contents is required.
5. Preparation and inclusion of Supplements, as required by Statute, into the text of the existing ordinances if contract is renewed for subsequent years.
6. Delivery of finished work in a format conducive to searching, printing, and posting on the City's website.
7. The codifier will, under the supervision of the Municipality's attorney codify the ordinances of a general and permanent nature passed in final form by the Municipality as of the date of this agreement. However, the Municipality will forward ordinances subsequently passed for inclusion in the new Code until notice is received that the legal research has been initiated.
8. The Municipality will furnish the codifier for its use in preparing the Code , all ordinances of a general and permanent nature passed in final form, and , if governed by a Charter, copies of the Charter and all amendments thereto. We request the ordinances and Charter be furnished electronically (diskettes, e-mail, CD-ROM, etc). though they may be furnished in printed form.

9. The Codifier will assign an attorney to work with the Municipality's attorney. Before the conference with the Municipality's attorney, the codifier's attorney will:
 - A.** Research every ordinance to be included in the Code against state law. This process will discover inconsistencies and conflicts with, and preemptions by, the state law.
 - B.** Append state law references at the end of appropriate sections.
 - C.** Research every ordinance to be included in the Code against the Municipality's Charter. Conflicts and inconsistencies with, and preemptions by, the Charter will be brought to the attention of the Municipality's attorney. Additionally, the Charter itself will be analyzed against state law and appropriate explanatory notes prepared.
 - D.** Research the ordinances against each other. Inconsistencies or conflicts between existing laws and obsolete provisions will be discovered through this research.
10. The codifier's attorney who performed the legal research will travel to the Municipality for a conference with the Municipality's attorney and other interested officials. The following will occur at the conference:
 - A.** Issues discussed will include all inconsistencies and conflicts discovered during research, as well as obsolete provisions.
 - B.** Recommendations will be made regarding solutions to the issues discussed.
 - C.** The codifier will implement all approved revisions. The Municipality's attorney has ultimate decision making authority for solutions and implementation.
 - D.** Recommendation will be made regarding new legislation on specific subjects where there is an obvious need. To facilitate this, the Municipality should request recommendations on subjects of specific concern.
 - E.** Organization can be reviewed with the Municipality providing comments, criticism or suggestions.
11. Following the conference, the codifier's attorney will draft and submit a memorandum outlining the substantive changes, solutions and implementation agreed upon. This memorandum will be used for review of the proofs by the Municipality. In addition, the codifier's attorney will provide the proofs in a redlined format in MS-Word or pdf showing all changes suggested and the intent of the changes.

12. The codifier will prepare the manuscript to include:
 - A.** Concise, modern and proper phraseology, without conflicts, ambiguities and repetitious provisions.
 - B.** Each title or chapter of the new Code shall embrace all ordinances of the same subject matter. Within the chapter itself, the ordinances shall be arranged in an orderly and logical fashion to include articles and divisions as necessary. Titles, chapters and sections will be reserved for future expansion. Title arrangement is also available and will be discussed at the conference. Upon request, the codifier will provide samples for organization of the material that best fits the Municipality.
 - C.** The Codifier will provide a consistent indentation and numbering scheme for the Code that will provide the user additional ways to scan and use the text.
 - D.** The table will list the titles or chapters of the Code, and other applicable major divisions, giving the page number upon which each begins.
 - C.** Each title will list all chapters: each chapter will be preceded by a detailed analysis listing the sections.
 - E.** Each section will be preceded by a catchline, which shall reflect the content of the section.
 - F.** A history note will be prepared for each section of the new Code. The note will indicate the source from which the section is derived.
 - G.** Charter references will be prepared to tie together related sections of the Charter and new Code.
 - H.** The 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.
 - I.** The table will list by state law citation all sections carrying a reference.
13. Upon completion of all editorial work, the codifier will notify the Municipality in writing that the Code manuscript is ready for typesetting and printing. No additional ordinances will be included in the Code manuscript subsequent to such notice.
14. After typesetting has been completed, the codifier will submit one set of proofs to the Municipality for review. The codifier will be responsible for proofreading and typographical correctness. The Municipality may make word changes on the proofs without charge. The Municipality will return the proofs, with the changes indicated thereon within forty-five (45) days from the date of their receipt.
15. A comprehensive general index for the Code will be prepared. All sections are to be indexed under major subjects with appropriate section citations. Columnar citations are to be used to enhance ease of reference.

16. When the proofs are returned by the Municipality, the codifier will proceed with printing and binding the Code in accordance with the following:
 - A. The desired number of copies will be printed on 50lb white offset paper.
 - B. Codifier to submit samples of optional formats and font sizes of each.
 - C. The codifier will bind copies of the completed Code in expandable post binders with slide lock fasteners. Covers will be imitation leather with gold lettering. Codifier to advise as to available colors and other binder choices. Any unbound copies of the Code will be punched and wrapped separately for storage and eventual binding. Additional binders can be ordered at any time by the Municipality at the then current prices.
 - D. The codifier will furnish chapter tabs for all bound copies of the Code. The tabs will reflect the organization of the Code.
 - E. Additional copies of specific chapters may be ordered for binding in paper covers for separate sale or distribution by the Municipality.
17. The Municipality may require the codifier to furnish the code on disks, cd-rom, or via download from the internet for use by the Municipality on personal computers. The data should be formatted for Windows 2007 or higher with data in ASCII, or Word or PDF.
18. The codifier should submit specifications for special information retrieval software which is available from the codifier.
19. The codifier should provide information for placing the Code of Ordinances on the internet. Cost should be provided for posting on codifier's website, including updates, or on the Municipality's home page.
20. When the Code is delivered, the codifier's attorney will furnish the Municipality with a suggested adopting ordinance.
21. The codifier shall submit options for distribution and storage of the Codes and Supplements.
22. The Municipality shall forward to the codifier the ordinances to be used in the supplement service. The Municipality shall have the option to furnish the ordinances in hard copy, on diskettes or via e-mail.
23. After shipment of the new Code the codifier shall keep the Code up to date to reflect the new ordinances of a general and permanent nature enacted by the governing body. The code will be updated on a schedule to meet the requirements of the Municipality.
24. If the Municipality has chosen to receive the Code in electronic media, the electronic media will be updated as requested by the Municipality. Upon completion of each update, the codifier will furnish the entire Code as updated.

25. Options for posting ordinances on the codifier's website between supplements should be provided.
26. A member of the codifier's editorial staff will review the new ordinances in conjunction with the existing provisions of the new Code. Pages containing provisions that are repealed or amended shall be updated to insert the new ordinances.
27. Appropriate editorial notes will be prepared and appended to the new sections as deemed necessary by the codifier.
28. The codifier will update the index and all tables to reflect the new ordinances.
29. The codifier will furnish with each supplement a page of instructions for removal of the obsolete pages and insertion of the new pages.
30. The codifier will furnish a checklist of up to date with each supplement.
31. The codifier will furnish supplements for reprint pamphlets at the same time the Code volume is supplemented.
32. Sample provisions of specific subjects will be furnished upon request. A sample ordinance index will be furnished for use in requesting the desired sample provisions.
33. Supplements will be shipped to the Municipality for distribution to the holders of the Codes or shipped in accordance with part one.
34. The supplement service provided shall be in full force and effect for a period of five (5) years from the date of shipment of the completed Code to the Municipality. Thereafter, the supplement service shall be automatically renewed from year to year, provided that either party may alter or cancel the terms upon sixty (60) days written notice.

Cost Proposal:

Proposed pricing shall be submitted in a sealed envelope. The envelope must read the following:

Ordinance Codification Services

RFP 09-741 Due Date May 26, 2009 @ 2:00 P.M.

Evaluation of Proposals

Evaluation of Respondents will be based on:	Max. Points Possible
a. Experience & capabilities	25
b. References from similar clients	10
c. Qualifications of key personnel	15
d. Plan for project	25
e. Proposed pricing	25
TOTAL POSSIBLE POINTS	100

Special Terms & Conditions

1. All material submitted as part of the response to this Request for Proposal shall be considered the property of the City of Dunwoody. All documents submitted in response to this Request for Proposal are subject to the provisions of the Open Records Act of the State of Georgia (GORA). If any portion of the materials contains “trade secrets” as defined by Georgia law, the same must be explicity indicated in the response in order for such materials to be excluded from GORA.
2. Respondents will not be compensated for any expenses incurred in the process of responding to the RFP or, if requested, in submitting further information or appearing for an interview.
3. No person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
4. All proposing entities shall comply with the Americans with Disabilities Act (ADA) and all proposals and a subsequent contract, if any, shall include the following statement:

“The Respondent shall take the necessary actions to ensure its facilities are in compliance with the requirements of the Americans with Disabilities Act. It is understood that the program of the Respondent is not a program or activity of the City of Dunwoody. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no

circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.”

5. City has the right to modify the proposal and final determination of services required as needed.
6. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.

City of Dunwoody General Contract Terms

It is anticipated that the City of Dunwoody will enter into a contract with the selected contractor for an initial term ending one (1) year from the date of its execution by the City, with three (3) one-year renewals available at the option of the City. All contracts entered into by the City of Dunwoody shall include, but not be limited to, the following general terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City’s needs and to City’s annual appropriation of sufficient funds in City’s fiscal year (January 1st to December 31st June 30th) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
2. **No Indemnification or Arbitration by City.** Contractor understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Georgia law, City shall not indemnify nor hold Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys’ fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.

5. **Liens.** No lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor understands and acknowledges that City is subject to the Georgia Open Records Act and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
7. **Compliance with Laws.** Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor is responsible for any costs of such compliance. Contractor shall be responsible for complying with all applicable federal, state and local laws, including but not limited to U.S. immigration laws.
8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
9. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in DeKalb County, Georgia and each party waives any objection to such venue.
10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
11. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide

the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Dunwoody.

Company Name: _____

Date: _____

By: _____

Name Printed: _____

Title: _____