

**CITY OF PEORIA
C O N T R A C T**

11-15

This agreement, made and entered into this 15th day of January A.D., 2016 by and between the City of Peoria, a municipal corporation, party of the first part, and Municipal Code Corporation, PO 2235, Tallahassee, FL 32316, his/their executors, administrators, successors or assigns, party of the second part.

WITNESSETH: That for and in consideration of the payments and agreements mentioned in the proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the bond referring to these presents, the party of the second part agrees with said party of the first part, at his/their own proper costs and expense to furnish and deliver all the work, materials and supplies in accordance with the specifications contained in said proposal, and in full compliance with all of the terms of this agreement.

IT IS UNDERSTOOD AND AGREED that the instructions to bidders, proposal, and bid and specifications are component parts of this contract and shall be deemed a part hereof. It is also understood and agreed that the contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, unless the previous written consent of the City Manager of the City of Peoria shall first be obtained thereto.

IN WITNESS WHEREOF, the said parties have executed these presents on the date above mentioned.

THE CITY OF PEORIA

Municipal Code Corporation will provide Code Analysis and Printing for the City of Peoria per the attached bid specifications, Municipal Code Contract terms (removing the automatic renewal) and pricing beginning January 15, 2016 and ending January 14, 2019.

By _____
City Manager

PARTY OF THE SECOND PART
Municipal Code Corporation
(Name of individual, firm, or corporation)

By _____
(Member of firm or officer of corporation)

APPROVED FINANCE DEPARTMENT

By _____
(Name of Individual)

APPROVED LEGAL DEPARTMENT

By _____
(Name of Individual)

APPROVED USING DEPARTMENT

By _____
(Department Head)



Municipal Code Corporation • P.O. Box 2235 Tallahassee, FL 32316
info@municode.com • 800.262.2633
fax 850.564.7492 • www.municode.com

December 3, 2015

THIS CONTRACT, between the **CITY OF PEORIA, ILLINOIS** (City), a municipal corporation, and **MUNICIPAL CODE CORPORATION** (Contractor), a Florida corporation, whose address is PO Box 2235, Tallahassee, FL 32316.

1. RECITALS:

1.1 The City desires to use the services of the Contractor for the purpose of providing Codification, Supplementation, printing and online hosting of the Peoria City Code, Zoning Ordinance and Land Development Code.

1.2 The Contractor has agreed to provide the services outlined in Exhibit A and B, upon the terms and conditions set forth in this Contract. Contractor will perform no service under this Contract until direction from an authorized City employee is issued and received by Contractor.

2. TIME OF COMMENCEMENT AND SUBSTANTIVE COMPLETION: The services to be provided under this Contract shall commence on the Contract Execution date, and shall continue for a period of three (3) years, thereafter, the Supplement Service shall be automatically renewed from year to year provided that each party may cancel or change this agreement with sixty (60) days written notice.

3. PRICE: The City will pay the Contractor for the performance of this Contract at the prices specified in the Contractor's proposal. Pricing shall be valid throughout the term of the contract.

4. FINANCIAL OBLIGATIONS OF CITY: This Contract does not create a multiple fiscal year direct or indirect debt or other financial obligation. Each request for service shall incur a concurrent debt for that request only. All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations.

5. CONTRACT DEFINED: This Contract incorporates, herein by reference, the terms and conditions of the following documents. If there is a conflict among the documents, their terms and conditions shall prevail in the following order:

5.1 Contractor's Proposal, Exhibit A

5.2 Contractor's updated pricing quotation sheet, Exhibit B

5.3 Request for Proposal, City of Peoria #11-15, Exhibit C

5.4 Certificate of Insurance & Workers' Compensation

6. SERVICE OF NOTICES: All required notices shall be deemed to have been validly given if delivered in person or by first class mail to the City at the following address:

CITY OF PEORIA
City of Peoria Purchasing Manager
419 Fulton, Room 108
Peoria, IL 61602

7. COMPLIANCE WITH THE LAW: This Contract shall be governed and construed in accordance with the laws of the State of Illinois. The Contractor will perform all obligations under this Contract in strict compliance with all federal, state, and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, especially sections of the Occupational Safety and Health Administration (OSHA) regulations, latest revised addition, which provide for job safety and health protection for workers, applicable to the performance of the Contractor under this Contract. The City assumes no duty to insure that the Contractor follows the safety regulations issued by OSHA.

8. INSURANCE: The Contractor shall not begin any work until the Contractor proves to the City's Purchasing and Contracts Division that it has obtained, at Contractor's own expense, all required insurance as specified below. Liability insurance must be of the occurrence form. Deviations from the requirements listed below must be submitted to and approved by the City.

8.1 COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY insurance must cover bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.

8.2 WORKERS' COMPENSATION coverage must be provided, as statutorily required for persons performing work under this Contract. Contractor must provide City with proof of Employer's Liability coverage with limits of at least \$500,000. Contractor shall require any subcontractor hired by the Contractor to carry Workers' Compensation and Employer's Liability coverage.

8.3 CERTIFICATE OF INSURANCE: As evidence of the insurance coverage as required by this Contract, the Contractor and their subcontractors, shall furnish a certificate of insurance to:

CITY OF PEORIA
City of Peoria Purchasing Manager
419 Fulton, Room 108
Peoria, IL 61602

8.4 CONTINUATION OF COVERAGE: The Contractor shall not cancel, materially change or fail to renew insurance coverage. The Contractor shall notify the Purchasing Manager of any material reduction or exhaustion of aggregate limits. Any insurance bearing on adequacy of performance (warranty or guarantee) shall continue after completion of the contract for the full guaranteed period. If any policy lapses or is canceled before final payment by the City to the Contractor and if the Contractor fails immediately to procure other insurance as specified, the City may deem such failure to be a breach of this Contract.

8.5 RESPONSIBILITY FOR PAYMENT OF DAMAGES: Nothing contained in these insurance requirements shall limit the Contractor's responsibility for damages resulting from Contractor's operations under this contract.

9. INDEMNITY: The Contractor hereby releases and agrees to indemnify, defend and save harmless the City and its agents from and against all claims, actions, causes of action, demands, judgments, costs, expenses and all damages of every kind and nature, excepting a claim arising from interpretation of language or images contained in the Code, as published in print or electronically, incurred by and on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this Contract and their employees, and arising out of or connected with, in any manner, directly or indirectly, the Contractor's operations.

10. STATUS OF CONTRACTOR: The Contractor shall perform all work under this Contract as an independent contractor and not as an agent or employee of the City. The Contractor will not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. The Contractor shall supply all personnel, buildings, equipment and materials at Contractor's sole expense. **The Contractor is not entitled to Workers' Compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract.** This Contract is not exclusive; the Contractor may contract with other parties.

11. TERMINATION: Either party may terminate this Contract by giving the other party sixty (60) days written notice of such termination. The Contractor will then be paid for satisfactory work up to the date of termination.

12. TRANSFERENCE AND AMENDMENTS: The Contractor may not transfer this Contract to a third party, nor in any way amend this Contract without prior written consent of the City.

13. VERIFICATION REGARDING ILLEGAL ALIENS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration.

14. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

EXECUTED this ____ day of _____, 20__.
(Do not date until signed by both parties)

CONTRACTOR: MUNICIPAL CODE CORPORATION

By: _____

Title: _____

By: _____

Title: _____

CITY: CITY OF PEORIA, ILLINOIS

By: _____

Title: _____

By: _____

Title: _____

EXHIBIT B
December 3, 2015
Updated Pricing Quotation Sheet

Conversion of the Code of Ordinances

- ☞ Given that we are your current codifier, no conversion into our database is necessary, no transition time is required and no interruption in service will take place.

Supplement Service Base Page Rate¹

Page Format	Base Page Rate
Double Column	\$18 per page
Single Column Appendix C – LDC	\$18 per page

Base page rate above includes:

- ☞ Acknowledgement of material
- ☞ Data conversion, as necessary
- ☞ Editorial work
- ☞ Proofreading
- ☞ Updating the index
- ☞ Schedule as selected by you²
- ☞ Updating electronic versions³ and online code
- ☞ Printing 1 - 25 copies (currently 23 copies are requested)

Base page rate above excludes:

- ☞ **Blank supplement pages** **No Charge**
- ☞ Freight, pre-billed Actual freight
- ☞ State sales tax If applicable
- ☞ Graphics⁴ & tabular⁵ matter, per page \$10
- ☞ Color printing No Charge
- ☞ Code on Internet (*Rate Reduced*) Selections on quotation sheet

Electronic media options for Code of Ordinances (Sent via download)⁶

- Folio Bound Views \$100 per update
- WORD (DOCX) \$75 per update
- Adobe PDF of the code \$75 per update
- Adobe PDF of each supplement \$75 per update

Additional copy orders

- ☞ Complete set of code pages, printed with tabs \$66
- ☞ Complete set of code pages, printed with tabs and a 3 ring binder \$78
- ☞ Freight Actual freight

Payment for Supplements and Additional Services: Invoices will be submitted upon shipment of project(s).

¹ All prices quoted in this section may be increased annually in accordance with the Producer Price Index – Bureau of Labor Statistics.
² Schedule for supplements can be weekly, bi-weekly, monthly, bi-monthly, quarterly, tri-annual, semi-annual, annual or upon authorization. Electronic updates can occur more frequently than printed supplements.
³ We do not charge a per page rate for updating the internet; however a handling fee is charged for PDF, Word, Folio or additional electronic media items.
⁴ Includes printing all copies. Graphics, images and tables are invoiced per page - not per graphic. Thus, if five graphics fall on one page, the City will only be invoiced the \$10 once.
⁵ Tabular matter is defined as tables, algebraic formulas, or other materials that require special programs or extra editorial time to modify and prepare for inclusion in an update.
⁶ "delivery" is defined as making updated electronic data available to you via download or FTP. Fee applies whenever content is delivered as HTML, PDF, Folio or Word, via one of the afore-mentioned mediums.

Response to Request from Municipal Code Corporation Page 4

Online Services Quotation Sheet

Currently, you are invoiced \$650 each March. This bill includes hosting, CodeBank and CodeBank Compare. Pricing will be adjusted accordingly depending upon the option selected by the City. Please note that all options listed below will reflect a reduced rate for online service. We recommend enrolling in Option 3, as you will continue to receive the current services in which you are enrolled and you will gain the OrdBank/OrdLink feature for \$50 less!

- | | |
|--|-----------------------|
| <input type="checkbox"/> Code Online Option 1 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO | \$250 annually |
| <input type="checkbox"/> Code Online Option 2 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify | \$500 annually |
| <input type="checkbox"/> Code Online Option 3 <ul style="list-style-type: none"> • Annual hosting • Custom Banner • MuniPRO • CodeBank • CodeBank Compare + eNotify • OrdBank + OrdLink | \$600 annually |

A la carte pricing:

Online services can be purchased a la carte at the following rates and added to the selected option above.

- | | |
|---|--------------|
| <input type="checkbox"/> CodeBank (annually) | \$150 |
| <input type="checkbox"/> MuniPRO (annually) | \$295 |
| <input type="checkbox"/> Custom banner (onetime fee) | \$250 |
| <input type="checkbox"/> CodeBank Compare⁷ + eNotify (annually) | \$250 |

ORDINANCES PENDING CODIFICATION
(Only select one option if selecting services a la carte)

Option 1) OrdBank

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$35 |
| <input type="checkbox"/> Flat annual fee | \$600 |

Option 2) OrdBank + OrdLink

- | | |
|--|--------------|
| <input type="checkbox"/> Per ordinance fee | \$60 |
| <input type="checkbox"/> Flat annual fee | \$700 |

Archival OrdBank for legislation prior to the start of the OrdBank service.

- | | |
|---|------------------|
| <input type="checkbox"/> Archival of ordinances, per document | \$25 each |
|---|------------------|

We have ordinances on hand from 16813-17268 however we are able to link to all legislation listed on the Code Comparative Table if provided to us by the City. The City can add historical legislation to the OrdBank anytime in order to spread the costs over the years.

Online Services Quotation Sheet Continued

MuniDocs⁸ fees

- No initial set up fee as the City Code is currently posted online with Municode
- Annual pricing can be adjusted based on the average number of documents per year.

Updating the online MuniDocs annually (2016 – forward; invoiced annually) \$750

Fee includes up to 100 documents annually; additional documents to be invoiced at \$7.50 per document added.
Additional documents invoiced annually.

Historical MuniDocs⁹ Quotation on request

Add documents prior to 2016 to MuniDocs. Pricing based on the number of documents.

Specification of Documents to Post. Please provide the document classification of the material to be added into the MuniDocs. This will be the classification utilized online for public access. Example: City Council Minutes, Commission Minutes, Agendas, Resolutions, etc. Please write in the specific documents.

- Minutes _____
- Council Minutes _____
- Committee Minutes _____
- Agendas _____
- Resolutions _____
- Budgets _____
- Other _____
- Other _____
- Other _____

⁸ Documents must be provided in a WORD or PDF electronic format and each file must be named individually in a consistent format (Such as Date and name: Council Minutes October 10, 2015 or Budget 10/10/2015).

⁹ The City will be responsible for sending any data in a WORD or PDF electronic format for posting. Scanning of hard copy material is not included and will be assessed an additional agreed upon fee by both parties.

Historical CodeBank

CodeBank creates a permanent, online collection of all past versions of your code. CodeBank enables your online users to easily access previous versions of your code. The historic version of your code is fully searchable and printable, making the task of researching past versions of your code more efficient. For your convenience, when a previous version of your code is selected, users are alerted that they are looking at an older version of your code.

Supplement Nos. 70 thru 82 are currently included in the CodeBank archives and all supplements moving forward will be added, as the City is currently enrolled in this service. If the City is interested in adding previous versions of the code (supplements) to CodeBank, the options we have available are listed below. Please notate what supplements you would like to add.

To add supplements prior to supplement No. 70, our support team will have to rebuild each database. We are only able to potentially go as far back as July, 2003 or Supplement No. 40. The cost is \$500 per supplement as there is significant IT time involved. As our support team reviews each layer of code we could come across some coding that will not translate into HTML to be posted online. If this occurs we will let you know and unfortunately those supplements would not be available to be posted. The City would not be charged if this occurs.

Any prior code versions to Supplement No. 40 can be added to CodeBank as a searchable PDF. The City would need to provide Municode with these code versions in an electronic format such as a PDF or WORD version. The cost to post each version as a searchable PDF is still \$500 per version.

Supplement No.	Date of Supplement	Cost
69	1/31/2012	\$500
68	10/21/2011	\$500
67	9/22/2011	\$500
66	4/26/2011	\$500
65	1/20/2011	\$500
64	10/19/2010	\$500
63	7/19/2010	\$500
62	4/9/2010	\$500
61	1/13/2010	\$500
60	10/26/2009	\$500
59	7/21/2009	\$500
58	4/23/2009	\$500
57	1/31/2009	\$500
56	11/26/2008	\$500
55	8/21/2008	\$500
54	4/25/2008	\$500
53	12/26/2007	\$500
52	8/29/2007	\$500
51	5/15/2007	\$500
50	1/8/2007	\$500
49	10/12/2006	\$500
48	4/14/2006	\$500
47	12/26/2005	\$500
46	8/31/2005	\$500
45	5/17/2005	\$500
44	1/20/2005	\$500
43	9/16/2004	\$500
42	5/4/2004	\$500
41	1/20/2004	\$500
40	8/26/2003	\$500
Total		\$15,000

Archive all Supplements listed above

Archive only these Supplements: _____

To save on costs we recommend only adding one code version per year to the CodeBank service. The recommended code versions have been highlighted for your reference (9 total at \$500 = \$4,500).

Distribution Services

Municode provides the following distribution services for the City and will continue to do so unless otherwise elected.

Option A. City Retains Revenue of all Reprints (current model)

The City receives all funds from the sale of all reprint subscriptions. These funds are credited to the City's account. Municode handles the sale and distribution within the City and to the public. The City pays for postage, handling and for the creation and printing of each reprint.

- Ⓒ Reprints¹⁰ creation and printing costs.
 - Zoning Reprint, 9 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression
 - Subdivision Reprint, 2 copies, billed per following rates:
 - ❖ 2 pages for instruction sheet at \$18 per page
 - ❖ Reprinted pages at \$0.05 per impression

Option B. Municode as a Total Code Administrator of Reprints.

Under this option, Municode provides the sale of new copies of the City's Code, Zoning and Subdivision Reprint. Municode handles the sale and distribution within the City and to the public and retains all revenue for these subscriptions. Under this option the City would only be invoiced if any City departments elect to receive a copy of a reprint pamphlets at the agreed upon subscription price.

List of Current Subscribers as of December 2015

If you elect to keep the reprint here is a list of the current subscribers:

Code of Ordinances:

- 23 copies to City of Peoria (Beth Ball)
- 1 copy to Kenyon & Associates (Amelia Ulrich)
- 1 copy to OSF Healthcare System (David Volz)
- 1 copy to Peoria Public Library Technical Services (Acquisitions Clerk)

Zoning Reprint:

- 9 copies to City of Peoria (Beth Ball)
- 1 copy to Architectural Design Group (Tom Wilson)
- 1 copy to Consolidated Land Surveying, Inc.
- 1 copy to Wald/Land Corp. (Michael Landwirth)
- 1 copy to Peoria Area Association of Realtors

Subdivision Reprint:

- 2 copies to City of Peoria (Beth Ball)
- 1 copy to Peoria Area Association of Realtors
- 1 copy to Wald/Land Corp (Michael Landwirth)

¹⁰We recommend the possibility of cancelling the reprints, which would be additional savings to the City.
Response to Request from Municipal Code Corporation



9410 Roosevelt Way NE
Seattle, WA 98115-2844
206.527.6831 | 800.551.2633
cpc@codepublishing.com
www.codebook.com

September 28, 2015

Chris Switzer
City of Peoria Purchasing Manager
419 Fulton Room 108
Peoria, IL 61602

Dear Mr. Switzer:

Thank you for providing an opportunity to submit a proposal for codification services for the Peoria Code of Ordinances. Although statutes and state constitutions vary from state to state, the process of the legal review and codification is the same for each state.

We agree to and can provide all requirements listed in the RFP. We have addressed the items listed in Section VI Submission Outline following the signature page of the city's RFP.

All work is done in our office in Seattle, WA; we do not subcontract any work, nor do we outsource any work overseas. We have done many recodification projects for local jurisdictions. Our firm has been in business over 26 years; I personally have worked in codification for more than 40 years.

We provide a wide array of electronic formats to fit any need. The interface we use on our web site is very user-friendly. Our online codes are quick loading and designed to minimize flipping between pages. There is complete intracode linking, as well as links to state statutes. The easy navigation and advanced search capabilities facilitate research, reducing the dependency on the printed code. Many customers find they need fewer print copies. This is especially true with our free online on-demand service: ordinances are codified online as they are passed.

Starting service with CPC is simple. There are no up-front costs, mandatory requirements, minimums, or binding contracts. We go out of our way to give you excellent products and the best service and customization options available, all at a reasonable price. Our references (included in the response) are sure to give you a clear picture of the quality of our work and the fast responses we provide to their questions and issues.

Please do not hesitate to call me if you have any questions. Thank you for your interest in our services.

Sincerely,

A handwritten signature in black ink that reads "Margaret O. Bustion". The signature is written in a cursive, flowing style.

Margaret O. Bustion, President

Enclosure: RFP #11-15 response

Reprinting the Code

It is not necessary for the entire code to be reprinted when there is a change in the company providing codification services. We can certainly understand wanting to reprint the volumes to remove partial pages and provide "clean" copies for all users.

We have many customers for whom we have provided supplement service whose municipal codes were published by another company. The transition is seamless and we have not had to reprint the code. We match an existing page style such that a print volume user would not know a different company is providing service.

That being said, note that if a reprint is undertaken, the existing revision dates at the bottom of each page will be removed on the initial reprint. Also, the successful proposer will need to see an existing print volume in order to match the current page style and format.

**REQUEST FOR PROPOSAL
CITY OF PEORIA
CODE ANALYSIS AND PRINTING
11-15**



**ISSUED BY
DIVISION OF PURCHASING
CITY OF
PEORIA, ILLINOIS**

**Sealed proposals will be received at the office of the
PURCHASING MANAGER
ROOM 108, City Hall,**

419 Fulton Street, Peoria, Illinois until 2:00 P.M.

**Thursday, October 1, 2015
for furnishing the materials, or services
described herein.**

**PLEASE RETURN ENTIRE
DOCUMENT AS YOUR PROPOSAL.**

SUBMITTED BY:

See Instructions to Proposers

Code Publishing Co.
9410 Roosevelt Way NE
Seattle, WA 98115-2844

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INSTRUCTIONS TO PROPOSERS

Request for Proposal (RFP)
(2/26/13)

ACCEPTANCE OF PROPOSALS - The right is reserved, as the interest of the City may require, to reject any or all proposals and to waive any nonmaterial informality or irregularity in the responses received. All such responses will be in English. The City will select a Proposer as described below or reject all Proposals within one ninety (90) calendar days from the date the responses are opened.

ADDITIONAL COPIES OF RFP - Proposers may secure additional copies of the RFP documents from the City of Peoria's Finance Department Purchasing Division.

RFP ENVELOPE IDENTIFICATION - Proposers shall submit their response in a sealed envelope which shall be clearly labeled with the organization/individual name and address. Proposers are requested to indicate in the LOWER LEFT HAND CORNER OF THEIR ENVELOPE THE ITEM BEING REQUESTED, REQUEST NUMBER, DATE AND TIME THE REQUEST IS DUE.

MAILING OF PROPOSALS - ~~One (1) original and Three (3) copies~~ of all responses are to be mailed or delivered to the City of Peoria Purchasing Department, Room 108, City Hall, 419 Fulton Street, Peoria, Illinois, 61602-1276. Proposals will not be accepted by FAX, e-mail, internet, telephone or telegraphic means. Information regarding the proposal can be obtained by calling the Purchasing Manager at (309) 494-8582.

CLOSING TIME - The Proposal closing time will be based upon Central Standard Time or Central Daylight Time, whichever is in effect on the date the proposal is due.

SELECTION - The proposal selected will be that which best meets the needs of the City of Peoria as expressed in the RFP. Said Selection will be made as per the guidelines created by the City of Peoria's Selection Committee. The content of the proposal, the experience of the firm/individuals and the result of any scheduled interview(s) may be considered in making the selection.

WITHDRAWAL OF PROPOSALS - Proposers may withdraw their proposals at any time prior to the RFP closing time by telephone, fax or written request. A telephone request must be confirmed in writing within 24 hours of the call and prior to closing time. No Proposers shall withdraw its response for a period of sixty (60) calendar days from the RFP opening date. Negligence on the part of the Proposer in preparing a response confers no right of withdrawal or modification of a proposal after it has been opened. No response will be opened which has been received after the closing time specified in the RFP document and it will be returned unopened to the Proposer.

ALTERNATE RESPONSES - The RFP describes the service and level of experience/expertise, which the City feels are necessary to meet the performance requirements of the City. Proposers desiring to submit a response on items which deviate from these specifications, but which they believe to be equivalent, are requested to submit alternate responses. However, ALTERNATE TENDERS MUST BE CLEARLY INDICATED AS SUCH AND DEVIATIONS FROM THE APPLICABLE SPECIFICATIONS PLAINLY NOTED. The response must be accompanied by complete specifications of the items offered.

AWARD - An award will be made to the lowest qualified (responsive and responsible) proposal that complies with the terms and conditions of the specifications provided that it is in the best interest of the City to accept the proposal. Awards will be made on per item basis unless otherwise stated. The quality of the articles to be supplied, their conformity with specifications, their suitability to the requirements of the City and the delivery terms will be taken into consideration in making the award. By signing this document Vendor/Contractor/Consultant is **certifying they have not been barred from bidding by Federal, State or Local governments and has not been suspended or debared from receiving federal funding.**

COSTS - Unit costs must be clearly identified for each component requested by the RFP document or otherwise submitted by the Proposer. All costs shall be stated in U.S. dollars. In case of mistake in extension of cost, unit cost shall govern. All costing must be typewritten or written in ink. No erasures are permitted. Mistakes must be crossed out and corrections typewritten or written in ink adjacent thereto and initialed in ink by the party signing the proposal or his authorized representative.

SIGNATURES - Each proposal must be signed by the Proposer with its usual signature. Proposals by partnerships must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and title of the person signing. Proposals by corporations must be signed with the name of the corporation, followed by the signature and title of person authorized to bind it on the matter. All signatures must be in ink.

INVESTIGATION - Proposer shall make all investigations necessary to thoroughly inform itself regarding the supplies and/or service to be furnished in accordance with the RFP. No plea of ignorance by the Proposer, of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Proposer to make the necessary examinations and investigations, will be accepted as a basis for varying the requirements of the City or the compensation to the Proposer.

EQUAL EMPLOYMENT OPPORTUNITY - To be awarded a contract all Suppliers, Vendors, Contractors to the City of Peoria, County of Peoria and/or the Peoria Park District **must** be registered in the City of Peoria's Contract Compliance Program and have a current EEO Certification number. This program is unrelated to any State and Federal program. The number is secured by completing and submitting, under notary seal, an Employer Report Form CC-1 (with required sexual harassment policy attached) to the City's Equal Opportunity Office. *Please note that the Certificate of Compliance is valid for one year and must be annually renewed.* The form may be requested on-line from the City's website (www.peoriagov.org). Click on Department Focus, Equal Opportunity Office, Forms, then select "Employer Report" or "Renewal". The forms can also be obtained by writing or calling:

**City of Peoria
Equal Opportunity Office
419 Fulton St.
Peoria, IL 61602
(309) 494-8530 Voice
(309) 494-8532 TTY**

In accordance with Chapter 17 of the Peoria Municipal Code, a fifty-dollar (\$50.00) processing fee will be charged with each original submission of the Employer Report Form Cc-1 that results in an approved certificate as well as the Annual Renewal Application. The only exception to payment of the processing fee is neighborhood associations.

Although all vendors are encouraged to obtain Equal Employment Opportunity Certification, vendors do not need an Equal Opportunity Certification to respond to a proposal. The EEO Certification Number is only required prior to the award of the contract.

Good Faith Efforts Requirements (projects exceeding \$50,000) ~~NA~~

Minority/Women Business Enterprise(M/WBE) Utilization

Bidders must demonstrate that they made good faith efforts to meet participation goals. Documentation supportive of their good faith efforts to utilize M/WBEs must be submitted at the time of bid. For details on what records see **M/WBE Participation Requirements for Good-Faith Efforts, Section III.**

Compliance Reporting Minority/Female Worker Utilization

The General Contractor and its subcontractors must provide to the City of Peoria documentation on their good faith efforts to comply with the workforce participation goals. This would include, but not limited to, weekly certified payroll reports. All information will be provided through **ePrismSoft**, an electronic web based compliance tracking software. Access to **ePrismSoft** has been furnished by the City of Peoria. To activate access the General Contractor and subcontractors must contact Human Capital Development.

SAMPLES - Samples of items, when required, must be submitted within the time specified and at no expense to the City; and if not destroyed in testing, they will be returned at the Respondent's request and expense. Samples, which are not requested for return within thirty (30) days, will become the property of the City.

RESPONSES – A response is requested of all Proposers even if it is a "no response".

CONTRACT TERMS

TAXES - The City is exempt, by law, from paying State and City Retailers Occupation Tax, State Service Occupation Tax, State Use Tax and Federal Excise Tax. The City will execute tax exemption certificates whenever required. The unit prices should be exclusive of all taxes. In the event the unit price includes taxes, the Proposer must show the amount of tax included in the unit price.

CITY'S AGENT- The City of Peoria's Purchasing Manager shall represent and act for the City in all matters pertaining to the RFP and contract in conjunction thereto.

PATENTS - The successful Proposer agrees to protect, defend and save the City harmless against any demand for payment for the use of any patented material process, article or device that may enter into the manufacture, construction or form a part of the work covered by the contract.

HUMAN RIGHTS ACT - The contract will be subject to and governed by the rules and regulations of the Illinois Human Rights Act 775ILCS5/1-101 et seq. and as amended. And the provision of Chapter 775 of the Illinois Compiled Statutes 5/2-105 on Sexual Harassment policies.

NON-COLLUSION - With the executing of this RFP, the Proposer is certifying to non-collusion in the preparation and submittal. The response must be properly executed by the Proposer or the response will not be considered for selection.

DEFAULT - In case of default by the contractor, the City will procure the articles or services from other sources and hold the contractor responsible for any excess cost incurred.

CANCELLATION - The City reserves the right to cancel the whole or any part of the contract, if the contractor fails to perform any of the provisions in the contract or fails to make delivery within the time stated. The cancellation notice will be written and delivered by certified mail to contractors address on record. In the event the contract is canceled, the vendor may be declared an irresponsible vendor by the City manager...and as a result may be disqualified from doing business with the City for the period of one year in accordance with City Ordinance Section 10-102. The contractor will not be liable to perform if situations arise by reason of strikes, acts of God or the public enemy, acts of the City, fires or floods.

PRICES SPECIFIED – The successful vendor agrees to furnish the material or services according to the City's plans, specifications and conditions and at prices specified herein.

DELINQUENT PAYMENT - By the signing of this RFP, the Proposer is certifying that the company is not delinquent in the payment of any indebtedness, tax, fee, liens, and fines owed or accruing to the City of Peoria or in the payment of any tax administered by the Illinois Department of Revenue and is in compliance with the terms and conditions of Section 10-109 of the Peoria City Code; and Chapter 65 of the Illinois Compiled Statutes, Section 5/11-42.1-1.

PERMITS AND LICENSES - The successful Proposer shall obtain, at its own expense, all permits and licenses which may be required to complete the contract.

INSURANCE – The successful Proposer shall obtain, at its own expense, all necessary insurance with regard to its fiduciary responsibility to the City of Peoria. Said Proposer shall indemnify and hold harmless the City of Peoria, its officials, officers, directors, employees, heirs and assigns from any and all actions, claims, demands or suits at law or equity for damages, costs, loss or other injury as a result of the contract.

The City does not assume any liability for acts or omissions of contractor and such liability rests solely with contractor.

Contractor's Insurance – The contractor and all subcontractors shall secure and maintain such insurance policies as will protect the contractor or subcontractors from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by contractor or anyone employed by contractor directly or indirectly. The following insurance policies are **required**:

- Statutory Worker's Compensation
- Comprehensive General Liability
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00
- Automobile Public Liability and Property Damage
 - Combined Single Limit \$1,000,000.00
 - Property Damage \$1,000,000.00

Insurance Inclusions – The comprehensive general liability insurance shall include independent contractors' protective liability, products and completed operations broad form property damage coverage. The completed operations and products liability shall be maintained for two years after final payment.

Contractual Liability – The insurance required above shall include contractual liability insurance coverage for the contractor's obligations under the section below entitled, "Hold Harmless and Indemnification Agreement".

Certificates of Insurance – Certificates of insurance acceptable to the City indicating insurance required by the Contract is in force shall be filed with the City prior to contract approval by the City. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior written notice has been given to the City.

PRECEDENCE - Where special conditions are written in the specifications, these conditions shall take precedence over any conditions listed under the "Instructions to Proposers".

GOVERNING – This contract will be governed by the laws of the State of Illinois. The contractor/vendor agrees that Chapter 10 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

AFFIRMATIVE ACTION REQUIREMENTS - "The contractor/vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual harassment, ancestry, national origin, place of birth, age or a physical or mental handicap which would not interfere with the efficient performance of the job in question. The contractor/vendor will take affirmative action to comply with the provision of this division and will require any subcontractor to submit to the City written commitment to comply with this division. The contractor/vendor will distribute copies of this commitment to all persons who participate in recruitment, screening, referral and selection of job applicants, prospective job applicants, member or prospective subcontractors."

"The contractor/vendor agrees that the provision of Division 4 of Article III of Chapter 17 of the Code of the City of Peoria is hereby incorporated by reference, as if set out verbatim."

EMPLOYEE EMPLOYMENT RESTRICTIONS – THE CONTRACTOR

THE CONTRACTOR (hereinafter referred to as "SERVICE PROVIDER") agrees, as a condition of accepting this contract with the City of Peoria, that, for a period of one (1) year following completion of this contract, it shall be prohibited from hiring, directly or indirectly, any City employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the SERVICE PROVIDER for performance of this contract; (2) coordinating the efforts of the SERVICE PROVIDER in the consummation or completion of this contract; or (3) monitoring or determining the performance of the SERVICE PROVIDER. The SERVICE PROVIDER further acknowledges and agrees that, upon the City's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the City, may include one or more of the following: (1) cancellation of any other contract(s) between the City of Peoria and the SERVICE PROVIDER; (2) disqualification of the SERVICE PROVIDER from bidding or being awarded future contracts with the City of Peoria for a period of two [2] years; and/or (3) payment of liquidated damages to the City of Peoria in the amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

This does not apply to any City Employee involved in the 2011-12 reduction in force; nor does it apply to parties taking the Early Retirement Incentive offered by the City from November 1, 2011 through November 1, 2012.

Local Purchasing – N/A

For purchases of \$10,000.00 or greater, if: (1) the lowest bidding local vendor is a responsible bidder; and (2) the lower-bidding responsible bidders are not local vendors; and (3) the lowest bidding local vendor's bid is higher than the non-local vendor by no more than three (3) percent, then that local vendor should be considered the lowest responsible bidder. In case of a dispute about the application of this provision, the decision of the city manager or the purchasing agent acting for him shall be final. For purposes of this Subsection, a local vendor shall be one that sells goods or services to the public, either retail or wholesale, and owns or leases a physical, commercial business location, with on-site staffing and regular business hours, within the corporate limits of the City of Peoria, Illinois. The provisions of this subsection shall not be applied to a contract if the funding source prohibits local preference by law, rule, or regulation.

Responsible bidder for public works construction contracts in excess of \$100,000 N/A

Responsible bidder for public works construction contracts in excess of \$100,000 is limited to a bidder who meets all the job specifications, the following criteria, and the responsible bidder agrees to comply with the following criteria:

- (1) All applicable laws prerequisite to doing business in the State of Illinois
- (2) Evidence of compliance with:
 - a. Federal Employer Tax Identification Number or Social Security Number (for individuals)

- b. Provision of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No 11246 as amended by Executive Order No 11375 (known as the Equal Opportunity Employer provisions).
- (3) Certificates of Insurance indicating the following coverage: general liability, workers' compensation, completed operations, automobile, hazardous occupation, product liability and professional liability insurance.
 - (4) All provisions of the Illinois Prevailing Wage Act, including wages, medical and hospitalization and retirement for those trades covered in the act.
 - (5) ***Active apprenticeship and training programs approved and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the award of the contract for all bidders and subcontractors.***
 - (6) Certified payrolls as specified in Illinois Public Act 94-0515 for all contractors and subcontractors.

REFERENCE - All of the contract terms shall be incorporated by reference into any written contract.

Request for Proposal
City of Peoria - CODE ANALYSIS AND PRINTING

SECTION I –BACKGROUND AND SCOPE

A. INTRODUCTION

The City of Peoria seeks submittals from qualified firms for code analysis and printing.

Responses must conform to the requirements of this Request for Proposal (RFP).

The City reserves the right to waive any irregularity in any proposal or to reject any proposal which does not comply with this RFP. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by the City. Selection of the proposer will be made solely by the City on criteria determined by the City.

All submitted bid/proposals must be clearly marked "**SEALED RFP # 11-15**"

Please direct all correspondence regarding this RFP to:

Chris Switzer
City of Peoria Purchasing Manager
419 Fulton Room 108
Peoria, IL 61602
309-494-8507 or cswitzer@peoriagov.org

B. ABOUT PEORIA

Peoria (population 120,000) is the central city in a metropolitan area of almost 400,000 people. The population of the city increased rapidly from the late 1800's until the mid-20th Century, reaching a population of approximately 124,000 in 1970. While the population of Peoria has not increased in the past 50 years, the city has continued to grow geographically, with a total land area of approximately 50 square miles.

City Hall is located at 419 Fulton, Peoria, IL 61602. The City website address is www.peoriagov.org.

C. SUBMISSION INSTRUCTIONS

The City invites interested and qualified firms to submit information regarding their experience, qualifications and financial requirements to the City to recodify Peoria, IL. The information submitted; including experience, qualifications and financial requirements will be reviewed for the purpose of selecting a firm to complete this work.

The experience of the firm, qualifications, experience and ability of assigned staff, resources, ingenuity, completeness of the level of service proposed and timeliness of service proposed by the firm will be the significant factors in selection of this professional service contract. The City will negotiate a contract and determine final recommendation to the Peoria City Council who will approve the final selection of a firm for this service.

The City reserves the right to request additional information on any proposals submitted. Refusal to supply additional information may lead to rejection of any proposal submitted.

The City reserves the right to accept or reject any or all proposals and to waive any technicalities or informalities in the proposals. Any proposal submitted will be binding for ninety (90) calendar days after the date the proposals are submitted. Proposals may be withdrawn on written request prior to the time of acceptance. Negligence on the part of the offeror or in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

Each offeror shall affirm that no official or employee of the City of Peoria is directly or indirectly interested in this proposal for any reason of personal gain.

The successful offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the contract to be signed or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the previous consent and approval in writing by the City.

Sealed proposals will be received until 2:00 P.M. local time, Thursday, October 1, 2015 in the Purchasing Office located at City Hall, 419 Fulton, Room 108 Peoria, IL. The person, firm or corporation making a proposal shall submit an original proposal and three additional copies in a sealed envelope to the City of Peoria, Attn: Purchasing Manager, 419 Fulton, Room 108, Peoria, IL 61602 on or before the hour and day stated above. The words "Proposal to Recodify Peoria" shall appear on the outside of the sealed envelope. All offeratories shall supply all the information as indicated in the Request for Proposal documents.

Questions regarding the scope of work to be accomplished, the selection process, insurance requirements, or other procedural requirements should be directed to Chris Switzer, Purchasing Manager, City of Peoria, 419 Fulton Room 108, Peoria, IL 61602. Phone: (309) 494-8507. E-mail cswitzer@peoriagov.org

Before submitting a proposal, the firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations.

Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in the Request for Proposal.

Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

No proposals will be received by facsimile or e-mail.

When warranted an addendum to the request for proposals will be issued to address any changes or clarifications.

If any questions or responses require revision to the Request for Proposal they will be by formal amendment only. If the Request for Proposal includes a contact person for technical information, offertory are cautioned that any oral or written representations made by this or any person that appear to change materially any portion of the solicitation shall not be relied upon unless subsequently ratified by a written amendment to the Request for Proposal.

The City reserves the right to reject any and all proposals and the right in their sole discretion to accept the proposal it considers most favorable to the entities interest. The City further reserves the right to reject all proposals and seek new proposals when such procedure is deemed reasonable and in their best interest.

D. SUPPLEMENTAL INFORMATION

The City of Peoria currently has 2200 pages in its code. It was published in 1993. It is 8.5" x 11 dual column.

The vendor will be required to provide computerized code services and search and retrieval software. Including but not limited to the following:

general full text search engine
advanced full text search engine with wildcard availability
table of contents

index
table of cross-references
bookmarking capabilities for cross-references
hyperlinking capabilities per section
hyperlinking capabilities for email purposes
export capabilities per section with multiple formatting options (Word, Adobe PDF, JPG Image, etc.)
placement on the internet for public consumption
link to City of Peoria Website within the code

The City will require 23 printed copies of the Code. Including Appendix C which include color graphs and charts ect. Vendors are encouraged to review the current City Code online.

SECTION II – SCOPE OF WORK

A. Analysis

Examine the Ordinances and other legislative material as submitted by the Municipality.

Incorporate those materials to be included in the Code of Ordinances according to the subject matter in the existing code, or where there is no existing legislation on the subject, at a logical location in the Code.

Make necessary changes in wording of the materials to bring about uniformity of style and to correct typographical errors.

Prepare legislative history of each affected section citing the ordinance or resolution number and date of passage of the ordinance or resolution.

Revise or make additional entries to chapter summaries, tables of special ordinances, cross-reference tables, and general index as necessary to reflect the incorporation of additional, changes or deleted material.

B. Printing

Deliver to the City 23 printed copies of supplemental pages for the Code of Ordinances, and as many pages as requested for pamphlets.re-prints such as Traffic/General Offences, Planning and Zoning Code, Building and Housing Codes, and Charter Pamphlets. The

printing, format page size and paperstock will match that of the City's present code. An instruction sheet for directing the placement of the new pages will be provided.

C. Shipping and Delivery

The vendor will ship at its cost by common carrier, the number of supplements ordered and the City may direct that different portions of the shipment be made at various locations within the City at no additional cost. The vendor shall ship the supplement within 30 calendar days after receipt by vendor of all materials necessary for production of supplement.

SECTION III – SERVICES AND PRICING

The City will provide a copy of the code and the ordinances or resolutions passed subsequent to publication of the previous Code supplement.

Pricing for:

Updates to Code of Ordinances per printed page first supplement produced	\$ <u>19.95+\$0.10/impression</u>
Price Per re-printed page	\$ <u>19.95+\$0.10/impression</u>
Price to reprint supplemented pages for updating Pamphlets	\$ <u>0.10/impression</u>

All prices in this agreement may be adjusted at the time of invoicing for supplements produced in the second, third, fourth and fifth year of this agreement to reflect any decrease or increase in the consumer price index since the delivery of the first supplement.

The base for adjustment shall be the US consumer price index rate for the month in which the first supplement under this agreement was delivered.

SECTION IV –ADDITIONAL SERVICE PRICING

Additional Code Copies with 3 Ring Binders	\$ <u>0.10/impression</u> + S/H (included)+\$15/binder
Additional Code Copies without binders	\$ <u>0.10/impression</u> +S/H (included)
Code on Internet	\$ <u>495.00</u> year

List any additional items available on a separate sheet.

Additional costs: Conversion of files for Internet hosting: \$1,500.00.
See attached proposal which addresses the items in Section VI.

SECTION V –AWARDS CRITERIA

The following factors and their weight will be used in evaluating proposals received:

- A. Responsiveness to Request for Proposal specifications. (5%)
- B. Qualifications and experience of the staff that would be assigned and have direct daily involvement with this project. (15%)
- C. Demonstrated capabilities and experience in comparable previous projects of this kind and the specialized experience and technical competence of the firm to perform the type of work requested. (15%)
- D. Scope of services to be provided. (20%)
- E. Timeliness of services to be provided and capacity of the firm to perform the work within the time schedule provided. (10%)
- F. References. (5%)
- G. Cost of services. (30%)

The best proposal in the opinion of the negotiating team based upon these weighted priorities will be given the opportunity to negotiate a contract. If the terms of the contract cannot be agreed upon the firm providing the second best proposal offered will be contacted and a contract will be negotiated. Firms are encouraged to take maximum advantage of representing the qualities of the firm through its proposal presentation.

SECTION VI –SUBMISSION OUTLINE

Proposers shall submit under their cover a response to this request that will include:

1. Cover Letter with Company Introduction.
2. Qualifications and Experience of staff.
3. Company Capabilities and Experience.
4. Scope of Services to be provided.
5. Timeliness of service as described in RFP.
6. References
7. Complete copy of RFP with appropriate Signatures and Pricing

SECTION VI – ASSIGNABILITY

The firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the City.