

REQUEST FOR PROPOSAL NOTICE ISSUED: 12-03-2008

**COUNTY OF JEFFERSON, MISSOURI
CONTACT**

Department of Administration
729 Maple Street
PO Box 100
Hillsboro, MO 63050
www.jeffcomo.org
636-797-5380

SPECIFICATION

VICKIE PRATT
Contracts and Grants Manager
636-797-5380

REQUEST FOR PROPOSAL

**CODIFICATION OF THE COUNTY CODE OF ORDINANCES
AND LOOSELEAF SUPPLEMENT SERVICE**

PROPOSALS SHALL BE ACCEPTED UNTIL:

TUESDAY, JANUARY 6, 2009, at 2:00 p.m. local time.

Thereafter, proposals shall be opened in the County Council Assembly Room.

THREE (3) COMPLETE COPIES OF SEALED PROPOSALS MUST BE DELIVERED TO:

**Office of the Clerk of Jefferson County
Wes Wagner (636) 797-5478
County of Jefferson, Missouri
729 Maple Street
Hillsboro, MO 63050**

The outside of the envelope must contain the vendor's name, address and the following language:

**SEALED PROPOSAL FOR: CODIFICATION OF THE COUNTY CODE OF
ORDINANCES AND LOOSELEAF SUPPLEMENT SERVICE**

**SUBMITTED PROPOSALS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS
PROPOSAL INVITATION AND SPECIFICATIONS.**

**The Agreement/Contract term is from:
01-31-2009 through 01-30-2012.**

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

Company Name

Authorized Agent (Print)

Address

Signature

City/State/Zip Code

Title

Telephone #

Date

Tax ID #

E-mail

Fax #

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PROPOSAL REQUIREMENTS

A. PROPOSAL SUBMISSION:

Submit PROPOSAL form in triplicate (three copies) with specification pages, if applicable. No facsimile PROPOSALS shall be accepted and shall be rejected.

B. BASIS OF PROPOSAL AWARD:

Award may be made on an item-by-item basis to the lowest and best PROPOSALS or award may be made to the lowest and best PROPOSAL total, whichever is in the best interest of the County. County may reject any or all PROPOSALS for any reason and may waive any informality. PROPOSALS submitted from a Missouri State Contract shall include a copy of the State Contract with the PROPOSAL.

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Council by Ordinance, and approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Proposal or Proposals have been awarded by the County Council within thirty (30) days following the opening of the Proposal then all Proposals will be deemed Rejected.

C. PROPOSAL PREPARATION:

1. VENDORS are responsible for examination of drawings, specifications, schedules and instructions.
2. Each VENDOR shall furnish the information required by the invitation. The VENDOR shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate PROPOSALS for supplies or services other than specified shall not be considered unless authorized by invitation.
4. VENDOR shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the Request for Proposal.
5. When specified, samples must be timely submitted and at no expense to the County.

D. MODIFICATION OR WITHDRAWAL OF PROPOSALS:

PROPOSALS may be modified or withdrawn prior to the exact hour and date specified for receipt of PROPOSALS, provided the modification or withdrawal is in writing and is delivered in the same manner as a PROPOSAL submission.

E. LATE PROPOSALS:

It is the responsibility of the vendor to deliver his PROPOSAL or PROPOSAL modification on or before the date and time of the PROPOSAL closing to the Office of the Clerk of Jefferson County. PROPOSALS received late will be rejected and returned unopened to the vendor.

F. PROPOSAL DEPOSITS:

Proposal Deposits are not required unless specified in the Specifications.

G. MATERIAL AVAILABILITY:

VENDORS must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of PROPOSAL and delivery time. It is the responsibility of the VENDOR to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

H. ALTERNATE PROPOSALS:

Where required, VENDORS must submit complete specifications on all alternate PROPOSALS with the PROPOSAL form. Alternate PROPOSALS without complete specifications may be rejected. Alternate PROPOSALS and exceptions to PROPOSAL clauses must be clearly noted on the PROPOSAL form. The County may accept or reject alternate PROPOSALS; whatever is most advantageous to the County.

I. INCORPORATION OF DOCUMENTS:

The terms of the PROPOSAL Invitation, PROPOSAL Specifications, PROPOSAL Form are incorporated into the contract as if fully setout therein.

J. ADDENDA:

Addenda to PROPOSAL specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of

PROPOSAL forms. Verification is made by contacting the Department of Administrative Services or by reviewing the County Web Site. (www.jeffcomo.org).

K. INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.

A. (XX) Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. (XX) Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. (XX) Required () Not Required **Worker's Compensation Insurance:
per Missouri Revised Statutes Chapter 287**

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statutes of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

PROPOSAL FORM AND CONTRACT

A. PROPOSAL REPRESENTATIONS:

The VENDOR, by executing the PROPOSAL form certifies that:

1. The PROPOSAL complies with Request for Proposal, Form and PROPOSAL Specifications.
2. The VENDOR is not debarred or suspended from participation in Federal Assistance programs.

B. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

1. The prices in the PROPOSAL shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any Vendor or other person.
2. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the Vendor prior to opening; or
3. No attempt has been made or will be made by the VENDOR to induce any other person or firm to submit or not to submit a PROPOSAL.

C. PRICE:

The price(s) specified in this PROPOSAL shall be firm and not subject to contingency or reservation. The VENDOR represents prices specified in the PROPOSAL do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the VENDOR'S most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **PROPOSAL prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

D. MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

VENDOR represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. VENDOR shall include proof of compliance with the Act with the PROPOSAL.

E. DEFINITIONS:

1. The term "County" means the County of Jefferson, Missouri and its designated representatives.
2. The term "Supplier" means Vendor, Contractor, and Seller and includes designated representatives.
3. The term "RFP" means Request for Proposal.

F. INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

G. WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

H. PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. Price is tax-exempt.

I. CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

J. DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the PROPOSAL specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause.

K. RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

L. SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

M. CHOICE OF LAW:

This PROPOSAL and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

N. TERMINATION:

1. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County. Termination shall be affected by delivery to Supplier of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. If such notice does not state termination is pursuant to subparagraph 2, 3, or 4 of this paragraph, County shall have the right to so indicate within thirty (30) days. If no notice is delivered within the thirty (30) day period, or such longer periods as is mutually agreed to by the parties, the original Notice of Termination shall be deemed to be issued pursuant to subparagraph 1 of this paragraph.

2. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability.

3. Default: County may terminate the whole Contract or any part in either of the following circumstances:

a. If supplier fails to deliver the items required by the contract within the time specified; or

b. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure. In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

c. In the event of the Supplier's non-compliance with the provisions as set forth. This Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

O. NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the PROPOSAL form.

P. CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Request for Proposal, Proposal Specifications, Proposal Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

Q. COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

R. ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

S. SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

T. APPROVAL:

It is agreed the acceptance of a PROPOSAL shall not be valid and binding upon the County until approved by the County Council, County Counselor, as to legal form and the County Auditor provides certification of an unencumbered balance sufficient to pay the PROPOSAL/Contract price.

U. INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

V. PROPOSAL TABULATIONS: Are not available for 5 to 7 working days following the PROPOSAL Opening.

PROPOSAL submissions are open for public review at the time of the PROPOSAL Opening. PROPOSAL tabulations are posted on the County's web-site address, www.jeffcomo.org. **NO COPIES** of PROPOSAL tabulations are sent to vendors.

JEFFERSON COUNTY, POSTS ALL "INVITATION FOR BIDS" AND "REQUEST FOR PROPOSALS" ON THE COUNTY WEB SITE.

Go To www.jeffcomo.org.

"IFB's" and "RFP's" CAN BE DOWNLOADED BY CLICKING ON "INVITATION FOR BIDS".

**SPECIFICATION
CONTACT PERSON**

**VICKIE PRATT
CONTRACTS AND GRANT MANAGER
636-797-5380**

INFORMATION TO BIDDERS

SCOPE OF SERVICES/MATERIALS: The County of Jefferson, Missouri is requesting proposals for codification and republication of the County's Code of Ordinances.

Bidders shall offer services and materials which may be upgraded with optional services and materials which may not be purchased at time of bid award. Bidder shall specify in the proposal the delivery schedule for the services/products from time of notification of award of bid.

The County is seeking a total bid package for service/materials equal to or exceeding specifications set forth on the attached pages which must meet or exceed stated specifications. Those not meeting these standards will be rejected.

All responses, inquiries, or correspondence relating to, or in reference to, this request for proposals, and all reports, charts, displays, schedules, exhibits and other documentation by the bidders shall become the property of the County when received. All proposals submitted in response to this invitation for bid shall become the property of the County. The County retains the right to use any or all system ideas presented in any proposal to the invitation to bid, whether amended or not. Selection or rejection of the proposal does not affect this right.

It is recognized that the formal basis for any agreement between vendor and user is a contract rather than a proposal. In submitting proposals, vendors must indicate that they are prepared to complete a contract containing all the information submitted in their proposals. The bid document shall become an integral part of the contract between the County of Jefferson and the successful bidder.

METHOD OF AWARD: Contracts shall be awarded to the lowest and best bidder, as determined by the County. Bidders must respond completely by filling in all applicable blanks. Bids are subject to the terms and conditions of this REQUEST FOR PROPOSAL.

Bids shall be submitted in a sealed envelope, clearly marked on the outside of the envelope, "CODIFICATION AND LOOSELEAF SUPPLEMENT SERVICE", to the Office of the Clerk of Jefferson County, Administration Center, 729 Maple St., Hillsboro, Missouri 63050 , prior to the time specified. The County reserves the right to reject any or all bids.

Signature of bidder indicates that bidder understands and will comply with all terms and conditions and all other specifications made a part of this invitation for bid and any subsequent award or contract. All terms, conditions and representations made in this invitation will become an integral part of the contract.

WAIVER: The County of Jefferson reserves the right to reject any or all bids received. The County reserves the right to waive any variances from original bid specifications in cases where the variances are considered to be in the best interest of the County.

QUALIFICATIONS OF CODIFIER: The codifier shall submit a staff resume indicating, but not limited to, the following:

1. Number of years in business.
2. Size and experience of the firm.
3. Law editorial staff (attorneys' years of experience, educational background, etc.)
4. Support staff (i.e. editors, indexers, proofreaders, etc.)
5. Project contact person(s).
6. Degree of work, if any, that is to be subcontracted (i.e. attorneys, printing, etc.).
7. Names and contact persons of at least three cities in the State of Missouri wherein similar projects have been completed.
8. A copy of the last legal review done in this State.
9. A copy of your current or last annual State Law Review report.

Priority will be granted to the codifier demonstrating extensive experience serving Missouri municipalities and possessing knowledge of Missouri law.

SUBMISSION OF BIDS AND SUPPLEMENTAL MATERIALS: Bids shall be submitted to the Office of the Clerk of Jefferson County. If supplemental materials are required or requested, then they must be submitted to the Office of the Clerk of Jefferson County, as part of the bid package. Supplemental materials will not be accepted after the bids have been opened, unless requested by the County. Submission or distribution by the bidder of unsolicited supplemental materials to County employees or officials may result in rejection of the bid.

SPECIFICATIONS: All bids should be based on a volume of 800 pages. Page size shall be 8.5" x 11" single column format. The specifications listed herein are minimum requirements. It is the responsibility of each bidder to state in the bid proposal any variations where the specifications have been met or exceeded. These specifications are in no way meant to limit any bidder in offering recodification and looseleaf supplement services. The specifications are considered the ideal service desired. If no variation is listed, it will be considered all specifications have been met as stated. Failure by the successful bidder to supply service and materials as stated in the proposal shall be reason for immediate termination of the agreement and the County of Jefferson shall not be liable for any penalties or charges.

PAYMENT: The bidder shall specify terms of payment.

TAXES: The County of Jefferson, Missouri is not subject to any State or Federal taxes. Documentation will be provided with the invoice at the time of payment, if requested.

DELIVERY: F.O.B. DESTINATION: County of Jefferson, Administration Center, 729 Maple St., Hillsboro, Missouri 63050 unless otherwise stated.

TERMINATION OF CONTRACT: The County reserves the right to terminate the contract for reasons of violations by the successful bidder of any term or condition of the contract by giving thirty (30) days written notice, unless otherwise stated herein, stating the reasons therefor and giving the party ample time to remedy the deficiencies.

The company shall perform the following work for the County:

EDITORIAL WORK

1. Codify the Ordinances and orders of a general and permanent nature.
2. The County Charter, if any, shall be brought up-to-date by working into proper places all amendments thereto and such charter shall be included in the new code.
3. Any technical codes which the County wishes to adopt by reference will be accommodated by the Editors' drafting an appropriate section to cover the situation.
4. The Ordinances and orders shall be classified according to subject matter so that all related Ordinances and orders shall be grouped together to constitute an individual chapter in the new code manuscript. All amendatory provisions shall be accorded their proper places and the repealed, outmoded and antiquated provisions shall be eliminated. This applies to the provisions that have been expressly repealed and also to those which have been repealed by implication, but all such provisions thought to be repealed by implication shall first be brought to the attention of the County, together with explanations thereof, for a ruling thereon by the County.
5. The Ordinances and orders shall be edited for punctuation, grammar and style. No change in the substance of any existing Ordinance shall be made. The County shall be free to accept wholly or in part any or all of the suggestions submitted by the Company. The Company shall not, without the approval of the County, omit any Ordinances and orders even though they are believed to have been repealed or to have become obsolete.

6. The Ordinances and orders shall be checked against the laws of the State of Missouri and any discrepancies between the Ordinances and orders and such laws shall be noted and brought to the attention of the County.
7. A complete and comprehensive general index to the entire code shall be included in the completed code.
8. Codification of the Ordinances and orders shall include the handling of all ordinances and orders passed by the governing body of the County up to the time the Code manuscript is reviewed with the County. Any Ordinances and orders passed by the governing body subsequent to the date of the execution of this Agreement shall be forwarded from time to time to the Company so that such provisions may be accorded their proper places in the new Code manuscript. After the manuscript has been inspected and approved by the County, no new or additional material shall be added or incorporated into the manuscript.
9. After being reviewed and approved by the County, the manuscript will then be put in final form so as to include all changes that have been agreed upon.

EDITORIAL CONFERENCE

After delivery of the rough draft and at the request of the County, a representative of the Company will hold an editorial conference with the officials of the County. All recommendations will be discussed at this time and the County will be free to accept or reject these recommendations in whole or in part. Following the editorial conference the Company will prepare a memorandum outlining the changes that were agreed upon.

COMPUTER PROGRAMS

Upon request, the Company will provide the County with electronic copies of the Code. These will be formatted using the Word or Wordperfect word processing program. The company may quote other search and retrieval programs and such other aids including internet hosting as it deems in the best interest of the county. The county is free to except such additional programs as it chooses.

PRINTING AND BINDING

1. The Company agrees to print the Code in final form and shall deliver to the County copies of the completed Code. Fifteen (15) copies of the completed code shall be bound in mechanical looseleaf binders.
2. The Company shall afford the County an opportunity to order reprints of certain selected chapters from the Code at the time of review and approval by the County.

SUPPLEMENTAL UPKEEP SERVICE

SCHEDULE. The Company agrees to maintain the Code of Jefferson County up-to-date by the publication of Looseleaf Supplements containing the new ordinances of a general and permanent nature enacted by the governing body. The Supplements may be published as often as the County desires. There is no additional charge for more frequent publication.

ORDINANCES TO BE FURNISHED BY COUNTY. The County shall forward to the Company two copies of all ordinances and orders to be included in the update at the time of publication, along with a written request that the update encompassing those ordinances be prepared.

EDITORIAL SCRUTINY. The new ordinances will be studied by the Company in conjunction with the existing provisions of the 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

repealed or amended by ordinance shall be reprinted or printed to remove such repealed or amended provisions and to insert the new ordinances.

EDITORIAL NOTES. Appropriate editorial notes will be prepared and appended as deemed necessary by the Company.

CROSS REFERENCE TABLE AND TABLE OF CONTENTS. The Company will prepare a Cross Reference Table listing the ordinances included in each Supplement and setting out the location thereof. The Table of Contents will also be kept current to reflect changes in the Code volume.

INDEX. 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 printed or reprinted to include the new entries.

INSTRUCTION SHEET. Each Supplement will contain a page of instructions for removal of the obsolete pages and insertion of the new pages.

COPIES/PAGE. The Company will prepare the ordinances editorially and print up to copies of each Supplemental page, including the Tables, Index pages and Instruction Sheet.

For the purpose of this agreement, a page is hereby defined as the area of text on one (1) side of a sheet of paper. A sheet may contain two (2) pages.

REPRINTS. Additional copies of specific chapters or any portion of the Code may be printed and bound in separate covers. Prices for such services will be quoted at time of request.

TABULAR MATTER. The costs provided for above are based on a page containing type for ordinary composition. Should the Supplement contain tables, drawings, and the like for which other methods of reproduction are required, the cost of such engravings or tabular matter will be additional to the costs as provided above. Should the Supplement necessitate additional tabs, such tabs will also be additional to the costs as provided above.

TERMINATION. The Looseleaf Supplement Service as provided herein shall be in full force and effect for a period of three (3) years subject to annual appropriation by the County Council, from the date of this agreement, and may be renewed from year to year thereafter, upon written agreement by both parties, provided that either party may alter or cancel the terms of this agreement upon thirty (30) days' written notice after the initial period. This contract may also be canceled by the County upon ten (10) days written notice to the Company for non-compliance to stated requirements, delivery problems, or other just cause so deemed by the County. However, either such notice shall not be effective for purposes of terminating any supplement in process for which ordinances have been received by the Company.