



**CITY OF NOVI CITY COUNCIL
MAY 23, 2022**

SUBJECT: Approval of contract award to Accuform to design, produce and distribute Engage five times per year (four seasonal issues and one holiday edition which includes the annual calendar as an insert) in the amount of \$58,747.50 annually for three years, with the option for two renewals.

SUBMITTING DEPARTMENT: Community Relations

EXPENDITURE REQUIRED	\$ 29,767.50 Engage (\$5,953.50 x 5 issues) <u>\$ 28,980.00 Calendar</u> \$ 58,747.50 Total
AMOUNT BUDGETED	\$ 70,000 Engage (FY 2022-23 Budget) <u>\$ 30,000 Calendar (FY 2022-23 Budget)</u> \$ 100,000 Total
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-295.00-888.500 Engage 101-295.00-888.000 Calendar

Background Information: For more than a decade, the City of Novi has produced the Engage magazine to market Parks, Recreation & Cultural Services programming, as well as City events and services and Library happenings.

In 2019, the City contracted with Accuform Printing & Graphics to enhance the Engage publication, share Novi stories and provide advertising opportunities to local business partners. Even through challenging times due to the pandemic and business shut downs, rising cost of supplies and staffing, we have seen continued support of the publication by our business community.

The current magazine is printed and mailed at a cost of approximately \$12,421 (printing and mailing) six times annually for a total cost of \$74,526. The annual calendar, which has been inserted into the calendar for the past two years cost approximately \$25,000 (mailing is included with an edition of Engage). These printed publications are sent to 31,500 mailing addresses annually for a combined total cost of \$99,526.

In March, the City placed an RFP seeking a vendor to design, produce and distribute the Engage magazine five times per year, with one of the issues (holiday) including an insert City Annual Calendar.

The only qualified proposal received was submitted by Accuform Printing & Graphics. Accuform's proposal includes a 30% cost share by the City of the \$19,845.00 an edition, equating to \$5,953.50 per issue. The annual printing cost to the City is \$29,767.50 which includes design, layout, printing, perfect binding and mail route sorting. The annual calendar insert is \$28,980.00. The City of Novi will determine editorial themes and content of the magazine.

Each magazine is to be no fewer than 48 pages of which no more than 30% will be devoted to advertising. All advertising and solicitation will be the sole responsibility of the contractor. The City of Novi retains the right to approve and/or reject sponsors or advertisers and has full editorial control of the magazine.

The new magazine cycle would begin with a Fall 2022 edition in late August and continue every three or so months throughout the year, with an annual holiday edition, including a pull-out City Annual Calendar, published in mid-late November.

The City of Novi will be responsible for the postage which will be approximately \$6,000.00 an issue, for a total of \$30,000 annually.

Under this new recommended contract, the City would send five Engage Publications and the Annual City Calendar to approximately 31,500 recipients in Novi for an approximate total of \$88,747.50 (inclusive of postage). This figure does not take into account the payback to the City from our Engage Library partner, which will be approximately \$10,000.

Past products with Accuform have been completed on time, of superior quality and delivered with quality customer service. It is with high confidence they are recommended to continue production of Engage and the Annual City Calendar.

Recommended Action: Approval of contract award to Accuform to design, produce and distribute Engage five times per year (four seasonal issues and one holiday edition which includes the annual calendar as an insert) in the amount of \$58,747.50 annually for three years, with the option for two renewals.



NOTICE - CITY OF NOVI

PRINTING SERVICES- COMMUNITY PUBLICATIONS (ENGAGE MAGAZINE & ANNUAL CITY CALENDAR)

REQUEST FOR PROPOSALS

COPY

This RFP is issued by the Purchasing Office of the City of Novi.

IMPORTANT DATES

RFP Issue Date	March 17, 2022
Last Date for Questions	Wednesday, March 30, 2022, by 12:00 pm ET Submit questions via email to: Tracey Marzonie, Purchasing Accountant tmarzonie@cityofnovi.org
Response Due Date	Tuesday, April 12, 2022, by 11:00 am ET Deliver to: City of Novi Attn: Finance Department 45175 Ten Mile Road Novi, MI 48375
Anticipated Interview Date	April 26, 2022, 9 am – 12 pm
Anticipated Award Date	May 9, 2022

DESCRIPTION:

The City of Novi is seeking qualified contractors to submit proposals to provide print and mailing services for two community publications including the Annual Report Calendar and Engage community program/recreation guide. The Annual Report Calendar will be print ready and the Engage! publication includes design services.

NOTICE TO PROPOSERS

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of RFP documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.mitn.info and obtain an official copy.

INSTRUCTIONS

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the RFP in the subject line. If you write anything else in the subject line, your email may be deleted as spam. Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting may be held. If so, the date, time and location will be indicated on the cover of this RFP. The meeting will begin promptly at the time indicated and will be closed thereafter to latecomers. It is the vendor/contractor's responsibility to take traffic, weather, etc. into consideration in order to arrive at the pre-bid meeting on time.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/services. The initial contract period will be from the date of award until June 30, 2020. Upon mutual consent of the City of Novi and the successful proposer, the contract may be renewed two (2) times in one (1) year increments.

CHANGES TO THE RFP/ADDENDA

Should any prospective Proposer be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Proposer find any patent ambiguity, inconsistency, or omission therein, the Proposer shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the specified person by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional RFP provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

PROPOSAL SUBMITTALS

Provide **two (2)** hard copies of your technical proposal, **one (1)** unbound signed and clearly marked as ORIGINAL, and **one (1)** copy of the original proposal, clearly marked as COPY, and **one (1)** digital copy on CD or flash drive. Original proposal may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling.

Please submit **two (2)** copies of your Fee Proposal *in a separate sealed envelope*. DO NOT INCLUDE ANY PRICING OR FEES IN YOUR TECHNICAL PROPOSAL. Technical

proposals and Fee Proposal envelope may be shipped in the same box. No other distribution of the proposal will be made by the Contractor.

Proposal must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

SUBMISSION OF PROPOSALS

To be considered, sealed proposals must be submitted, as specified in the Instructions section on or before the specified time and date. There will be no exceptions to this requirement. Faxed, emailed, or telephone proposals are not acceptable. The City of Novi shall not be held responsible for lost or misdirected proposals. The City reserves the right to postpone an RFP opening for its own convenience.

Proposals must be clearly prepared and legible and must be signed by an Authorized Representative of the submitting Company on the enclosed form when one is provided in the RFP documents. Proposals must show unit and total prices when requested. In case of mistakes in price extension, unit pricing shall govern. *ANY CHANGES MADE ON THE PROPOSAL FORM MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.*

A proposal may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Proposers are expected to examine all specifications and instructions. Failure to do so will be at the proposer's risk.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Any samples, CDs, DVDs or any other items submitted with your proposal will not be returned to the contractor.

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

CONSIDERATION OF PROPOSALS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the proposer states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The City hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE PROPOSALS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all proposals on a fair and uniform basis. Unit prices shall be submitted if space is provided on proposal form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete proposal if material information requested is not furnished, or where indirect or incomplete answers or information is not provided.

EXCEPTIONS

The City will not accept changes or exceptions to the RFP documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the proposal form. If Contractor neglects to make the notation on the proposal form but writes it somewhere else within the RFP documents and is awarded the contract, the change or exception will not be included as part of the contract. The original terms, conditions and specifications of the RFP documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered. The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest proposer, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

After contract award, notification will be posted on the MITN website at www.mitn.info.

The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

SELECTION PROCESS

This document is a Request for Proposals. It differs from an Invitation to Bid in that the City is seeking a solution as described herein, and not a bid meeting firm specifications for the lowest price. As such the lowest price will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based on criteria formulated around the most important features of the service, of which qualifications, experience, capacity and methodology, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a contractor's approach meets the desired requirements of the city. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified contractor submitting the best proposal.

GENERAL CONDITIONS

INSURANCE

A certificate of insurance naming the City of Novi as an additional insured must be provided by the successful proposer prior to commencement of work. A current certificate of insurance meeting the requirements in Attachment A is to be provided to the City and remain in force during the entire contract period.

CONTRACT RENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful proposer with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful proposer for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

All pricing is to be F.O.B. destination.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: invoices@cityofnovi.org. *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful proposer will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Proposer may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

DISCLOSURE

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by proposers prior to issuance of a contract.

SAMPLES

Samples may be requested by the City of Novi during bid evaluation. Samples shall be free to the City and will not be returned. Failure to provide samples or demonstrations on a timely basis will be justification for rejection of your proposal.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offeror certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition,

as to any matter relating to such prices with any other offeror or with any other Competitor; and

(b) ~~No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.~~

Each person signing the proposal certifies that:

(c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OFNOVI

PRINTING SERVICES-COMMUNITY PUBLICATIONS (ENGAGE MAGAZINE & ANNUAL CITY CALENDAR)

SPECIFICATIONS

SCOPE OF SERVICES

The City of Novi is seeking a vendor to develop, design, produce and distribute its Engage magazine five (5) times per year. The magazine will be designed to inform, entertain, educate, and inspire people to connect with and contribute to the Novi community through articles focusing on events, services, programs and opportunities. Four magazines will be seasonal (spring, summer, fall, winter) with a fifth magazine being produced as a "holiday" issue and include the annual City Calendar as an insert.

Qualified vendors must operate within a 100-mile radius of Novi, MI and employ adequate personnel and production capabilities to properly produce a high-quality magazine. The selected vendor must work closely with Novi's Community Relations staff to ensure the magazine meets Novi standards for quality and accuracy.

Vendor shall provide the following information (in this order):

1. Firm name, address of all offices, specify the office in which the work will be done.
2. Name, position, phone, email of project manager to be assigned.
3. Describe how the contractor will staff this project including the number of people and specific skills that will be utilized, i.e. project manager, graphic designer, writers, editors, sales manager, etc. and whether staff is in-house or subcontractors.
4. List and briefly describe any ongoing or completed similar magazine projects with names and contact information for each of these projects who may be contacted as references.
5. Describe prior experience in soliciting and securing advertising.
6. Provide proposed production schedule.
7. Please provide a hard copy example of similar work.

Vendor will be evaluated on reputation, experience, competence and knowledge of procedures applicable to project, experience in sales and advertising and service fee structure.

SPECIFICATIONS

Produce a high-quality, full-color magazine no fewer than 48 pages of which no more than 30% devoted to advertising unless otherwise instructed in writing.

All advertising and solicitation will be the sole responsibility of the contractor. The City has the right in advance to approve and/or reject sponsors or advertisers.

NEGOTIATION CONTRACT WITH FINALIST

Contract negotiations will be finalized with the most advantageous proposer by May 6, 2022. In the event that mutually agreeable terms cannot be reached, the City reserves the right to finalize a contract with the next most advantageous Proposer without undertaking a new procurement process.



**CITY OF NOVI
INSURANCE REQUIREMENTS
ATTACHMENT A**

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City.
4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

HOLD HARMLESS/INDEMNITY

1. The Contractor agrees to fully defend, indemnify and hold harmless the City, its City Council, its officers, employees, agents, volunteers and contractors from any claims, demands, losses, obligations, costs, expenses, verdicts, and settlements (including but not limited to attorney fees and interest) resulting from:
 - A. Acts or omissions by the Contractor, its agents, employees, servants and contractors in furtherance of execution of this Agreement, unless resulting from the sole negligence and tort of the City, its officers, employees, agents and contractors.
 - B. Violations of state or federal law involving whether administrative or judicial, arising from the nature and extent of this Agreement.
 - C. The Contractor agrees to defend the City from and against any and all actions or causes of action, claims, demands or whatsoever kind or nature arising from the operations of the Contractor and due to the acts or omissions of the Contractor or its agents, including, but not limited to, acts of omissions alleged to be in the nature of gross negligence or willful misconduct. The Contractor agrees to reimburse the City for reasonable attorney fees and court costs incurred in the defense of any actions, suits, claims or demands arising from the operations of the Contractor under this Agreement due to the above-referenced acts or omissions.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further

the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.

3. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.

CONTRACT FOR PRINTING SERVICES – COMMUNITY PUBLICATIONS

This Agreement shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and _____, whose address is _____, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence as of the date of the last signature and end on June 30, 2025. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount services and materials as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Contractor up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in

accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.

- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth on Schedule B, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule B.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement,

SAMPLE AGREEMENT

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date last listed below.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

WITNESS AND DATES
OF SIGNATURES:

CONTRACTOR

Date: _____

By:
Its:



cityofnovi.org

CITY OF NOVI

**PRINTING SERVICES-COMMUNITY PUBLICATIONS
(ENGAGE MAGAZINE & ANNUAL CITY CALENDAR)**

FEE PROPOSAL FORM

We the undersigned, as proposer, propose to furnish to the City of Novi, according to the specifications, terms, conditions and instructions attached hereto and made a part thereof:

ENGAGE MAGAZINE (5 ISSUES)

Item No.	Description	Qty	Unit of Measure	Unit Price	Total Per Issue	City Cost (30%) Per Issue	Printer Cost (70%) Per Issue
1	Design & Print Magazine	1 Production Fixed Cost Per Issue - 15,000	Each	0.63	19,845	5,953.50	13,891.50

ADVERTISEMENTS

Item No.	Description	Qty	Unit of Measure	Total
2	Back Cover Advertisement	1	Each	\$2,500.00
3	Inside Front/Back Cover Advertisement	1	Each	\$2,000.00
4	Full Page Advertisement	1	Each	\$1,500.00
5	Half Page Advertisement	1	Each	\$750.00
6	Quarter Page Advertisement	1	Each	\$450.00

ANNUAL REPORT CALENDAR (Issued one time annually)

No design services would be required. Include cost of magnetic strip insertion.

Cost for 4 pages		Estimated 28 pages		Total Unit Cost (per calendar)
\$.135	x	7	=	\$.92

	X	31,500
TOTAL COST		\$28,980.00

Production/delivery time 10 days from final approval of art.

We acknowledge receipt of the following Addenda: _____
(please indicate numbers)

EXCEPTIONS TO SPECIFICATIONS (all exceptions must be noted here or included on additional sheet):

Note that we charging a \$15,000 Flat Cost per edition. The reason behind this is because of the unpredictability of paper availability.
This also reflects in labor shortage and the timing of ordering said paper ahead of time to guarantee a placement per job per quantity.

COMMENTS: Flat fixed cost of 15,000 plus the 30% manufacturing cost (5,953.50) is the total cost per edition.

THIS PROPOSAL SUBMITTED BY:

Company (Legal Registration) Accuform Printing & Graphics

Address 7231 Southfield

City Detroit State MI Zip 48228

Telephone 313-271-5600 Fax 313-271-4579

Representative's Name Paul Johnson

Representative's Title Account Manager

Authorized Signature 

E-mail pauljohnson@accuform.net

Date 04/11/2022