



**NOTICE - CITY OF NOVI**  
**PRINTING SERVICES- COMMUNITY PUBLICATIONS**  
**(ENGAGE MAGAZINE)**

**REQUEST FOR PROPOSALS**

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

**IMPORTANT DATES**

|                                           |                                                                                                                                                        |
|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| RFP Issue Date                            | Thursday, November 7, 2024                                                                                                                             |
| Last Date for Questions                   | Tuesday, November 19, 2024, by 12:00 pm ET<br>Submit questions via email to:<br>Tracey Marzonie, Purchasing Accountant<br>tmarzonie@cityofnovi.org     |
| Response Due Date                         | <b>Wednesday, December 4, 2024, by 11:00 am ET</b><br>Deliver to:<br>City of Novi<br>Attn: Finance Department<br>45175 Ten Mile Road<br>Novi, MI 48375 |
| Anticipated Interview Date<br>(if needed) | <b>December 18, 2024, 9 am – 12 pm</b>                                                                                                                 |
| Anticipated Award Date                    | <b>January 27, 2025</b>                                                                                                                                |

**DESCRIPTION:**

The City of Novi is seeking qualified contractors to submit proposals to provide print and mailing services for the Engage community program/recreation guide. 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](http://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 **December 31, 2025**. 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](http://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**

Proposals may be submitted by mailing hard copies to the address shown above, OR by uploading proposal to the MITN website at [www.mitn.info](http://www.mitn.info).

All hard copy bids (1 copy) must be submitted in a SEALED envelope marked **"PRINTING SERVICES- COMMUNITY PUBLICATIONS (ENGAGE MAGAZINE)"** to the address shown on the Notice above.

Proposals which are uploaded to the MITN ([www.mitn.info](http://www.mitn.info)) website must be uploaded by the due date and time. Allow sufficient time to go through the uploading process. The

MITN system will not allow for late submittals. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

**For assistance on how to upload, contact MITN directly at (800) 835-4603.**

As this RFP is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the RFP documents. In the event of conflict between versions of the RFP submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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](http://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.

### **Evaluation Criteria**

1. Reputation in the industry.
2. Relevant experience.
3. Competence and knowledge of procedures applicable to project.
4. Experience in sales and advertising.
5. Service Fee.

## **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](mailto: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)**

**SPECIFICATIONS**

**SCOPE OF SERVICES**

The City of Novi is seeking a vendor to develop, design, produce and distribute its Engage magazine three (3) 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. The magazines will be seasonal: winter/spring, summer, and fall. The winter/spring edition will include the Novi Chamber Directory on the reverse back cover and utilizing no more than 36 pages.

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.

**Evaluation Criteria**

1. Reputation in the industry.
2. Relevant experience.
3. Competence and knowledge of procedures applicable to project.
4. Experience in sales and advertising.
5. Service Fee.

**SPECIFICATIONS**

Produce a high-quality, full-color magazine no fewer than 60 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.

The Contractor will be responsible for design, layout, and photography. The selected vendor will work with City Community Relations representatives in making appropriate design selections and establishing guidelines and standards for the layout and printing of publications as scheduled.

The City of Novi will be responsible for 75% of the Engage magazine production/printing costs and postage with all remaining costs associated with this project being the responsibility of the Contractor, to be offset by advertising revenue.

The City will determine editorial themes and content of the publication and assumes final proofreading responsibility; this does not eliminate the Contractor's editorial responsibility. The Contractor will make all changes as requested by the City at each review period.

The City of Novi has the right to approve and/or reject all advertisers and articles.

Print 33,000 magazines, specifications - size approx. 8.5"x11", perfect bound.

Contractor will mail one magazine to every Novi mailing address (approx. 33,000) with the remainder delivered to the Community Relations Department at the Novi Civic Center, 45175 Ten Mile Road, Novi, MI 48375.

Deliver a digital PDF with live links for web posting.

## **PRICING**

Vendor must submit pricing for the publication taking into account all expenses and advertising revenue related to the creation, printing and distribution of the magazine.

**The contract commences with the Summer 2025 edition of Engage to be mailed to homes in mid April 2025.**

## **SELECTION OF FINALISTS**

The evaluation team will select the finalists. Finalists may be invited to participate in interview if necessary.

## **NEGOTIATION CONTRACT WITH FINALIST**

Contract negotiations will be finalized with the most advantageous proposer by January 31, 2025. 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 December 31, 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, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Victor Cardenas and City Clerk Cortney Hanson  
Contractor: \_\_\_\_\_
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.
- J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

**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: Justin Fischer  
Its: Mayor

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Cortney Hanson  
Its: Clerk

WITNESS AND DATES  
OF SIGNATURES:

CONTRACTOR

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By:  
Its:



**CITY OF NOVI**  
**PRINTING SERVICES-COMMUNITY PUBLICATIONS**  
**(ENGAGE MAGAZINE)**

**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 (3 ISSUES)**

| Item No. | Description             | Qty    | Unit of Measure | Unit Price | Total (per issue) | City Cost (75%) Per issue | Printer Cost (25%) Per issue |
|----------|-------------------------|--------|-----------------|------------|-------------------|---------------------------|------------------------------|
| 1        | Design & Print Magazine | 33,000 | Each            |            |                   |                           |                              |

**ADVERTISEMENTS**

| Item No. | Description                           | Qty | Unit of Measure | Total |
|----------|---------------------------------------|-----|-----------------|-------|
| 2        | Back Cover Advertisement              | 1   | Each            |       |
| 3        | Inside Front/Back Cover Advertisement | 1   | Each            |       |
| 4        | Full Page Advertisement               | 1   | Each            |       |
| 5        | Half Page Advertisement               | 1   | Each            |       |
| 6        | Quarter Page Advertisement            | 1   | Each            |       |

**We acknowledge receipt of the following Addenda:** \_\_\_\_\_  
 (please indicate numbers)

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

---



---



---



---



---



---

**COMMENTS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**THIS PROPOSAL SUBMITTED BY:**

Company (Legal Registration) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_

Representative's Name \_\_\_\_\_

Representative's Title \_\_\_\_\_

Authorized Signature \_\_\_\_\_

E-mail \_\_\_\_\_

Date \_\_\_\_\_