CITY of NOVI CITY COUNCIL



Agenda Item N August 27, 2018

SUBJECT: Approval to award the contract for design and printing of the Annual Report Calendar to Accuform Printing & Graphics in the amount of \$32,085 for the 2019 calendar and to amend the budget.

SUBMITTING DEPARTMENT: Community Relations

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$32,085
AMOUNT BUDGETED	\$25,000
APPROPRIATION REQUIRED	\$15,000 (includes postage and delivery)
LINE ITEM NUMBER	101-295.00-888.000

BACKGROUND INFORMATION:

Earlier this year, a Request for Proposals (RFP) was placed on the Michigan Intergovernmental Trade Network (MITN) website for design and printing services for the Annual Report Calendar as the previous contract has expired.

The 2019 calendar will be a special commemorative calendar highlighting Novi's 50^{th} Anniversary. The calendar will be 10x17 and feature a unique tidbit about Novi on every day of the month. The 2020 & 2021 calendars will revert back to our standard 8 ½ x11 version.

Three proposals were received. The proposals were evaluated for quality of printing samples, time to perform the work, approach to the project and references. After reviewing the submittals, the fee proposals for two firms – Accuform Printing & Graphics and Indiana Printing, were opened.

Indiana Printing's fee had an obvious material error that cause staff to have concerns about their willingness and ability to fulfill the contract for three years.

It is recommended the contract is awarded to Accuform Printing & Graphics based on their proven ability to deliver a high-quality product and provide excellent service. The contract will be for one year with two renewal options.

Per unit printing cost of 2019 Annual Report Calendar: \$32,085/31,000 copies = \$1.035 each and subsequent year's (2020 & 2021): \$16,368/31,000 copies = \$0.53 each.

RECOMMENDED ACTION:

Approval to award the contract for design and printing of the Annual Report Calendar to Accuform Printing & Graphics in the amount of \$32,085 for one year, and to amend the budget.

RESOLUTION

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for additional design and printing fees of the Annual Report Calendar is authorized:

INCREASE (DECREASE)

General Fund				
APPROPRIATIONS				
City Attorney				
Other Services and Charges		(15,000)		
Community Relations				
Other Services and Charges		15,000		
	\$			
Net Increase (Decrease) to Fund Balance	\$			

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on August 27, 2018

Cortney Hanson City Clerk



CITY OF NOVI COST PROPOSAL FORM

PRINTING SERVICES – COMMUNITY PUBLICATIONS

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

1. ANNUAL REPORT CALENDAR 2019 (issued once)

No design services are required. Contractor will be provided with a print-ready version of publication and will print, provide mailing services, delivery to Post Offices and City facilities. Do not include postage in the cost.

Cost for 4 pages		Estimated 28 pages		Cost for cover (4 pages)			Total Unit Cost (per calendar)
\$.125	×	7	+	\$.16	=	\$	1.035
						x	31,000
				TOTAL	COST	\$	32,085.00

Production/delivery time 12-15 days from proof approval

2. ANNUAL REPORT CALENDAR 2020 & 2021 (issued one time annually)

No design services would be required. Contractor will be provided with a printready version of publication and will print, provide mailing services, delivery to Post Offices and City facilities. Do not include postage in the cost.

Cost for 4 pages		Estimated 32 pages		Cost for cover (4 pages)			Total Unit Cost (per calendar)
\$.055	x	8	+	\$.088	=	\$.528
			la sua	1		x	31,000
				TOTAL	COST	\$	16,368.00

Production/delivery time _____9-12 days from proof approval

3. ENGAGE! (Community Program/Recreation Guide, issued four times/year) All inclusive – Design/editing, up to 4 proofs/revisions, printing, mailing services, delivery to Post Offices and City facilities. Do not include postage in the cost.

Cost per 4 pages		Estimated 100 pages per book		Cost for cover (4 pages)	Total Unit Cost (per book)
\$.031	x	25	+	\$.1258	\$.9008
				// · · · · · · · · · · · · · · · · · ·	X 31,000
				TOTAL COST	\$ 27,924.80

Production/delivery time ______ Real time _______ Real time _______ Real time _______ Real

4. ALTERNATE #1 - ENGAGE! (Community Program/Recreation Guide, issued four times/year)

Does not include design/editing. Contractor will be provided with a print-ready document. Includes printing, mailing services, delivery to Post Offices and City facilities. Do not include postage in the cost.

Cost per 4 pages		Estimated 100 pages per book		Cost for cover (4 pages)	Total Unit Cost (per book)
\$.031	x	25	+	\$.089	\$.864
					X 31,000
				TOTAL COST	\$ 27,784.00

Production/delivery time <u>8-10 days from proof approval</u>

RUSH CHARGES

Define the circumstances that would result in rush charges and all costs. I can not see any reason for rush charges? this has never happened!

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ADDITIONAL CHARGES/FEES

Any and all potential additional charges & fees must be indicated here.

		11
-		
CEPTIONS TO SPECIFICATIONS I exceptions to specifications <u>must</u> be shown here. structions to Proposers section.	See Exceptions	paragraph in
	and the second	
bes your proposal price include the use of Certified		
pes your proposal price include the use of Certified	FSC recycled p	aper and soy in No
bes your proposal price include the use of Certified e your labeled samples included?		
	X Yes	No
e your labeled samples included?	X Yes	No
e your labeled samples included?	X Yes	No
e your labeled samples included? e acknowledge receipt of the following Addenda:	X Yes	No
e your labeled samples included? e acknowledge receipt of the following Addenda:	X Yes	No

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NON-IRAN LINKED BUSINESS

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1)that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal is not an "Iran linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and (3) That I and the company submitting this proposal will immediately comply with any further certifications or information submissions requested by the City in this regard.

THIS PROPOSAL IS SUBMITTED BY:

Firm Name: Gail Konczal (Accuform Printing & Graphics)
Address: 7231 Southfield
City/State/ZipCode: Detroit, MI 48228
Phone Number: <u>313.271.5600</u> Fax Number: <u>313.271.4579</u>
Representative's Name (please print) (Paul) Johnson
Representative's Signature:
Representative's Title: Sales Representative
E-mail Address: _pauljohnson@accuform.net
Date:04/23/2018



NOTICE - CITY OF NOVI REQUEST FOR PROPOSALS

PRINTING SERVICES – COMMUNITY PUBLICATIONS

The City of Novi will receive sealed proposals for **Printing Services – Community Publications** according to the specifications of the City of Novi.

Sealed technical proposals, with the cost proposal form in a separate sealed envelope, will be received until 2:00 P.M. prevailing Eastern Time, Tuesday, April 24, 2018. Cost proposals will not be opened at this time.

Proposals shall be addressed as follows and delivered to:

CITY OF NOVI FINANCE DEPARTMENT 45175 Ten Mile Rd. Novi, MI 48375-3024

OUTSIDE OF MAILING ENVELOPES MUST BE PLAINLY MARKED "**PRINTING SERVICES – COMMUNITY PUBLICATIONS RFP**" AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest proposer, to 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 interest of the City of Novi.

> Sue Morianti Purchasing Manager

Notice dated: April 2, 2018

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 Contractors 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, <u>www.mitn.info</u> and obtain an official copy.





PRINTING SERVICES – COMMUNITY PUBLICATIONS

INSTRUCTIONS TO PROPOSERS

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

IMPORTANT DATES

RFP Issue Date	April 2, 2018
Last Date for Questions	Monday, April 16, 2018 by 12:00 P.M. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Tuesday, April 24, 2018 by 2:00 P.M. EDT
Anticipated Award Date	May 21, 2018

PROPOSAL SUBMITTALS

Provide three (3) copies of your proposal, one (1) unbound signed and clearly marked as ORIGINAL, and two (2) copies of the original proposal, clearly marked as COPY. 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. COST PROPOSAL FORMS MUST BE SEALED IN A SEPARATE ENVELOPE. DO NOT INCLUDE ANY PRICING OR COSTS IN YOUR TECHNICAL PROPOSAL. The sealed envelope containing the Cost Proposal form may be mailed in the same package with the technical proposal.

The technical proposal will consist of Contractor Questionnaire, your samples, and any other documentation you would like to include to indicate your firm's qualifications. DO NOT INCLUDE ANY PRICING IN YOUR TECHNICAL PROPOSAL. Samples will not be returned to proposers.

No other distribution of the proposals will be made by the Contractor. Proposals 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.

CHANGES TO THE RFP/ADDENDUM

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 Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at <u>www.mitn.info</u>. 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.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products/ services. The contract period will be for one (1) year based on the number of issues to be produced in one year. 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 at the same terms and conditions of the original contract.

SUBMISSION OF PROPOSALS

Proposals must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of RFP. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed proposals, with cost proposal form in a separate sealed envelope, must arrive at City Clerk's Office, on or before the specified time and date. There will be no exceptions to this requirement. Proposal is considered received when in the possession of the City Clerk. Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposal. Proposals received after the closing date and time will not be accepted or considered. Faxed, emailed, or telephone bids 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. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR PROPOSAL MAY BE CONSIDERED NON-RESPONSIVE.**

A proposal may be withdrawn in person before the stated due date/closing time by giving written notice to the Purchasing Manager. After the stated closing time, the proposal may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time. In case of error by the Proposer in making up a proposal, the Purchasing Manager may, by discretion, reject such a proposal upon presentation of a letter by the Proposer which sets forth the request to withdraw the proposal and specifying the error, the cause thereof, and sufficient evidence to substantiate the claim. Any Proposer who withdraws their proposal after the due date/closing time may be prohibited from bidding, proposing, or quoting on any other City projects, bids and/or RFP's for a period of three years.

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.

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.

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, a summary of total price information for all submissions will be posted on the MITN website at <u>www.mitn.info</u>.

The City may, from time to time, find it necessary to continue this contract on a monthto-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.

VENDOR DISQUALIFICATION

The City maintains the right to disqualify vendors under the following conditions:

- 1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference;
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;
 - (d) Exhibited poor quality of performance in delivering the service;
 - (e) Delivered poor quality of goods;
 - (f) Failed to comply with laws and ordinances relating to the contract performance;
 - (g) Defaulted on its quotations;
 - (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
- 2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

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.

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.

SHIPPING/HANDLING CHARGES

All bid/proposal 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 <u>invoices@cityofnovi.org</u>. This email is to be used for invoices and statements only. **Do not use this email address for sales or advertising**. We are unable to respond to any inquiries from this email.

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.

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.

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 OF NOVI



PRINTING SERVICES – COMMUNITY PUBLICATIONS

SPECIFICATIONS

SCOPE OF WORK

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. We are also asking for an Alternate price for Engage! that does not include design.

SPECIFICATIONS

ANNUAL REPORT CALENDAR (2019)

Quantity: 31,000 (once)

- 10 x 17" finished size
- 28 pages, four-color process, 80# matte text #2 grade
- 4 page cover, four-color process, 80# matte cover, #2 grade
- Postcard 10" x 4", perforated at 5", 90# card stock, printed on 2 sides with black ink, stitched in
- Saddle stitched
- ¼" hole for hanging
- Unit price (per calendar) is to include mailing services as indicated in the "MAILING" section, including delivery to Post Offices & City.
- Pricing to include all necessary proofs/revisions.
- Carrier Route Distribution

Approximately 30,000 calendars are to be properly processed for mailing, route sorted & delivered to the appropriate Post Office (Walled Lake, Novi and Northville Post Offices). Route data will be provided by the City. No addresses are necessary as calendars are sent to all residents and businesses in the City.

The contractor will also deliver approximately1,000 annual report calendars to the Novi Civic Center.

ANNUAL REPORT CALENDAR (2020, 2021)

Quantity: 31,000 (once per year)

- 11 x 8.5 " finished size
- 32 pages, four-color process, 80# matte coated text #2 grade
- 4 page cover, four-color process, 80# gloss enamel cover, #2 grade
- Postcard 10" x 4", perforated at 5", 90# card stock, printed on 2 sides with black ink, stitched in
- Saddle stitched
- ¼" hole for hanging
- Unit price (per calendar) is to include mailing services as indicated in the "MAILING" section, including delivery to Post Offices & City.

- Pricing to include all necessary proofs/revisions.
- Carrier Route Distribution

Approximately 30,000 calendars are to be properly processed for mailing, route sorted & delivered to the appropriate Post Office (Walled Lake, Novi and Northville Post Offices). Route data will be provided by the City. No addresses are necessary as calendars are sent to all residents and businesses in the City.

The contractor will also deliver approximately1,000 annual report calendars to the Novi Civic Center.

ENGAGE! (Community Program/Recreation Guide)

Quantity: Approximately 31,000 per issue (four times annually)

- Designed by selected contractor
- 100-page guide 8 ½ x 11, four-color process throughout
- Saddle Stitched
- Postcard 10" x 4", perforated at 5", 90lb card stock, printed on sides, black ink, stitched or blown in
- 70# gloss text pages and 100lb gloss text cover
- Preferred Certified SFC recycled paper and soy inks
- Unit pricing (per book) is to be "all inclusive" (from design to delivery to Post Office)
- Pricing to include up to 4 proofs/revisions.
- Carrier Route Distribution.

Approximately 30,000 Engage! are to be properly processed for mailing, route sorted, and delivered to the Novi, Northville and Walled Lake post offices (or centralized Post Office distribution center as determined by the City of Novi.). Route data will be provided by the City. No addresses are necessary as Engage! is sent to all residents and businesses in the City.

Contractor will also deliver approximately 1,000 Engage! to the Novi Civic Center and Novi Public Library.

ALTERNATE #1 - ENGAGE!

Same specifications as indicated above, but does not include design. The City will provide print-ready document(s).

PUBLICATION SAMPLES

The publications (in PDF format) may be found at the link below:

Engage! <u>http://cityofnovi.org/City-Services/Parks,-Recreation-and-Cultural-Services/Engage!-Recreation-Guide.aspx</u>

Samples of the Annual Report Calendar and Engage! publications are available for pickup at the Information Desk at the Novi Civic Center, 45175 Ten Mile Rd., Novi, MI 48375.

DESIGN

The City will provide all written content to the designer in Microsoft Word or print ready PDF. Some verbal edits of content may be required.

The City will provide all photos for the Annual Report Calendar. **Necessary stock imagery will be provided by designer/printer** at no cost to the City. Map art will be provided by the City.

The City will provide most photos for Engage!. Designer/Printer may be required to provide some stock photos & imagery, which will be provided to the City at no additional cost.

The City will provide camera ready art for the advertisement sections and the City will collect the revenue for the ads.

Photos provided by City will be high resolution images.

The contractor will be provided an original InDesign file at beginning of contract for the Engage! publications to use as a template.

Contractor will provide final InDesign file on disk for each publication within two (2) weeks of completion, at the City's request. Native files and font files become the property of the City of Novi.

Engage! publications are posted on the City's website. A 12MB (or smaller) PDF must be provided to the City by 5 p.m. Eastern Time the next business day after final approval.

The contractor shall provide pre-press proofs or PDF proofs (as determined by the City) for the City's review and approval. Corrections will be returned to the contractor marked "OK," "OK with corrections," or "Revised Proof Required," and signed by the City. Pricing for Engage! must include up to four (4) PDF proofs/revisions each. The pricing for the Annual Report Calendar must include all proofs/revisions.

Contractor shall designate the name of the Graphic Designer who will be assigned to the City of Novi's projects with their proposal. Failure to provide this name could result in rejection of your proposal.

Contractor is responsible for work of Graphic Designer. If Graphic Designer fails to provide contractor with the completed product which requires contractor to key in data or other work, the City is not responsible and will pay no additional charges.

PRODUCTION

The City reserves the right to reduce or increase the quantity of publications produced annually as well as eliminate a publication. Printed quantities are estimated.

Contractor must include production and delivery timeframe in proposal.

Contractor must provide costs for rush charges. Contractor will clearly specify/define the circumstances that determine rush charges on the proposal form and the associated costs.

Production services must be provided by the Contractor submitting the proposal. No subcontracting may be done without the written authorization by the City of Novi.

MAILING

All packing and crating, sorting, folding, tabs, and delivery to post offices (Novi, Northville and Walled Lake), and delivery to the Novi Civic Center/Novi Public Library will be included in proposal. No insurance or parcel post, UPS or Federal Express charges will be allowed unless authorized by the City. All materials are to be packed in a manner allowing their proper storage without damage through exposure.

POSTAGE

The City will be responsible for postage. Contractor will print publications with the City's permit number.

PROPOSAL SUBMISSION

Contractor will provide an "all inclusive" price for the design, printing, addressing, mailing services, and delivery to post office(s) and Novi Civic Center/Novi Public Library according to the specifications.

All pricing on proposal form will be assumed to meet the specifications. Any "Exceptions" to the specifications MUST be indicated on the proposal form.

All pricing submitted on the Cost Proposal Form <u>must</u> be quoted based on our specifications as listed in this RFP and any addendums. Contractor may submit a quotation on their quotation form, but it must be labeled "Alternate Proposal" if it does not meet the City's specifications and any deviations from the City's specifications must be clearly indicated.

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. 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 meet s 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.

PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated and ranked using the following criteria. Contractor should be sure they have provided sufficient information for each category:

- 1. Qualifications & Experience
- 2. Comparable Projects and References
- 3. Capacity to Perform the Work
- 4. Methodology (Work Plan)
- 5. Cost (Cost proposal form will be opened only for the short list of firms who are determined to be the most qualified.)

An on-site visit of your plant to examine the equipment and facilities and to determine the ability of the contractor to perform the work in accordance with the requirements of the RFP may be part of the evaluation process.

SAMPLES REQUIRED

Failure to provide samples may result in rejection of your proposal. Samples will not be returned.

Print Samples

Three (3) samples of four-color projects (with at least one calendar). The name of the Respondent and Printer must be clearly attached to each sample.

Design Samples

Three (3) samples of four-color projects (with at least one calendar) completed by the designer proposed for the Novi publications. *The name of the Respondent and Designer must be clearly attached to each sample.*

REFERENCES

The contractor must provide the references as requested on the Contractor Questionnaire.



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.