

**REQUEST FOR PROPOSAL (RFP) NOTICE**
RFP #2026010 PRINTING SERVICES

| | |
|---|--------------------------------------|
| Solicitation Number: | 2026010 |
| Issue Date: | June 17, 2026 |
| All meeting times are listed in Eastern Time (ET). | |
| Pre-Proposal Meeting: | July 1, 2026, at 10:00 a.m. |
| Pre-Proposal Teams Link: | Join the meeting now |
| Meeting ID: | Meeting ID: 255 764 708 976 351 |
| Passcode: | Passcode: B4QR6aK3 |
| Questions Due: | July 6, 2026, at 5:00 p.m. |
| Proposal Due Date: | July 15, 2026, at 10:00 a.m. |
| Submit Proposal Via: | County website |
| Contract Term: | Five (5) Year As Needed Contract |

All documents regarding this proposal may be viewed or downloaded at [County website](#).

Kalamazoo County is seeking qualified Offerors to provide **commercial printing, mailing, and related services for County departments and offices. Services will be requested on an as-needed basis and may include standard printing, large-format printing, finishing, delivery, mailing services, and more.**

Awards shall be based on the Evaluation Criteria using the evaluation tool provided as a separate attachment. Award recommendations will be provided to the Kalamazoo County Board of Commissioners or the County Administrator, for final approval as authorized. Contract award(s) are contingent upon approval of available budget.

Questions and requests for clarification related to definition or interpretation of this RFP shall be submitted in writing prior to **date and time specified above** by email to: purchasing@kalcounty.gov.

RFP #2026010 PRINTING SERVICES
TABLE OF CONTENTS

| | |
|--|-----------|
| REQUEST FOR PROPOSAL (RFP) NOTICE | 1 |
| TABLE OF CONTENTS | 2 |
| INSTRUCTIONS FOR OFFERORS..... | 4 |
| A. Schedule | 4 |
| B. Proposal Submittal | 4 |
| C. Questions | 4 |
| D. Offeror Communications | 4 |
| E. RFP Process | 5 |
| F. Proposal Format and Organization | 7 |
| G. Evaluation and Selection..... | 8 |
| H. County Commitment..... | 8 |
| I. Late, Modified, or Withdrawn Proposals..... | 8 |
| J. Due Diligence..... | 8 |
| K. Protest Procedure | 8 |
| L. Debrief..... | 8 |
| M. Prohibited Contracts..... | 9 |
| N. Tax Exempt | 10 |
| O. Reservation of Rights | 10 |
| P. Responsiveness and Responsibility..... | 11 |
| Q. Acceptance Period | 11 |
| R. Non-Collusion..... | 12 |
| S. Debarment | 12 |
| EVALUATION CRITERIA..... | 13 |
| SUBMITTAL REQUIREMENTS | 15 |
| DRAFT CONTRACT..... | 17 |
| ARTICLE 1: PERFORMANCE OF WORK..... | 17 |
| ARTICLE 2: COMPENSATION..... | 17 |

| | |
|---|-----------|
| ARTICLE 3: CONTRACT TERM..... | 18 |
| ARTICLE 4 - COMPONENT PARTS OF THIS CONTRACT | 18 |
| ARTICLE 5: GENERAL TERMS AND CONDITIONS | 18 |
| EXHIBIT A – STATEMENT OF WORK | 25 |
| A. Background | 25 |
| B. Scope of Work..... | 25 |
| C. Specifications | 25 |
| D. Price Reasonableness & Competitive Pricing | 31 |
| E. Sustainable Purchasing Considerations..... | 31 |
| EXHIBIT B – INSURANCE REQUIREMENTS | 33 |
| EXHIBIT C – PRICING SCHEDULE..... | 35 |
| EXHIBIT D – PROPOSAL AND ADDENDA..... | 36 |

INSTRUCTIONS FOR OFFERORS

A. Schedule

The County's timeline for this RFP, located on the Notice Page, is subject to change at any time at the County's sole discretion. The actual timing and sequence of events resulting from this RFP will ultimately be determined by the County.

B. Proposal Submittal

Offerors must submit a complete proposal in accordance with the Request for Proposal (*RFP Submission Template*) provided with this solicitation. Proposals must be electronically uploaded through the [County website](#) before the date and time listed on the Notice Page.

The County's determination regarding the timeliness or responsiveness of any submission shall be final. The County reserves the right, at its sole discretion, to waive minor defects or irregularities that do not materially affect the integrity of the procurement process.

C. Questions

1. Questions regarding this RFP must be submitted in writing via email to purchasing@kalcounty.gov by the date and time listed on the Notice Page and in accordance with Section J (Duty to Inquire).
2. Questions will not be accepted by telephone. Oral explanations or instructions shall not be considered binding on behalf of the County. Official responses will be issued through written addenda posted to the [County website](#).
3. Duty to Inquire. If an Offeror discovers discrepancies, omissions, or ambiguity in the RFP or related documents, the Offeror must submit a written question to the County prior to the question deadline.

D. Offeror Communications

1. From the issuance of this solicitation until contract award, all communications regarding this RFP must be directed to the Purchasing Division only. **Unauthorized contact with County officials, employees, or representatives may result in the Offeror being deemed non-responsive.**

2. If an Offeror issues a public announcement or otherwise communicates in a manner that compromises the integrity of the procurement process or restrains competition, the Offeror may be removed from consideration.
3. Audio or video recording of conferences, presentations, negotiations, debriefings, or other communications with the County regarding this RFP is prohibited unless specifically authorized in writing by the Purchasing Division.

E. RFP Process

1. Documents. RFP documents will be available on the [County website](#).
2. Pre-Proposal Meetings. The County reserves the right to host pre-proposal meeting(s). Attendance may be mandatory if specified in the Notice Page.
3. Evaluation. Proposals will be evaluated by an Evaluation Committee (EC). Evaluation scores reflect the professional judgment of the EC based on the quality, completeness, and relevance of the information provided.

The County may, at any time, restart evaluations, modify or replace the membership of the EC, or correct any deficiencies in the procurement process or evaluation.

- 3.1. Competitive Range. The County may establish a competitive range consisting of the most highly rated proposals. Proposals outside the competitive range may be excluded from further consideration.
- 3.2. Phase 1 – Proposal Evaluation. During Phase 1, the Evaluation Committee will review and score all proposals based on the criteria outlined in the solicitation. This phase evaluates the Offeror's written submission, including experience, qualifications, project understanding, capacity, and other relevant factors. Based on the Phase 1 scores, the highest-ranked Offerors may be shortlisted and invited to participate in interviews.
- 3.3. Phase 2 – Interview Evaluation. During Phase 2, shortlisted Offerors will participate in interviews with the Evaluation Committee. The interviews will provide an opportunity for the Offerors to present their team and approach and respond to questions from the committee. Interview performance will be scored based on the interview criteria published. Interview scores will be combined with Phase 1 scores unless otherwise stated.
4. Clarifications. The Purchasing Division will determine the appropriate means of requesting and obtaining clarification, which may include telephonic

communication, email, letter, presentation, oral interview, or an addendum or revision to the proposal. The County may invite Offerors to make presentations to, or participate in interviews with, the County at a date, time, and location determined by the County.

Clarifications are intended to resolve minor ambiguities, correct clerical errors, or obtain additional explanation regarding information already contained in the proposal. Clarifications shall not be used to permit an Offeror to materially modify its proposal, alter pricing, or submit information that would have affected the proposal's responsiveness if originally omitted.

Notwithstanding the foregoing, the County is not obligated to seek clarification from any Offeror. The failure of the County to request clarification shall not be grounds for protest or challenge to the evaluation process. Offerors are therefore advised to submit complete and accurate information in their proposal.

5. Negotiations. At any point in the evaluation process, the EC may authorize discussions and/or negotiations to be held with one or more Offerors in the competitive range. Discussions may include requests for revised proposals, Best and Final Offers (BAFOs), improved pricing, better terms, and/or addenda to the proposal that may contain additional evaluation factors.

Negotiations may be conducted with one or more Offerors at the County's sole discretion and may occur sequentially or concurrently. The County reserves the right to terminate negotiations with any Offeror at any time and proceed with negotiations with another Offeror whose proposal is determined to be in the best interest of the County.

Nothing in this section obligates the County to conduct negotiations, request revised proposals, or solicit a BAFO. The County reserves the right to make an award based solely on the initial proposals received.

6. Award Recommendation. The EC, with Purchasing's approval, will make award recommendation to the Board of Commissioners or County Administrator that award or negotiations be made to one or more Offerors.
7. Notice of Award (NOA). After approval from the Board of Commissioners or County Administrator, the Purchasing Division will send selected Offeror an NOA.

The County may rescind or modify the NOA at any time due to unsuccessful negotiations or if the County otherwise determines that it is in its best interest to do so.

8. Contract. The Offeror whose proposal is ranked highest based on best value to the County may be awarded a contract directly or may enter into contract negotiations with the County. Upon successful completion of negotiations, the County may award one or more contracts.

F. Proposal Format and Organization

9. Proposals must follow the structure outlined in the *RFP Submission Template*. Offerors are responsible for ensuring all required materials are included. Proposals should be concise, clearly organized, and formatted to print on standard 8.5" x 11" pages.
10. Cost information must be submitted only within the designated pricing exhibit. Pricing appearing elsewhere in the proposal will not be considered.
11. Each proposal shall be typed and be concise but comprehensive. Proposals shall not include unnecessarily elaborate brochures, visual or other presentations, or artwork beyond what is sufficient to present a complete and effective proposal.
12. **Confidential / Proprietary Exhibit (Optional)**. If an Offeror wishes to designate certain information as confidential or proprietary, such information must be submitted as a separate attachment clearly labeled "Confidential / Proprietary."
 - 12.1. Any information claimed as confidential must be clearly identified and each page containing such information must be marked "Confidential." The Offeror must comply with the procedures outlined in the Michigan Freedom of Information Act (FOIA), MCL 15.231 et seq.
 - 12.2. Confidential or proprietary information must be provided in a separate attachment. If confidential information is submitted together with non-confidential information within the same document, the County may, at its sole discretion, remove the confidential designation or determine the proposal to be nonconforming.
 - 12.3. In accordance with FOIA, the County will not treat pricing, cost information, or proposed contract terms and conditions as confidential or proprietary.
 - 12.4. If the County determines that information has been improperly designated as confidential or proprietary, the County may, at its sole discretion:
 - 12.4.1. Deem the information releasable;
 - 12.4.2. determine the proposal to be nonconforming or non-responsive;
or
 - 12.4.3. take any other action deemed appropriate by the County.

- 12.5. The County will make the final determination regarding whether any information submitted in response to this RFP qualifies for exemption from disclosure under FOIA.

G. Evaluation and Selection

The County will evaluate proposals using the criteria defined in the solicitation. In addition to proposal content, the County may consider known performance history, compliance record, and prior experience with Kalamazoo County.

The Evaluation Committee may exercise professional judgment when assigning scores based on proposal strengths, weaknesses, and overall value to the County.

H. County Commitment

This RFP does not commit the County to award a contract or reimburse any costs associated with proposal preparation.

I. Late, Modified, or Withdrawn Proposals

Proposals must be received by the stated deadline. Late submissions may be rejected unless the County determines acceptance is in its best interest.

Proposals may be withdrawn prior to the submission deadline but become firm offers for 120 days after submission.

J. Due Diligence

Offerors are responsible for performing reasonable due diligence regarding the work required. The County makes no representations regarding the accuracy or completeness of any informational materials provided.

K. Protest Procedure

Protests must be submitted in accordance with Kalamazoo County Policy Section 5.06 – Protest and Appeal.

L. Debrief

Debriefs are not an appeal and will not alter or influence the outcome of the evaluation or award decision.

The County may, upon written request, provide an individual courtesy debrief via email subject to the Purchasing Division's availability, to any Offeror after contract execution and after Offeror has been notified by the Purchasing Division that the Offeror's proposal is no longer being considered for award.

The debrief may include:

1. General information on how the proposer's submission met or did not meet the evaluation criteria;
2. Summary feedback on proposal strengths and areas for improvement; and
3. Clarification of evaluation criteria and process to aid future participation.

The County will not disclose information regarding competing proposals, evaluator notes, individual scores, or ranking order.

Copies of any documents that the reviewer requests will be released in accordance with the FOIA ([MCLA 15.231 et seq.](#)). See [Freedom of Information Act Procedures & Standards](#) for instructions on submitting a FOIA request.

M. Prohibited Contracts

The County shall not enter into a contract with, and may reject any proposal submitted by, any person or entity listed below unless the Board of Commissioners or County Administrator determines that special circumstances exist that justify approval of the contract.

The following persons or entities are prohibited from contracting with the County:

1. Any person or entity that is in default on the payment of taxes, fees, or other liabilities owed to Kalamazoo County.
2. Any current employee of Kalamazoo County or any public agency for which the Board of Commissioners serves as the governing body.
3. Any for-profit business or entity in which a person described in subsection 2 serves as an officer, principal, partner, or major shareholder.
4. Any person who, within the preceding twelve (12) months, was employed by Kalamazoo County or a public agency for which the Board of Commissioners serves as the governing body and who:
 - 4.1. Held a position of substantial responsibility related to the services or work to be performed under the proposed contract; or
 - 4.2. Participated in the development, preparation, or approval of the contract, solicitation, or service specifications.

5. Any for-profit business or entity in which a person described in subsection 4 serves as an officer, principal, partner, or major shareholder.

By submitting a proposal, the Offeror certifies that it is not a person or entity described above and agrees to promptly notify the County if it becomes subject to any of the prohibitions listed in this section.

N. Tax Exempt

The County is exempt from Federal excise and State sales taxes for direct purchases. Taxes applicable to contractor-provided materials remain the responsibility of the Offeror.

O. Reservation of Rights

The County reserves the right to:

1. Accept or reject proposals. Accept or reject any or all proposals, in whole or in part, without penalty; re-solicit for new proposals; or temporarily or permanently abandon the project if determined to be in the best interest of the County.
2. Correct errors and evaluate pricing. Correct mathematical or clerical errors in proposals and evaluate pricing based on unit prices or other cost elements as determined appropriate by the County.
3. Waive irregularities. Waive informalities, minor irregularities, or deviations in proposals that do not materially affect the integrity of the procurement process.
4. Negotiate terms. Negotiate separately with any Offeror regarding the terms and conditions of all or any portion of the proposal if such negotiation is determined to be in the County's best interest.
5. Award structure. Award a contract in whole or in part, by item, task, or lot, and to make multiple awards if determined to be in the best interest of the County.
6. Award without discussions. Make an award without further discussion of proposals. Accordingly, proposals should be submitted on the most favorable terms the Offeror can offer. The County may incorporate portions of the Offeror's proposal into the resulting contract.
7. Conduct interviews or forego them. Conduct interviews with one or more Offerors following the initial evaluation of proposals. The County may also elect to forego the interview phase and make an award based solely on the results of the Phase 1 proposal evaluation if determined to be in the County's best interest.

8. Withhold all information regarding this procurement until after contract award, including, but not limited to the number of proposals received; the identity of Offeror(s); the content of proposals; the County's evaluation and results thereof; and the identity of the members of the EC. Information releasable after award is subject to the disclosure requirements and withholding exemptions of FOIA ([MCLA 15.231 et seq.](#)).

P. Responsiveness and Responsibility

Responsiveness. The Purchasing Division will review all proposals to determine compliance with administrative requirements and instructions specified in this RFP. Failure to comply with any part of the RFP may result in the rejection of the proposal as non-responsive. The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs. The inclusion of extraneous information beyond the description of Service and Project approach information specifically required by this RFP is discouraged.

Responsibility Determination. Prior to award, the County may conduct a responsibility review to determine whether the highest-ranked Offeror possesses the financial resources, technical capability, integrity, and organizational capacity necessary to successfully perform the contract.

In making this determination, the County may consider information including, but not limited to:

1. Financial capacity
2. Past performance on public or private contracts
3. Litigation history
4. Safety record
5. Regulatory compliance history
6. Organizational resources and staffing

The County reserves the right to determine that an Offeror is not responsible and therefore ineligible for award if the County determines that the Offeror lacks the capacity or integrity necessary to successfully perform the contract.

Q. Acceptance Period

Proposals must remain valid for a period of 120 calendar days following the submission deadline.

R. Non-Collusion

By submitting a proposal, the Offeror certifies that the proposal is genuine and not the result of collusion or fraudulent practices.

S. Debarment

The Offeror must not be debarred, suspended, or otherwise excluded from participation in federally funded programs. The County will verify eligibility through SAM.gov prior to award. Any Offeror determined to be ineligible will be deemed non-responsive and will not be considered for award.

EVALUATION CRITERIA

Evaluation Tool. The detailed evaluation tool, including evaluation weights assigned to each criterion, will be provided as a separate attachment to this solicitation. Offerors are encouraged to review it carefully to understand how their submissions will be evaluated.

Proposals should give clear, concise information in sufficient detail and in the order and format presented in the *RFP Submission Template* to allow for an evaluation based on these requirements. Although some of the elements listed below may be weighted more heavily than others, all requirements are considered necessary for evaluation. If minimum requirements for eligibility are included in the proposal, failure to satisfy these mandatory minimum requirements will be considered disqualifying, and the Offeror may not be considered for award.

1. **Proposal Completeness and Responsiveness**

Evaluates whether the proposal is complete, follows solicitation instructions, addresses all requested information, and includes all required forms, attachments, certifications, and pricing documentation.

2. **Relevant Experience and Qualifications**

Considers the Offeror's experience providing commercial printing, mailing, finishing, delivery, and related services for governmental entities or organizations of similar size and complexity. Evaluation may include the qualifications and experience of key personnel responsible for account management, customer service, production oversight, and contract administration, as well as the Offeror's past performance, references, and ability to successfully deliver comparable services.

3. **Operational Capacity**

Assesses the Offeror's ability to successfully perform the services described in the solicitation, including production capacity, staffing resources, equipment, technology, facilities, quality control procedures, delivery capabilities, business continuity planning, and the ability to accommodate routine, high-volume, and expedited printing requests.

The County may also consider the Offeror's overall organizational stability and ability to allocate sufficient resources to support the County's ongoing printing needs throughout the contract term.

4. **Legal and Regulatory Standing**

Evaluates whether the Offeror is in good legal standing, properly licensed, and free from significant past or pending legal actions, violations, or debarments that could adversely affect contract performance or eligibility.

Notwithstanding any evaluation scores or assigned weighting, any proposer that is debarred or suspended by a federal, state, or local governmental entity may be determined non-responsible or ineligible for award and may be removed from further consideration. This provision applies regardless of funding source; however, for contracts funded in whole or in part with federal funds, such proposers are not eligible for award in accordance with applicable federal requirements.

5. **Project Understanding and Approach**

Assesses the Offeror's understanding of the County's printing requirements and its proposed approach to providing high-quality, reliable, and timely printing services. Evaluation may include production capabilities, order management processes, customer service procedures, communication practices, quality assurance and quality control measures, turnaround capabilities, sustainability initiatives, use of environmentally preferable materials, and any value-added services or innovations proposed by the Offeror.

6. **Cost Proposal**

Evaluates total cost and value provided, including pricing structure, competitiveness, transparency, sustainability-related pricing options, discounts, allowances, and overall cost-efficiency.

7. **Compliance with Solicitation Requirements**

Confirms adherence to solicitation instructions, contract terms and conditions, insurance requirements, licensing requirements, scope of work, specifications, and all other mandatory requirements of the solicitation.



SUBMITTAL REQUIREMENTS

To ensure consistency and avoid duplication, all response instructions, formatting requirements, and required attachments are contained within the **RFP Submission Template**. Offerors must follow the structure, questions, and instructions provided when preparing their proposal.

The submittal requirements outlined in the **RFP Submission Template** correspond directly to the Evaluation Criteria. Offerors shall provide all required information and responses using this document.

Failure to provide complete responses in accordance with this document may result in the proposal being deemed non-responsive or receiving a reduced evaluation score.

A proposal will be considered complete if all responses and required attachments identified in the RFP Submission Template are fully provided.



REQUEST FOR PROPOSAL (RFP)
RFP #2026010 PRINTING SERVICES

Following is a “*draft copy*” of the contract that will be executed by the County and the Offeror for the completion of this project.

Exhibit A – Statement of Work

Exhibit B – Insurance Requirements

Exhibit C – Pricing Schedule

Exhibit D – Proposal and Addenda



KALAMAZOO COUNTY
DRAFT CONTRACT

AS NEEDED COUNTYWIDE SERVICES CONTRACT
BETWEEN THE COUNTY OF KALAMAZOO
AND
[CONTRACTOR]

THIS CONTRACT is made and entered into, between the County of Kalamazoo, a municipal corporation and political subdivision of the State of Michigan ("County"), 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and **[Offeror name according to W9 including DBAs]**, **[Contractor]**, **[Address]** (collectively the "Parties").

RECITALS

WHEREAS the County desires to contract with the Contractor to provide **commercial printing, mailing, and related services for County departments and offices. Services will be requested on an as-needed basis and may include standard printing, large-format printing, finishing, delivery, and mailing services.**

WHEREAS the Contractor possesses the experience and expertise to accomplish the duties outlined in this contract.

NOW THEREFORE: in consideration of the mutual promises contained herein, the parties agree as follows:

ARTICLE 1: PERFORMANCE OF WORK

Contractor shall furnish all labor, materials, tools, equipment, supervision, and services necessary to complete the project described as **RFP #2026010 Printing Services**, in accordance with Exhibit A, project specifications, drawings, and other documents incorporated herein.

ARTICLE 2: COMPENSATION

Pursuant to Exhibit C, and other applicable provisions of this Contract, County agrees to pay Contractor a sum not to exceed **[# write out amount] (\$#####)** ("Maximum Contract Amount").

The County comes under the provisions of a state statute which requires Board approval before invoices are paid. There is a delay of 30 - 45 days between invoice receipt and invoice payment.

ARTICLE 3: CONTRACT TERM

The initial term of this Contract shall begin on **September 1, 2026, and end on August 31, 2027** ("Initial Term").

OPTION TO EXTEND. The County shall have the option to extend the term of this Contract for four (4) increments of one (1) year (each an "Option Period"), for a total of four (4) years beyond the expiration of the Initial Term, not to exceed **August 31, 2031**. This option shall be automatically exercised unless County notifies Contractor in writing not less than thirty (30) days prior to an Option Period that the County does not intend to extend the Contract.

Notwithstanding the foregoing, all Option Periods are subject to the availability of appropriated funds, and the County reserves the right to elect not to renew the Contract based on performance, operational needs, or the County's best interest, as determined in its sole discretion.

ARTICLE 4 - COMPONENT PARTS OF THIS CONTRACT

This contract consists of the following component parts, all of which are as fully a part of this contract as if herein set out verbatim, or, if not attached, as if hereto attached.

1. Contract (this document)
2. Exhibit A – Statement of Work
(To include Scope, Specifications, Attachments and Appendices, Maps)
3. Exhibit B – Insurance Requirements
4. Exhibit C – Pricing Schedule
5. Exhibit D – Contractor Proposal and Addenda

If any provision in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE 5: GENERAL TERMS AND CONDITIONS

1. **ASSURANCES AGAINST DISCRIMINATION.** The Parties, as required by law shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, gender expression, sexual orientation, disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular

job or position, height, weight, marital status, or political affiliation. The Parties shall adhere to all applicable Federal, State and local Laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- 1.1. The Elliott-Larsen Civil Rights Act, 1976 PA 53, as amended.
- 1.2. The persons with Disabilities Civil Rights Act, 1976 PA 220, as amended
- 1.3. Section 504 of the Federal Rehabilitation Act of 1973, P.O. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- 1.4. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 §USC12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Contract. In the event the Parties are found not to be in compliance with this section, the non-breaching Party may terminate this Contract effective as of the date of delivery of written notification to the breaching Party.

2. **TERMINATION FOR DEFAULT.** The County may, by written notice to the Contractor at any time terminate this Contract by issuing a fourteen (14) day written notice, and the Contractor's right to proceed with the work for just cause, which shall include, but is not limited to, the following:

- 2.1. Failure to perform any material provision of this Contract
- 2.2. Failure to provide insurance (when called for) in the exact amount and within the time specified, or any extension thereof.
- 2.3. Failure to begin work within the time specified.
- 2.4. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- 2.5. Unauthorized substitution of articles other than those proposed and specified.
- 2.6. Failure to make progress as to endanger performance of this Contract in accordance with its terms.
- 2.7. Failure to perform any other provision of the Contract.
- 2.8. Standard of Performance. Contractor guarantees the performance of the commodities, goods or services rendered herein, in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards than such higher standards shall be provided. Upon notice by the County of Contractor's failure to comply with such standards or to otherwise be in default of this Contract in any manner following the County's notice, Contractor shall immediately remedy said defective performance in a manner acceptable to the County. Should the Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this Contract and grounds for termination of the same by the County. In the event of any breach of this Contract by the Contractor, Contractor shall pay any cost to the County by said breach including, but not limited to, the replacement cost of

such goods or services from another contractor. The County reserves the right to withhold any or all payments until any defects in performance has been satisfactorily corrected. If Contractor is in violation of this Contract in any manner and such violation has not been satisfactorily corrected, this may result in the Contractor being barred from being awarded any future County contracts.

- 2.9. Becomes insolvent or files for bankruptcy.
- 2.10. Otherwise breaches any provision of this Contract.

All remedies available to the County herein are cumulative and the election of one remedy by the County shall not be a waiver of any other remedy available to the County.

- 3. **TERMINATION FOR CONVENIENCE.** The County may terminate this Contract, in whole or in part, at any time and for any reason, upon not less than ten (10) calendar days' written notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately discontinue all work, place no further orders or subcontracts, and take all reasonable steps to minimize costs.

- 3.1. The County shall pay Contractor as full compensation for work performed and costs of termination:

- 3.1.1. The unit or pro rata price for any delivered and accepted portion of the work.

- 3.1.2. Actual and reasonable Contractor costs for Incomplete Work not mitigable or otherwise recoverable by Contractor. Such compensation shall not exceed the unit or pro rata price due to Contractor had the work been completed.

- 3.2. In no event shall the County be liable for any loss of profits or any other consequential damages.

- 3.3. County's termination of this Contract for convenience shall not preclude it from changing the termination to a default, as set forth in section of this Contract, nor from taking any action in law or equity against Contractor for:

- 3.3.1. Fraud, waste, or abuse of Contract funds, or

- 3.3.2. Improperly submitted claims, or

- 3.3.3. Any failure to perform the work in accordance with the Statement of Work, or

- 3.3.4. Any breach of any term or condition of the Contract, or

- 3.3.5. Any actions under any warranty, express or implied, or

- 3.3.6. Any claim of professional negligence, or

- 3.3.7. Any other matter arising from or related to this Contract, whether known, knowable, or unknown before, during, or after the date of termination.

4. **DISPUTE RESOLUTION.** If a dispute arises between the County and Contractor concerning the performance of this Contract, the Parties agree to meet, and negotiate in good faith, to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one Party sends the other Party written notice identifying the cause or reason for the dispute and requesting a meeting. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY CONTRACTOR IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

Both Parties agree that any legal dispute including collection of unpaid fees shall be the financial responsibility of the Party that prevails. Any legal disputes shall be governed by the laws of the State of Michigan. In the event any actions arising under this Contract are brought by or against the County, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. If any action is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

5. **RELATIONSHIP BETWEEN THE PARTIES.** It is expressly understood and agreed that Contractor is an Independent Contractor. The County is interested only in the results to be achieved by the work to be performed by Contractor under this Contract, the conduct and control of the work shall rest solely with Contractor. Contractor, its subcontractors, and any employees of Contractor or subcontractor shall in no way be deemed to be, and shall not hold themselves out as, an employee, servant or agent of the County and shall not be entitled to any fringe benefits of the County, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. Contractor shall be responsible for paying any contractors providing supplies which Contractor utilizes in the performance of services under this Contract. Contractor shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local governments. Contractor certifies it has no interests which would conflict with the performance of services required by this Contract. Contractor also assures that, in the performance of this Contract, no officer, agents, employee of the County, or member of its governing bodies, may participate in any decision relating to this Contract which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

6. CONTRACT ADMINISTRATION AND NOTICES

Each Party shall designate a contract administrator to serve as the primary point of contact for matters related to administration of this Agreement. The contract administrator, or a Party's designee, may coordinate day-to-day operational matters related to performance of this Agreement. The County may designate employees, partner organizations, contractors, or program operators to act as its contract administrator or representative for operational coordination purposes. Such designation does not transfer legal responsibility for this Agreement from either Party.

The Provider shall designate a representative authorized to communicate with the County regarding performance of this Agreement.

Any notice required or permitted under this Agreement from one Party to the other (hereinafter "Notice") shall be deemed effective if delivered in writing to the designated contacts below. Notices may be delivered by email unless otherwise required by this Agreement.

The Parties agree that Notices shall be sent to the following:

PROVIDER CONTACT

Provider Name

ATTN: [First Name Last Name]

[Enter Title]

P:

E:

COUNTY CONTRACT ADMINISTRATOR

Public Information

ATTN: Taylor Koopman, Communications Director

Public Information Officer

P: (269) 383- 8651

E: taylor.koopman@kalcounty.gov

With a copy to:

Corporation Counsel

kalamazoocorporatecounsel@kalcounty.com

7. **WAIVERS.** No failure or delay on the part of either of the Parties to this Contract in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege, preclude any other or further exercise of any other right, power or privilege.
8. **AMENDMENTS.** Modifications, amendments or waivers of any provision of this Contract may be made only by the written mutual consent of the authorized representatives of both the County and Contractor.

9. **SUBCONTRACTING AND ASSIGNMENT.** Contractor may not subcontract portions of the work to be performed under this Contract without prior written approval from the County. In the event of such subcontracting, Contractor shall be responsible for paying all compensation owed to the subcontractor(s) for services performed and ensuring that the subcontractor(s) complies with the requirements of this Contract.
10. **SECTION TITLES.** The titles of the sections set forth in this Contract are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.
11. **COMPLETE CONTRACT.** This Contract and other documents incorporated herein by reference, along with any properly executed amendments, contain all the terms and conditions agreed upon by the Parties, and no other contracts or Contracts, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the Parties.
12. **SEVERABILITY OF INVALID PROVISIONS.** If any part of this Contract is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either Party to enter or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Contract, this Contract shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the Parties and the County shall receive all commissions to which it is entitled under this Contract, up to the date of termination.
13. **CERTIFICATION OF AUTHORITY TO SIGN CONTRACT.** The people signing on behalf of the Parties to this Contract hereby certify by their signatures that they are duly authorized to sign this Contract on behalf of said Parties and that this Contract has been authorized by said Parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS CONTRACT ON THE DAY AND YEAR FIRST WRITTEN BELOW.

PROVIDER

KALAMAZOO COUNTY

By: _____
Name, Title

By: _____
Name, Title

Date: _____

Date: _____

**APPROVED AS TO FORM FOR USE AS A TEMPLATE
ON BEHALF OF COUNTY OF KALAMAZOO:**

**By: Edward Winkler
Assistant Corporation Counsel
On: 2/17/2026**

EXHIBIT A – STATEMENT OF WORK

A. Background

The County seeks qualified contractors to provide commercial printing services to support internal operations, public communications, outreach, compliance activities, public meetings, and emergency communications across multiple County departments, offices, and elected officials. This Statement of Work defines the requirements and specifications for an on-call printing services contract.

The County does not currently have historical usage data or reliable estimates sufficient to project future order quantities, volumes, or frequencies.

Offerors shall base their pricing on the specifications and requirements provided in this solicitation. Any quantities, examples, sample orders, or usage information provided elsewhere in this solicitation are for evaluation purposes only and do not constitute a guarantee of future work.

The County makes no representation regarding the quantity, frequency, dollar value, or type of services that may be requested during the contract term.

B. Scope of Work

The Contractor shall provide on-call commercial printing services, including standard print materials, small-format and large-format materials, finishing, delivery, and mailing services, as described in this Statement of Work.

This contract is intended to support a wide range of printing needs on an as-needed basis. The County does not guarantee a minimum volume of work.

C. Specifications

1. Physical Characteristics of Printed Materials

The Contractor shall be capable of producing printed materials in a variety of formats and sizes, including but not limited to:

1.1. Standard Office Sizes

- 1.1.1. Letter (8.5" x 11")
- 1.1.2. Legal (8.5" x 14")
- 1.1.3. Tabloid (11" x 17")

1.2. Small-Format Print Items

- 1.2.1. Postcards
- 1.2.2. Business cards
- 1.2.3. Rack cards
- 1.2.4. Inserts and reply cards
- 1.2.5. Small flyers and handouts

1.3. Large & Custom Formats

- 1.3.1. Oversized formats
- 1.3.2. Large-format prints
- 1.3.3. Custom sizes upon request

1.4. Display Materials

- 1.4.1. Retractable or pull-up banners
- 1.4.2. Vinyl or fabric banners
- 1.4.3. Mounted posters or foam board signage
- 1.4.4. Tablecloths and table throws (standard and fitted)
- 1.4.5. Event signage and wayfinding materials
- 1.4.6. Display boards and easel-mounted materials

The Contractor shall offer multiple paper weights (e.g., 20 lb., 60 lb., 80 lb.) and finishes, including coated and uncoated stock, recycled paper options, and specialty stock upon request.

2. Processes, Materials & Methods

2.1. The Contractor shall:

- 2.1.1. Review County-provided files for print readiness and notify the County of any issues prior to production (e.g., resolution, margins, bleeds)
- 2.1.2. Provide digital proofs for County approval prior to printing
- 2.1.3. Produce printed materials only upon receipt of final approval
- 2.1.4. Provide finishing, trimming, and packaging appropriate for transport and use
- 2.1.5. Accurately reproduce County branding, colors, and approved designs
- 2.1.6. Provide mailing and fulfillment services on an as-needed basis
- 2.1.7. The Contractor shall maintain the confidentiality of County-provided information and files and shall not disclose, reproduce, distribute, or retain such information except as necessary to perform services under this contract.
- 2.1.8. Upon completion of a project, the Contractor shall securely dispose of or return County-provided data upon request.

- 2.2. The Contractor shall be capable of printing the following types of materials:
 - 2.2.1. Flyers and handouts
 - 2.2.2. Brochures (bi-fold, tri-fold, multi-panel)
 - 2.2.3. Posters and signage
 - 2.2.4. Reports, booklets, and manuals
 - 2.2.5. Fact sheets and inserts
 - 2.2.6. Forms (single-page and multi-page)
 - 2.2.7. Newsletters
 - 2.2.8. Postcards and mailers
 - 2.2.9. Training materials and presentations
 - 2.2.10. Internal notices and informational materials
 - 2.3. Binding and finishing methods may include:
 - 2.3.1. Saddle-stitch binding
 - 2.3.2. Coil binding
 - 2.3.3. Comb binding
 - 2.3.4. Perfect binding
 - 2.3.5. Stapling
 - 2.3.6. Folding (half-fold, tri-fold, z-fold, gate fold)
 - 2.3.7. Cutting and trimming
 - 2.3.8. Drilling (hole-punching)
 - 2.3.9. Lamination (matte and gloss)
 - 2.4. Mailing and fulfillment services (on an as-needed basis) may include, but are not limited to:
 - 2.4.1. Addressing and labeling
 - 2.4.2. Variable data printing
 - 2.4.3. Bulk mail preparation
 - 2.4.4. Coordination with the United States Postal Service
 - 2.4.5. Drop-shipping to multiple destinations
- Use of mailing and fulfillment services is not guaranteed and will be requested at the County's discretion based on project needs.
- 2.5. When performing variable data printing or mailing services utilizing personal information, the Contractor shall implement reasonable safeguards to prevent unauthorized access, disclosure, or misuse of such information.

3. Compliance

- 3.1. The Contractor shall comply with all applicable federal, state, and local laws, regulations, and policies, including:

- 3.1.1. United States Postal Service (USPS) regulations for mailing services
- 3.1.2. Accessibility requirements for public-facing printed materials
- 3.1.3. Any applicable County policies related to printing and communications

4. Contractor Duties & Responsibilities

4.1. The Contractor shall:

- 4.1.1. Provide accurate and timely quotes
- 4.1.2. Meet agreed-upon turnaround times
- 4.1.3. Maintain consistent quality standards
- 4.1.4. Correct errors or defects resulting from Contractor production at no additional cost. The Contractor shall promptly correct, replace, or reprint materials determined by the County to be defective due to Contractor error at no additional cost to the County.
- 4.1.5. Deliver printed materials as specified per order
- 4.1.6. Designate a primary point of contact for coordinating quotes, orders, scheduling, and issue resolution

4.2. Reporting Requirements

Because this is a countywide contract that may be utilized by multiple departments, offices, and divisions throughout the County, the County requires reporting sufficient to maintain contract oversight, monitor utilization, evaluate spending trends, verify contract compliance, support budgeting efforts, and inform future procurement planning.

The Contractor shall maintain complete and accurate records of all orders, services, and purchases made under this Contract throughout the contract term.

The Contractor shall provide quarterly usage reports to the County's designated Contract Administrator no later than fifteen (15) calendar days following the end of each calendar quarter.

At a minimum, each report shall include:

- 4.2.1. At a minimum, each report shall include:
- 4.2.2. County department, office, or division placing the order.
- 4.2.3. Order date.
- 4.2.4. Order number or other unique transaction identifier.
- 4.2.5. Description of goods and/or services provided.
- 4.2.6. Quantity ordered.

- 4.2.7. Unit price.
- 4.2.8. Total amount invoiced.
- 4.2.9. Delivery date, if applicable.
- 4.2.10. Cumulative year-to-date spend by department.
- 4.2.11. Cumulative year-to-date contract spend.

Reports shall be provided in Microsoft Excel format and shall be organized by County department to facilitate contract administration, budgeting, spend analysis, and future procurement planning.

Upon request, the Contractor shall provide additional ad hoc reports or supporting documentation reasonably necessary for the County to verify pricing, contract compliance, ordering activity, or utilization trends.

5. County Duties & Responsibilities

- 5.1. The County shall:
 - 5.1.1. Provide print-ready digital files
 - a. The County shall make reasonable efforts to provide complete and print-ready files; however, the Contractor remains responsible for identifying obvious production concerns prior to printing.
 - 5.1.2. Review and approve proofs in a timely manner
 - 5.1.3. Specify quantities, delivery locations, and required service level
 - 5.1.4. Notify the Contractor promptly of any issues identified

6. Warranty

The Contractor warrants that all printed materials will conform to approved proofs and specifications. Any defective or incorrect materials resulting from Contractor error shall be corrected or reprinted at no additional cost to the County.

7. Deliverables

Deliverables consist of printed materials produced in accordance with County-approved specifications, proofs, and individual orders issued during the contract term.

- 7.1. Deliverables may include, as applicable:
 - 7.1.1. Final printed materials meeting approved quality, format, and finishing requirements
 - 7.1.2. Digital proofs provided for County review prior to production

- 7.1.3. Mailing-ready materials prepared in compliance with USPS requirements when mailing services are requested
- 7.1.4. Delivery of completed print jobs to County-designated locations or mailing facilities
- 7.1.5. Deliverables shall be subject to County review and acceptance to verify conformance with approved specifications and proofs.

Each completed print job constitutes an individual deliverable.

8. Milestones

This is an on-call services contract. Deliverables and milestones are defined on a per-order basis.

9. Project Timeline & Turnaround

- 9.1. Turnaround times begin upon County approval of final proofs and shall include:
 - 9.1.1. **Standard:** Five to seven business days
 - 9.1.2. **Expedited:** Two to three business days
 - 9.1.3. **Rush/Emergency:** Same-day or next business day service when feasible

Any additional costs associated with expedited or rush services shall be clearly identified.

10. Delivery

- 10.1. The Contractor shall deliver completed print jobs to one or more County locations as specified. Packaging shall protect materials from damage during transport.
- 10.2. The Contractor shall be responsible for all materials until delivery and acceptance by the County. Materials damaged during production, packaging, or transportation shall be replaced at no additional cost to the County.

11. Location

Printing and production services shall be performed at the Contractor's facilities, with delivery to County-designated locations.

12. Payment

- 12.1. Payment shall be made by deliverable, upon completion and acceptance of delivered goods and services, in accordance with approved pricing and applicable County payment procedures.
- 12.2. The Contractor shall provide clear and transparent pricing, including:
 - 12.2.1. Unit pricing by item type
 - 12.2.2. Pricing by quantity and volume tiers
 - 12.2.3. Set-up or prepress fees, if applicable
 - 12.2.4. Costs for binding and finishing options
 - 12.2.5. Delivery and shipping costs
 - 12.2.6. Expedited or rush service pricing
 - 12.2.7. Mailing-related costs
 - 12.2.8. Postage handling and coordination
 - 12.2.9. Pricing methodology for custom or specialty print projects not specifically identified in the pricing schedule

D. Price Reasonableness & Competitive Pricing

1. The Contractor shall offer pricing that is competitive with prevailing market rates for comparable printing services, quality, quantities, specifications, and turnaround times.
2. If the County determines that pricing for a specific print job is not competitive or does not represent the best value to the County when compared to other available sources for substantially similar services, the County reserves the right to obtain that specific print job through an alternate source in accordance with applicable procurement policies.

E. Sustainable Purchasing Considerations

The County encourages environmentally responsible printing practices and seeks to reduce the environmental impact associated with printing services whenever practical and cost-effective.

1. The Contractor shall make commercially reasonable efforts to offer and utilize sustainable printing options when requested by the County and when such options are reasonably available.
2. Sustainable printing practices may include, but are not limited to:

- 2.1. Offering recycled paper products, including paper containing post-consumer recycled content;
 - 2.2. Offering Forest Stewardship Council (FSC) certified paper products when available;
 - 2.3. Offering acid-free, processed chlorine-free (PCF), or other environmentally preferable paper products when available;
 - 2.4. Utilizing environmentally preferable inks, including vegetable-based or water-based inks where appropriate;
 - 2.5. Minimizing waste through efficient production processes and responsible material management practices;
 - 2.6. Participating in recognized sustainable printing initiatives or certifications, such as the Sustainable Green Printing Partnership (SGP), Great Green Printer Initiative, or equivalent programs;
 - 2.7. Disclosing the presence of intentionally added per- and polyfluoroalkyl substances (PFAS) in products supplied under this contract when known and applicable.
3. The County may request information regarding available sustainable printing options for specific projects. Selection of sustainable materials or methods shall be based on project requirements, availability, quality, schedule, and cost considerations.

EXHIBIT B – INSURANCE REQUIREMENTS

The Contractor will be required to furnish to the Kalamazoo County, upon notice from the Purchasing Division and prior to commencement of work, a *Certificate of Insurance as well as any required endorsements*. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

The Contractor, and their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and rated (“B+” or better) in the current A.M. Best Guide, qualified to do business within the State of Michigan, and acceptable to the Kalamazoo County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

1. **Workers’ Compensation Insurance**, including Employers’ Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an “Occurrence Basis” with limits of liability not less than \$2,000,000 per occurrence and aggregate. Coverage shall include, but not limited to, the following: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground, if applicable.
3. **Automobile Liability**, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. **Excess/Umbrella Liability**. Commercial General Liability and Automobile Liability Required liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.
5. **Additional Insured**: Commercial General Liability Insurance shall include an endorsement stating the **Kalamazoo County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers, shall be Additional Insured.** It is understood and agreed by naming the Kalamazoo County as additional insured,

coverage afforded is primary and any other insurance the Kalamazoo County may have in effect shall be considered secondary and/or excess.

6. **Cancellation Notice:** Policy(ies), as described above, shall be endorsed to state the following: It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder to purchasing@kalcounty.gov.
7. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates, endorsements, and/or policies to the Kalamazoo County at least ten (10) days prior to the expiration date.
8. **Indemnification.** The Contractor agrees to indemnify and hold harmless the County, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Contractor, its agents, employees, officers, or representatives, in performing this Contract.

EXHIBIT C – PRICING SCHEDULE

[Final pricing incorporated after award.]

EXHIBIT D – PROPOSAL AND ADDENDA

[To be incorporated after award.]