



**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 proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Wednesday, September 7, 2011**, at which time proposals will be opened and read.

Proposals shall be addressed as follows and delivered to:

**CITY OF NOVI  
CITY CLERK'S OFFICE  
45175 W. 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: August 22, 2011

**NOTICE TO PROPOSERS:**

The City of Novi officially distributes RFP documents through the Michigan Intergovernmental Trade Network (MIIN). **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 MIIN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain RFP documents from the MIIN 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 MIIN site, [www.mitn.info](http://www.mitn.info) and obtain an official copy.



## CITY OF NOVI

### 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	August 22, 2011
Last Date for Questions	Monday, August 29, 2011 by 5:00 p.m. Submit questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	<b>Wednesday, September 7, 2011 by 3:00 p.m.</b>
Anticipated Award Date	September 26, 2011
Begin process for next Engage!	Mid-October

#### **PROPOSAL SUBMITTALS**

An **UNBOUND COMPLETED ORIGINAL** and **four (4) copies** of each proposal must be submitted to the Office of the City Clerk. 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 MIIN website at [www.mitin.info](http://www.mitin.info). Any addendum issued by the City shall become part of the RFP and shall be taken into account by each proposer in preparing their

proposal. Only written addenda are binding. It is the Proposer's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on proposal form.

### **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. 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.

### **INSURANCE**

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

### **CONTRACT 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 MIIN website at [www.mitin.info](http://www.mitin.info).

### **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 must arrive at City Clerks 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 here in 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 a 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.

#### **SHIPPING/HANDLING CHARGES**

All bid/proposal pricing is to be F.O.B. destination.

#### **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.

### **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. Such approval shall not constitute a basis for privity between the City and any subcontractor. 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 offerer certifies, and in case of a joint proposal, each party here to 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 offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer 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 offerer'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 offerer'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

**1. ENHANCE SENIOR NEWSLETTER**

**Quantity:** Approximately 10,750 per issue (three times annually)

- 8-page newsletter - 2 pages of 11 x 17 uncoated stock, folded to create 8 pages of 8 ½ x 11.
- Two-color process throughout
- Saddle stitched
- 70lb paper
- Preferred Certified SFC recycled paper and soy inks

Approximately 10,350 newsletters will be properly processed, sorted, and delivered to the Post Office by the contractor.

The balance will be provided to the Novi Senior Center, flat with no folds or seals. Addresses will be provided by the City to the contractor in an Excel spreadsheet.

**2. ENGAGE (Community Program/Recreation Guide)**

**Quantity:** Approximately 30,000 per issue (three times annually)

- 120-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
- 60lb #2 gloss text pages and 100lb #1 gloss self-cover
- Preferred Certified SFC recycled paper and soy inks

Approximately 2,000 Engage! copies are to be delivered to the Novi Civic Center, Novi Community Schools, and Novi Public Library.

The balance of the Engage! (approximately 28,000) are to be properly processed, sorted, and delivered to both the Novi and Northville post offices (or centralized Post Office distribution center as determined by the City of Novi).

#### PUBLICATION SAMPLES

The Enhance and Engage! publications (in PDF format) may be found at the links below:

Engage! <http://cityofnovi.org/Services/ParksAndRec/Program.a.sp>

Enhance <http://cityofnovi.org/Services/ParksAndRec/Seniors/OverviewSeniors.a.sp>

Samples of the Engage! publication are available for pickup at the Information Desk at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375. We regret that we are unable to provide a sample of the Enhance publication. However, we do have one that you can look at.

### **MAILING**

Packing and crating, sorting, folding, tabs, and delivery to post office and City of Novi/Novi Community Schools/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.

### **MISCELLANEOUS**

The City will provide all written content and most of the photos. We may ask vendor to provide some stock photos. Some verbal edits of content may be required. The City will provide camera ready art for the advertisement sections and the City will collect the revenue for the ads.

The contractor will be provided an original InDesign file for both Enhance and Engage! publications to use as a template.

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

Enhance and Engage! publications are posted on the City's website. A 12MB (or smaller) PDF must be provided to the City.

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.

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 time frame in proposal.

Contractor must provide costs for rush charges.



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

### **SELECTION PROCESS**

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

### **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 and fee schedule for all services that may be incurred)

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**

The contractor must provide a sample of similar projects which have been completed within the past six months and which were designed by the proposed Graphic Artist.

### **REFERENCES**

The contractor must provide three references for which they have produced similar products and which were designed by the proposed Graphic Artist.



**CITY OF NOVI**  
**VENDOR QUESTIONNAIRE**  
**PRINTING SERVICES - COMMUNITY PUBLICATIONS**

**Failure to provide all information may result in rejection of your proposal.**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Agents name (please print) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1. Years firm has been in business: \_\_\_\_\_

2. Type of Organization:

\_\_\_\_ Individual    \_\_\_\_ Partnership    \_\_\_\_ Corporation    \_\_\_\_ Joint Venture

Other \_\_\_\_\_

3. How many staff members does your company employ?

Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_

4. How many years has your company been providing printing services for specialty publications such as those in our specifications? \_\_\_\_\_ Provide historical narrative.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Location of local facility where publication will be printed.

\_\_\_\_\_

6. How many clients does your company currently serve with the type of services described. \_\_\_\_\_ Explain the capacity of the services being provided.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Please provide a list of three (3) client references for similar projects done in the last three years. Include name, address, phone number, contact person and briefly described scope of services performed.

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Scope of Service \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Scope of Service \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Contact name \_\_\_\_\_

Scope of Service \_\_\_\_\_

8. Submit profiles of staff to be assigned to these projects and examples of similar work performed by each staff member, including the Graphic Artist to be assigned to the City.

\_\_\_\_\_  
\_\_\_\_\_

---

---

---

---

---

---

---

---

9. Do you intend to subcontract any part of this contract? If so, what and to whom?

---

---

---

---

10. Describe methods of communication with your clients.

---

---

---

---

---

11. Describe in detail your work plan or methodology for these projects.

---

---

---

---

---

---

---

---

---

---

---

---

---

12. Provide a complete list of your firms printing equipment.

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

Please attach additional sheets with any other information you believe the City could use to evaluate your firm.

**THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:**

Signature of Authorized Company Representative: \_\_\_\_\_

Representative's Name (please print) \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_



**CITY OF NOVI  
PROPOSAL FORM**

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

**PRINTING SERVICES – COMMUNITY PUBLICATIONS**

- 1. Enhance Senior Newsletter**  
**Printing, mailing services, delivery to post office and City facilities, per specs**

Quantity: estimated 10,750 per issue (three issues annually)

\$ \_\_\_\_\_ per issue

Production/delivery time \_\_\_\_\_

Cost for additional four (4) pages, if requested \$ \_\_\_\_\_ per issue

- 2. Engage! Community Program/ Recreation Guide**  
**Printing, mailing services, delivery to post office and City facilities, per specs**

Quantity: estimated 30,000 per issue (three issues annually)

\$ \_\_\_\_\_ per issue

Production/delivery time \_\_\_\_\_

Cost for additional four (4) pages, if requested \$ \_\_\_\_\_ per issue

- 3. Printing Rush Charges** \$ \_\_\_\_\_

**Does your proposal price include the use of Certified SFC recycled paper and soy inks?**

\_\_\_\_\_ Yes      \_\_\_\_\_ No

**Are your samples included?**      \_\_\_\_\_ Yes      \_\_\_\_\_ No

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

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**This proposal is submitted by:**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Agents name (please print) \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

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



**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; alternatively, 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 West 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.
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**

##### **Indemnity/ Hold Harmless**

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
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 race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. 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.