



Account: CITY OF WEST ALLIS
Title: IT'S YOUR CITY

09/20/2019

Denise Cleary
City of West Allis
7525 W. Greenfield Ave
West Allis, WI 53214
(414) 430-28355

Carrie Schweikart
Quad/Graphics
N64W23110 Main Street
Sussex, WI 53089
(703) 837-5209

Re: Proposal - 2239567
Proposal Id: 2239567

From 01/01/2020 through 12/31/2020 (the "Initial Term"), City of West Allis ("Customer") will exclusively purchase from Quad, Inc. ("Quad") and Quad will sell to Customer all of Customer's requirements for the products and services specified within this proposal. Unless a party provides the other party with at least one-hundred twenty (120) days' written notice of termination prior to the end of the Initial Term or a Renewal Term, this Agreement will automatically renew for successive one year terms (each a "Renewal Term" and, collectively with the Initial Term, the "Term").

This signed Proposal Agreement binds and benefits the parties and their respective successors and permitted assigns. Except as provided in the attached Terms of Sale, no party may assign any rights or delegate any responsibilities under the Proposal Agreement without the prior written consent of the other party and any attempt to do so in violation of this paragraph is void.

| Title | Frequency |
|----------------|------------------|
| It's Your City | 3 times per year |

32M 20 70# SS 8.5x10.875

Prep Work Quad to receive PDFX1A files for all pages.

Additional prepress processing services will be invoiced at our prevailing prepress rates.

Trim Size 8.5 inches Width x 10.875 inches Height

Quantity 32,200 copies

Presswork Body: 20 pages
20 pages of 4/C process throughout with medium ink coverage

Pricing for one base version only. If version changes are required, charges associated with changes will be invoiced according to actual manufacturing requirements. Versioning greater than 10 versions per book or less than 1,000 copies per version are subject to plant approval and may result in additional manufacturing charges and lengthened schedule.

Finishing SADDLE STITCH

QDS Inkjet Format Package: 31,100 copies
Res/Oc List Rental: 31,100 copies

QDS pricing is included in this proposal but will be invoiced based on actual work performed.

Paper Body: 70 Lb. Gloss Finish #3 25X38 Book Quad Supplied

The price for paper included in this Agreement/Proposal is based on current market price. It is subject to availability and will be adjusted to reflect prices at the time of production including any subsequent price increases enacted by the mill up to commencement of print production.

Distribution Inkjet (1 Std Pos - 80 Dpi): 31,100 copies

Std Cartons 30#: 1,100 copies

Skids(Cartons On Skids): 1,100 copies

F.O.B. Printer's dock. If customer contracts the freight through a third party, a handling fee will be billed as incurred.

The freight estimates are based on the information provided. The actual freight charges will be calculated based on the actual shipment characteristics, current fuel surcharge, and any accessorial charges that may be applicable at time of pickup or delivery.

Estimated freight to ship 1,100 copies from West Allis plant to West Allis City Hall via Fed-Ex Ground (includes current fuel surcharge)

Additional (+/-) M Total is prorated based on the services quantity / overall total quantity.

This quotation is based on the specifications supplied at the time of the estimate. Prices are subject to



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equipment availability and mutual agreement of production schedules. Unless specifically noted, the pricing in this quote does not reflect any discounts, rebates or sales incentives. Printer reserves the right to review coverage upon receipt of files.

| Additional Notes | Total | +/- M's |
|--|-------------------|-----------------|
| 1500129 - 32M 20 70# SS 8.5x10.875 | 32,200 | |
| Manufacturing | \$3,150.90 | \$51.33 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$3,009.00 | \$82.29 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$6,527.49 | \$145.16 |
| Additional Adjustments | | Total |
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 | |
| Freight | \$100.19 | |
| 1500129 - 32M 20 70# SS 8.5x10.875 Grand Total: | \$6,227.68 | |

| Additional Pricing | Price / Unit | Paper price / Unit | Paper Lbs. / Unit |
|--------------------------------|--------------------|--------------------|-------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$66.79 / PLT | \$30.09 / PLT | 59.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$119.85 / STP | 235.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
| 3RD PARTY HANDLING FEE-SKID | \$10.28 / SKID | | |



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32M 24 70# SS 8.5x10.875-1

Prep Work Quad to receive PDFX1A files for all pages.

Additional prepress processing services will be invoiced at our prevailing prepress rates.

Trim Size 8.5 inches Width x 10.875 inches Height

Quantity 32,200 copies

Presswork Body: 24 pages

24 pages of 4/C process throughout with medium ink coverage

Pricing for one base version only. If version changes are required, charges associated with changes will be invoiced according to actual manufacturing requirements. Versioning greater than 10 versions per book or less than 1,000 copies per version are subject to plant approval and may result in additional manufacturing charges and lengthened schedule.

Finishing SADDLE STITCH

QDS Inkjet Format Package: 31,100 copies

Res/Oc List Rental: 31,100 copies

QDS pricing is included in this proposal but will be invoiced based on actual work performed.

Paper Body: 70 Lb. Gloss Finish #3 25X38 Book Quad Supplied

The price for paper included in this Agreement/Proposal is based on current market price. It is subject to availability and will be adjusted to reflect prices at the time of production including any subsequent price increases enacted by the mill up to commencement of print production.

Distribution Inkjet (1 Std Pos - 80 Dpi): 31,100 copies

Std Cartons 30#: 1,100 copies

Skids(Cartons On Skids): 1,100 copies

F.O.B. Printer's dock. If customer contracts the freight through a third party, a handling fee will be billed as incurred.

The freight estimates are based on the information provided. The actual freight charges will be calculated based on the actual shipment characteristics, current fuel surcharge, and any accessorial charges that may be applicable at time of pickup or delivery.

Estimated freight to ship 1,100 copies from West Allis plant to West Allis City Hall via Fed-Ex Ground (includes current fuel surcharge)

Additional (+/-) M Total is prorated based on the services quantity / overall total quantity.

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Additional Notes



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| | | |
|--|-------------------|-----------------|
| 1500130 - 32M 24 70# SS 8.5x10.875-1 | Total 32,200 | +/- M's |
| Manufacturing | \$3,328.07 | \$49.95 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$3,444.03 | \$96.12 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$7,139.69 | \$157.61 |
| Additional Adjustments | Total | |
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 | |
| Freight | \$119.10 | |
| 1500130 - 32M 24 70# SS 8.5x10.875-1 Grand Total: | \$6,858.79 | |

| Additional Pricing | Price / Unit | Paper price / Unit | Paper Lbs. / Unit |
|--------------------------------|--------------------|--------------------|-------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$77.06 / PLT | \$43.86 / PLT | 86.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$174.93 / STP | 343.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
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Additional (+/-) M Total is prorated based on the services quantity / overall total quantity.

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Additional Notes



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| | | |
|--|-------------------|-----------------|
| 1500134 - 32M 32 70# SS 8.5x10.875 | Total 32,200 | +/- M's |
| Manufacturing | \$3,089.47 | \$48.24 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$4,718.01 | \$131.65 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$8,175.07 | \$191.43 |
| Additional Adjustments | Total | |
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 | |
| Freight | \$155.84 | |
| 1500134 - 32M 32 70# SS 8.5x10.875 Grand Total: | \$7,930.91 | |

| Additional Pricing | Price / Unit | Paper price / Unit | Paper Lbs. / Unit |
|--------------------------------|--------------------|--------------------|-------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$77.06 / PLT | \$59.67 / PLT | 117.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$239.19 / STP | 469.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
| 3RD PARTY HANDLING FEE-SKID | \$10.28 / SKID | | |



relating to the work, it must be made in writing within thirty (30) days of delivery of the work.

11. Limitations:

Our liability arising out of any work, whether related to quality, delay or otherwise, whether due to our negligence, breach of contract, or any other claim at law or equity, will not exceed the invoiced price allocable to the specific portion of the work that gives rise to the liability. We will not be liable for any failure to perform due to an event of force majeure or any event outside of our reasonable control. We will use commercially reasonable efforts to assure an adequate supply of any materials required for production but we cannot guarantee the availability or pricing of the required materials, as supply and price are dependent upon conditions of supply and demand. In no event will we be liable for any special, incidental or consequential damages, including lost sales.

12. Scope:

If the Proposal specifies multiple jobs, then we have the exclusive right and obligation to perform all of the work for all of the jobs. If the Proposal is for a certain type of job for a specified time, but it is uncertain how many jobs there will actually be (e.g., a particular catalog title for one year), then we have the exclusive right and obligation to perform all of such work you require during the specified time.

13. Assignment:

In connection with any sale or other transfer of all or any portion of your business with which the rights and responsibilities under the Agreement are associated (the "Sold Business"), you will: (a) provide prior written notification to us of such sale or transfer to the extent permitted by law, (b) assign your rights and delegate your responsibilities hereunder to the acquirer or transferee of the Sold Business (the "Acquirer") and (c) obtain a written assumption by Acquirer of all your responsibilities under the Agreement related to the Sold Business. For a period of thirty (30) days after we learn of such sale or transfer (by notification from you or otherwise), we may terminate this Agreement by giving at least thirty (30) days' prior written notice if, in our sole reasonable judgment, the Acquirer is not credit worthy enough for us to continue to do business with Acquirer.

14. Miscellaneous:

You may request changes in the specifications and scheduling of the work. If such changes result in a change in pricing or schedule, we will notify you as soon as practicable and will get your approval before effecting the change(s). If there is no change in pricing or schedule, we will implement the change(s) to the work as soon as practicable. Changes to these terms must be in writing and signed by both of us. The final agreed upon Proposal for the work, the payment terms letter issued by our credit department, the final agreed upon production schedule and these terms constitute the entire agreement between you and us for the work. This agreement supersedes any prior agreements between us relating to the work. Additional or different terms contained in any of your forms (e.g., your purchase order) or correspondence from you will not modify this agreement and are rejected by us.



or not qualified to run in our pressroom.

D. Title and risk of loss for mill overruns shipped to us will remain with you.

E. Paper not used within 30 days of receipt will be subject to our current monthly minimum storage charge.

F. To use a forestry chain of custody trademark, you are responsible for all of the requirements found at <http://www.quad.com/resources/documents/fsc-sfi-and-pefc-trademark-usage-requirements/> and will be liable for non-compliance.

3. Pricing/Taxes:

If the Proposal does not include a price for a particular good or service, you will be charged at our current standard rates. Prices may be adjusted to reflect increases to our cost of materials (e.g., paper and ink) or other third-party supplied production inputs (e.g., utilities) due to general market increases. You are responsible for paying all sales, service, value-added, use, excise, consumption and other similar taxes relating to the work and agree to pay us any such taxes we are legally required to collect from you.

4. Furnished Inserts:

Bind-in cards, blow-in cards, envelopes, signatures and furnished order forms are subject to approval by our finishing department prior to production.

5. Mail Files:

If QuadData Solutions will not be processing your mail files, you must provide production ready mail files formatted per our ink-jet systems requirements. Such requirements are available from QuadData Solutions or your Sales Representative. Files must also be provided presorted, accompanied by pallet placards and/or mail sack tags in compliance with U.S.P.S. regulations, and mail.dat file sets conforming to IDEAlliance specifications. List preparatory pricing for non-production ready mail files is quoted separately by QuadData Solutions.

6. Freight/Postage:

Title and risk of loss to finished and semi-finished work will pass to you upon the earlier of: (1) our delivery to a carrier or the Postal Service F.O.B. our shipping dock or (2) our delivery into storage. This is true even if we own the carrier or storage facility.

Freight and postage are billed separately. You are responsible for all postage. All postage must be deposited with the U.S.P.S. prior to the scheduled mail date. Pool shipping postal savings are not included and will be quoted separately.

Mail date changes for participation in pool shipping cycles must happen prior to the cycle close date. Changes made after this date may be subject to freight costs for mail routed in the specific cycle.

7. Schedules:

We agree to perform the work on the mutually agreed upon schedule subject to the timely receipt of production inputs and materials from yourself and other third parties. Changes to existing schedules must be mutually agreed upon.

8. Quantity Variations/Storage:

The following over variations in quantities ordered will constitute acceptable delivery and the excess will be charged at the additional thousands rate as previously set forth: A 5% overrun will be permitted for print order quantities less than 10,000; 3% for quantities 10,000–30,000 and 2% for quantities in excess of 30,000. Quantity variation percentages are related to the delivery of final product to you and do not reflect the additional billable spoilage required for co-mail and finishing operations (e.g. inserting a customer-furnished piece); these additional spoilage amounts/percentages will be communicated to you prior to the start of production.

Finished and semi-finished work will be stored for 60 days from final scheduled ship/mail date. If we do not receive written disposition instructions within such 60 day period, then we will exercise our discretion in the disposition of any remaining work.

9. Ownership:

You own and will continue to own any materials and content you furnish to us for incorporation into the work. You promise that any content or materials that we incorporate into the work at your direction are not libelous and do not violate any law or infringe any third-party intellectual property rights.

You acknowledge and agree that we own and shall continue to own all of our intellectual property.

We may provide certain services on a work-for-hire basis, provided that both we and you expressly agree in writing that such services are being performed on a work-for-hire basis. In such case, copyright will vest in you upon payment in full for the services.

10. Warranties:

We promise that the work we do for you will meet the production specifications described in the Proposal for any such work and the generally accepted quality standards of the commercial printing industry. We make no other promises or warranties and all other express and implied warranties are disclaimed, including the warranties of merchantability and fitness for a particular purpose. If you have a claim



Quad Manufacturing Specifications & Terms of Sale

1. Imaging:

If we will not be providing imaging services, then you will supply final plate ready files and composite digital color proofs for computer to plate. Files and proofs are to be created per the specifications outlined in the document "DIGITAL OUTPUT SPECIFICATIONS FOR OFFSET & GRAVURE PRINTING", which may be found at http://www.quad.com/resources/tech_specs/digital-proof-guidelines-for-offset-and-gravure/. We will produce a set of final digital blueline proofs for your verification and approval. Test files should also be submitted well in advance of live production to your designated Customer Service Representative. Manufacturing costs quoted are based on supplied plate ready digital files and color proofs; you may be subject to additional charges if files and proofs are not submitted in accordance with specifications or should you not submit test files. If premedia services are required, imaging pricing may be found on a separate estimate, created by your Sales Representative. Creative and photo products and services provided by BlueSoho shall be subject to the terms and conditions provided with any corresponding proposal.

PDF files are to be created per our "DIGITAL PAGE AND IMAGING SPECIFICATIONS FOR VARIABLE IMAGING"; the most current version of these specifications may be found at http://www.quad.com/resources/tech_specs/digital-page-and-image-specifications-for-variable-imaging/.

2. Paper:

For paper furnished by us, the following terms apply:

A. The paper price invoiced to you will be the price quoted plus any subsequent price increases enacted by the mill up to commencement of print production.

B. Less Than Load (LTL = less than 40,000#'s) paper orders are subject to additional freight related or logistic mark-ups per unique grade and basis weight required. Any such additional freight charges are available from your Sales Representative.

C. Roll sizes required under 17" are possibly subject to additional charges.

D. Unless otherwise specified and negotiated, we will determine the specific brand of paper to be purchased that meets client's quality expectations.

E. We take title to paper and assume responsibility for all of the following:

-Providing paper in the correct roll size, tonnage and roll specification

-Over/under shipments of paper from the mill

-Paper made to basis weight above nominal

-Settlement of claims for defective paper with the mill

F. We will supply paper to produce the tentative quantity provided by you and we will provide you with the Last Date to Change the Order ("LDC"). You will be responsible for paper inventories resulting from material specification changes made after the LDC, such as changes in print quantity, basis weight, grade or roll size.

G. After expiration of the agreement, you will be responsible for all remaining inventory previously purchased on your behalf. In the event of excess inventory, we will make a good faith effort to use such paper on work produced for other customers.

H. To use a forestry chain of custody trademark, you are responsible for all of the requirements found at <http://www.quad.com/resources/documents/fsc-sfi-and-pefc-trademark-usage-requirements/> and will be liable for non-compliance.

I. We will use our best efforts to assure an adequate supply of paper, but we cannot guarantee the availability or pricing of the required paper or the price of substitute paper of an equivalent grade if the required paper is unavailable, as supply and price are dependent upon conditions of supply and demand in the paper industry.

For paper furnished by you, the following terms apply:

A. You will take title to paper and assume responsibility for all of the items listed in item E above. Supplied paper that does not comply with item E could result in additional charges. Our roll specifications can be found at http://www.quad.com/resources/tech_specs/supplier-specifications-for-roll-paper/.

B. Title to the unconsumed portion of paper passes to us upon completion of production. We reserve the right to adjust paper requirements if the print order, trim size, number of version changes or if there is any other specification change that would affect the amount of paper required.

C. We will be responsible for excess paper consumption, except for excess consumption on any paper that is not first-run, mill-guaranteed



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The work was bid with the pricing totals in Spec(s)# 1500129, 1500130 and 1500134. Spec(s)# 1500129, 1500130 and 1500134 shall be used to invoice (detail) the production charges for the work. The attached manufacturing pricing shall remain firm for one year from the effective date of this agreement against changes to Quad/Graphics' cost of labor. At the close of such period, and once annually thereafter, Quad/Graphics may adjust manufacturing prices to reflect the change to Quad/Graphics' cost of labor.

From the list of available options, please select all that apply

| Available Options | Trim Size | Quantity | Total Cost |
|---|--------------|----------|------------|
| <input type="checkbox"/> 1500129 - 32M 20 70# SS 8.5x10.875 | 8.5 x 10.875 | 32,200 | \$6,227.68 |
| <input type="checkbox"/> 1500130 - 32M 24 70# SS 8.5x10.875-1 | 8.5 x 10.875 | 32,200 | \$6,858.79 |
| <input type="checkbox"/> 1500134 - 32M 32 70# SS 8.5x10.875 | 8.5 x 10.875 | 32,200 | \$7,930.91 |

This Proposal agreement is not binding until signed by two authorized representatives of Quad/Graphics, Inc.

Respectfully Submitted

Accepted & Approved

Carrie Schweikart
Quad/Graphics

Denise Cleary
City of West Allis

09/20/2019

Date

Date

Accepted & Approved

John Stano
Quad/Graphics

Date

This work shall be subject to all terms and conditions set forth herein and the terms and conditions set forth in any of the following Quad/Graphics attachments if they have been attached to this Proposal: Manufacturing Specifications, Manufacturing Specifications and Terms of Sale, and/or Terms of Sale. The terms of any such attachments are incorporated into this Proposal and supersede any different or additional terms contained in any of your purchase order or other forms. If you and Quad/Graphics have signed a long term contract, master supply agreement, or other terms of sale, then that document will control and supersede all attachments. Quad/Graphics reserves the right to revise the terms of this proposal if this Proposal is not accepted by City of West Allis within ninety (90) days.



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Denise Cleary
 City of West Allis
 7525 W. Greenfield Ave
 West Allis, WI 53214
 (414) 430-28355

Carrie Schweikart
 Quad/Graphics
 N64W23110 Main Street
 Sussex, WI 53089
 (703) 837-5209

Re: Proposal - 2239567

Proposal Id: 2239567

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| Title | Frequency |
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 Res/Oc List Rental: 31,100 copies

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Additional Notes

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|---|---------------------|-----------------|
| 1500129 - 32M 20 70# SS 8.5x10.875 | Total 32,200 | +/- M's |
| Manufacturing | \$3,150.90 | \$51.33 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$3,009.00 | \$82.29 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$6,527.49 | \$145.16 |

Additional Adjustments

Total

| | |
|--|-----------|
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 |
| Freight | \$100.19 |

1500129 - 32M 20 70# SS 8.5x10.875 Grand Total: \$6,227.68

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|--------------------------------|---------------------|---------------------------|--------------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$66.79 / PLT | \$30.09 / PLT | 59.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$119.85 / STP | 235.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
| 3RD PARTY HANDLING FEE-SKID | \$10.28 / SKID | | |



32M 24 70# SS 8.5x10.875-1

Prep Work Quad to receive PDFX1A files for all pages.

Additional prepress processing services will be invoiced at our prevailing prepress rates.

Trim Size 8.5 inches Width x 10.875 inches Height

Quantity 32,200 copies

Presswork Body: 24 pages

24 pages of 4/C process throughout with medium ink coverage

Pricing for one base version only. If version changes are required, charges associated with changes will be invoiced according to actual manufacturing requirements. Versioning greater than 10 versions per book or less than 1,000 copies per version are subject to plant approval and may result in additional manufacturing charges and lengthened schedule.

Finishing SADDLE STITCH

QDS Inkjet Format Package: 31,100 copies

Res/Oc List Rental: 31,100 copies

QDS pricing is included in this proposal but will be invoiced based on actual work performed.

Paper Body: 70 Lb. Gloss Finish #3 25X38 Book Quad Supplied

The price for paper included in this Agreement/Proposal is based on current market price. It is subject to availability and will be adjusted to reflect prices at the time of production including any subsequent price increases enacted by the mill up to commencement of print production.

Distribution Inkjet (1 Std Pos - 80 Dpi): 31,100 copies

Std Cartons 30#: 1,100 copies

Skids(Cartons On Skids): 1,100 copies

F.O.B. Printer's dock. If customer contracts the freight through a third party, a handling fee will be billed as incurred.

The freight estimates are based on the information provided. The actual freight charges will be calculated based on the actual shipment characteristics, current fuel surcharge, and any accessorial charges that may be applicable at time of pickup or delivery.

Estimated freight to ship 1,100 copies from West Allis plant to West Allis City Hall via Fed-Ex Ground (includes current fuel surcharge)

Additional (+/-) M Total is prorated based on the services quantity / overall total quantity.

This quotation is based on the specifications supplied at the time of the estimate. Prices are subject to equipment availability and mutual agreement of production schedules. Unless specifically noted, the pricing in this quote does not reflect any discounts, rebates or sales incentives. Printer reserves the right to review coverage upon receipt of files.

Additional Notes



Account: CITY OF WEST ALLIS
 Title: IT'S YOUR CITY

09/20/2019

| | | |
|--|-------------------|-----------------|
| 1500130 - 32M 24 70# SS 8.5x10.875-1 | Total 32,200 | +/- M's |
| Manufacturing | \$3,328.07 | \$49.95 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$3,444.03 | \$96.12 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$7,139.69 | \$157.61 |
| Additional Adjustments | Total | |
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 | |
| Freight | \$119.10 | |
| 1500130 - 32M 24 70# SS 8.5x10.875-1 Grand Total: | \$6,858.79 | |

| Additional Pricing | Price / Unit | Paper price / Unit | Paper Lbs. / Unit |
|--------------------------------|--------------------|--------------------|-------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$77.06 / PLT | \$43.86 / PLT | 86.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$174.93 / STP | 343.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
| 3RD PARTY HANDLING FEE-SKID | \$10.28 / SKID | | |



32M 32 70# SS 8.5x10.875

Prep Work Quad to receive PDFX1A files for all pages.

Additional prepress processing services will be invoiced at our prevailing prepress rates.

Trim Size 8.5 inches Width x 10.875 inches Height

Quantity 32,200 copies

Presswork Body: 32 pages
32 pages of 4/C process throughout with medium ink coverage

Pricing for one base version only. If version changes are required, charges associated with changes will be invoiced according to actual manufacturing requirements. Versioning greater than 10 versions per book or less than 1,000 copies per version are subject to plant approval and may result in additional manufacturing charges and lengthened schedule.

Finishing SADDLE STITCH

QDS Inkjet Format Package: 31,100 copies

Res/Oc List Rental: 31,100 copies

QDS pricing is included in this proposal but will be invoiced based on actual work performed.

Paper Body: 70 Lb. Gloss Finish #3 25X38 Book Quad Supplied

The price for paper included in this Agreement/Proposal is based on current market price. It is subject to availability and will be adjusted to reflect prices at the time of production including any subsequent price increases enacted by the mill up to commencement of print production.

Distribution Inkjet (1 Std Pos - 80 Dpi): 31,100 copies

Std Cartons 30#: 1,100 copies

Skids(Cartons On Skids): 1,100 copies

F.O.B. Printer's dock. If customer contracts the freight through a third party, a handling fee will be billed as incurred.

The freight estimates are based on the information provided. The actual freight charges will be calculated based on the actual shipment characteristics, current fuel surcharge, and any accessorial charges that may be applicable at time of pickup or delivery.

Estimated freight to ship 1,100 copies from West Allis plant to West Allis City Hall via Fed-Ex Ground (includes current fuel surcharge)

Additional (+/-) M Total is prorated based on the services quantity / overall total quantity.

This quotation is based on the specifications supplied at the time of the estimate. Prices are subject to equipment availability and mutual agreement of production schedules. Unless specifically noted, the pricing in this quote does not reflect any discounts, rebates or sales incentives. Printer reserves the right to review coverage upon receipt of files.

Additional Notes



Account: CITY OF WEST ALLIS
 Title: IT'S YOUR CITY

09/20/2019

| | | |
|---|---------------------|-----------------|
| 1500134 - 32M 32 70# SS 8.5x10.875 | Total 32,200 | +/- M's |
| Manufacturing | \$3,089.47 | \$48.24 |
| Paper | | |
| Body: 70 Lb. Gloss Finish #3 25X38 Book | \$4,718.01 | \$131.65 |
| QDS | | |
| Inkjet Format Package 31,100 | \$111.95 | \$3.60 |
| Res/Oc List Rental 31,100 | \$255.64 | \$8.22 |
| Total Manufacturing/Paper | \$8,175.07 | \$191.43 |

| Additional Adjustments | Total | |
|--|-------------------|--|
| Manufacturing Discount in exchange for 1/2 page Quad/Graphics ad | \$-400.00 | |
| Freight | \$155.84 | |
| 1500134 - 32M 32 70# SS 8.5x10.875 Grand Total: | \$7,930.91 | |

| Additional Pricing | Price / Unit | Paper price / Unit | Paper Lbs. / Unit |
|--------------------------------|---------------------|---------------------------|--------------------------|
| CONTRACT PROOF/EPSON (1085) | \$25.69 / EA | | |
| VERSION PLATE & MKR CHANGE | \$77.06 / PLT | \$59.67 / PLT | 117.00 / PLT |
| VERSION PLATE PRESS STOP | \$102.75 / STP | \$239.19 / STP | 469.00 / STP |
| POCKET CHANGE | \$20.55 / PKT | | |
| HANDLE FURNISHED SKIDS | \$18.50 / SKID | | |
| SKID STORAGE | \$18.50 / SKID /MO | | |
| 3RD PARTY HANDLING FEE-CARTON | \$1.18 / CTN | | |
| 3RD PARTY HANDLING FEE-PACKAGE | \$1.18 / EA | | |
| 3RD PARTY HANDLING FEE-SKID | \$10.28 / SKID | | |



Account: CITY OF WEST ALLIS
Title: IT'S YOUR CITY

09/20/2019

The work was bid with the pricing totals in Spec(s)# 1500129, 1500130 and 1500134. Spec(s)# 1500129, 1500130 and 1500134 shall be used to invoice (detail) the production charges for the work. The attached manufacturing pricing shall remain firm for one year from the effective date of this agreement against changes to Quad/Graphics' cost of labor. At the close of such period, and once annually thereafter, Quad/Graphics may adjust manufacturing prices to reflect the change to Quad/Graphics' cost of labor.

From the list of available options, please select all that apply

| Available Options | Trim Size | Quantity | Total Cost |
|--|--------------|----------|------------|
| <input checked="" type="checkbox"/> 1500129 - 32M 20 70# SS 8.5x10.875 | 8.5 x 10.875 | 32,200 | \$6,227.68 |
| <input checked="" type="checkbox"/> 1500130 - 32M 24 70# SS 8.5x10.875-1 | 8.5 x 10.875 | 32,200 | \$6,858.79 |
| <input checked="" type="checkbox"/> 1500134 - 32M 32 70# SS 8.5x10.875 | 8.5 x 10.875 | 32,200 | \$7,930.91 |

This Proposal agreement is not binding until signed by two authorized representatives of Quad/Graphics, Inc.

Respectfully Submitted

Accepted & Approved

Carrie Schweikart
Quad/Graphics

~~Denise Cleary~~
City of West Allis
Robert Barwick

09/20/2019
Date

01/27/2020
Date

Accepted & Approved

John Stano
Quad/Graphics

01/28/2020
Date

This work shall be subject to all terms and conditions set forth herein and the terms and conditions set forth in any of the following Quad/Graphics attachments if they have been attached to this Proposal: Manufacturing Specifications, Manufacturing Specifications and Terms of Sale, and/or Terms of Sale. The terms of any such attachments are incorporated into this Proposal and supersede any different or additional terms contained in any of your purchase order or other forms. If you and Quad/Graphics have signed a long term contract, master supply agreement, or other terms of sale, then that document will control and supersede all attachments. Quad/Graphics reserves the right to revise the terms of this proposal if this Proposal is not accepted by City of West Allis within ninety (90) days.



Quad Manufacturing Specifications & Terms of Sale

1. Imaging:

If we will not be providing imaging services, then you will supply final plate ready files and composite digital color proofs for computer to plate. Files and proofs are to be created per the specifications outlined in the document "DIGITAL OUTPUT SPECIFICATIONS FOR OFFSET & GRAVURE PRINTING", which may be found at http://www.quad.com/resources/tech_specs/digital-proof-guidelines-for-offset-and-gravure/. We will produce a set of final digital blue-line proofs for your verification and approval. Test files should also be submitted well in advance of live production to your designated Customer Service Representative. Manufacturing costs quoted are based on supplied plate ready digital files and color proofs; you may be subject to additional charges if files and proofs are not submitted in accordance with specifications or should you not submit test files. If premedia services are required, imaging pricing may be found on a separate estimate, created by your Sales Representative. Creative and photo products and services provided by BlueSoho shall be subject to the terms and conditions provided with any corresponding proposal.

PDF files are to be created per our "DIGITAL PAGE AND IMAGING SPECIFICATIONS FOR VARIABLE IMAGING"; the most current version of these specifications may be found at http://www.quad.com/resources/tech_specs/digital-page-and-image-specifications-for-variable-imaging/.

2. Paper:

For paper furnished by us, the following terms apply:

- A. The paper price invoiced to you will be the price quoted plus any subsequent price increases enacted by the mill up to commencement of print production.
- B. Less Than Load (LTL = less than 40,000#'s) paper orders are subject to additional freight related or logistic mark-ups per unique grade and basis weight required. Any such additional freight charges are available from your Sales Representative.
- C. Roll sizes required under 17" are possibly subject to additional charges.
- D. Unless otherwise specified and negotiated, we will determine the specific brand of paper to be purchased that meets client's quality expectations.
- E. We take title to paper and assume responsibility for all of the following:
 - Providing paper in the correct roll size, tonnage and roll specification
 - Over/under shipments of paper from the mill
 - Paper made to basis weight above nominal
 - Settlement of claims for defective paper with the mill
- F. We will supply paper to produce the tentative quantity provided by you and we will provide you with the Last Date to Change the Order ("LDC"). You will be responsible for paper inventories resulting from material specification changes made after the LDC, such as changes in print quantity, basis weight, grade or roll size.
- G. After expiration of the agreement, you will be responsible for all remaining inventory previously purchased on your behalf. In the event of excess inventory, we will make a good faith effort to use such paper on work produced for other customers.
- H. To use a forestry chain of custody trademark, you are responsible for all of the requirements found at <http://www.quad.com/resources/documents/fsc-sfi-and-pefc-trademark-usage-requirements/> and will be liable for non-compliance.
- I. We will use our best efforts to assure an adequate supply of paper, but we cannot guarantee the availability or pricing of the required paper or the price of substitute paper of an equivalent grade if the required paper is unavailable, as supply and price are dependent upon conditions of supply and demand in the paper industry.

For paper furnished by you, the following terms apply:

- A. You will take title to paper and assume responsibility for all of the items listed in item E above. Supplied paper that does not comply with item E could result in additional charges. Our roll specifications can be found at http://www.quad.com/resources/tech_specs/supplier-specifications-for-roll-paper/.
- B. Title to the unconsumed portion of paper passes to us upon completion of production. We reserve the right to adjust paper requirements if the print order, trim size, number of version changes or if there is any other specification change that would affect the amount of paper required.
- C. We will be responsible for excess paper consumption, except for excess consumption on any paper that is not first-run, mill-guaranteed



or not qualified to run in our pressroom.

D. Title and risk of loss for mill overruns shipped to us will remain with you.

E. Paper not used within 30 days of receipt will be subject to our current monthly minimum storage charge.

F. To use a forestry chain of custody trademark, you are responsible for all of the requirements found at <http://www.quad.com/resources/documents/fsc-sfi-and-pefc-trademark-usage-requirements/> and will be liable for non-compliance.

3. Pricing/Taxes:

If the Proposal does not include a price for a particular good or service, you will be charged at our current standard rates. Prices may be adjusted to reflect increases to our cost of materials (e.g., paper and ink) or other third-party supplied production inputs (e.g., utilities) due to general market increases. You are responsible for paying all sales, service, value-added, use, excise, consumption and other similar taxes relating to the work and agree to pay us any such taxes we are legally required to collect from you.

4. Furnished Inserts:

Bind-in cards, blow-in cards, envelopes, signatures and furnished order forms are subject to approval by our finishing department prior to production.

5. Mail Files:

If QuadData Solutions will not be processing your mail files, you must provide production ready mail files formatted per our ink-jet systems requirements. Such requirements are available from QuadData Solutions or your Sales Representative. Files must also be provided presorted, accompanied by pallet placards and/or mail sack tags in compliance with U.S.P.S. regulations, and mail.dat file sets conforming to IDEAlliance specifications. List preparatory pricing for non-production ready mail files is quoted separately by QuadData Solutions.

6. Freight/Postage:

Title and risk of loss to finished and semi-finished work will pass to you upon the earlier of: (1) our delivery to a carrier or the Postal Service F.O.B. our shipping dock or (2) our delivery into storage. This is true even if we own the carrier or storage facility.

Freight and postage are billed separately. You are responsible for all postage. All postage must be deposited with the U.S.P.S. prior to the scheduled mail date. Pool shipping postal savings are not included and will be quoted separately.

Mail date changes for participation in pool shipping cycles must happen prior to the cycle close date. Changes made after this date may be subject to freight costs for mail routed in the specific cycle.

7. Schedules:

We agree to perform the work on the mutually agreed upon schedule subject to the timely receipt of production inputs and materials from yourself and other third parties. Changes to existing schedules must be mutually agreed upon.

8. Quantity Variations/Storage:

The following over variations in quantities ordered will constitute acceptable delivery and the excess will be charged at the additional thousands rate as previously set forth: A 5% overrun will be permitted for print order quantities less than 10,000; 3% for quantities 10,000-30,000 and 2% for quantities in excess of 30,000. Quantity variation percentages are related to the delivery of final product to you and do not reflect the additional billable spoilage required for co-mail and finishing operations (e.g. inserting a customer-furnished piece); these additional spoilage amounts/percentages will be communicated to you prior to the start of production.

Finished and semi-finished work will be stored for 60 days from final scheduled ship/mail date. If we do not receive written disposition instructions within such 60 day period, then we will exercise our discretion in the disposition of any remaining work.

9. Ownership:

You own and will continue to own any materials and content you furnish to us for incorporation into the work. You promise that any content or materials that we incorporate into the work at your direction are not libelous and do not violate any law or infringe any third-party intellectual property rights.

You acknowledge and agree that we own and shall continue to own all of our intellectual property.

We may provide certain services on a work-for-hire basis, provided that both we and you expressly agree in writing that such services are being performed on a work-for-hire basis. In such case, copyright will vest in you upon payment in full for the services.

10. Warranties:

We promise that the work we do for you will meet the production specifications described in the Proposal for any such work and the generally accepted quality standards of the commercial printing industry. We make no other promises or warranties and all other express and implied warranties are disclaimed, including the warranties of merchantability and fitness for a particular purpose. If you have a claim



relating to the work, it must be made in writing within thirty (30) days of delivery of the work.

11. Limitations:

Our liability arising out of any work, whether related to quality, delay or otherwise, whether due to our negligence, breach of contract, or any other claim at law or equity, will not exceed the invoiced price allocable to the specific portion of the work that gives rise to the liability. We will not be liable for any failure to perform due to an event of force majeure or any event outside of our reasonable control. We will use commercially reasonable efforts to assure an adequate supply of any materials required for production but we cannot guarantee the availability or pricing of the required materials, as supply and price are dependent upon conditions of supply and demand. In no event will we be liable for any special, incidental or consequential damages, including lost sales.

12. Scope:

If the Proposal specifies multiple jobs, then we have the exclusive right and obligation to perform all of the work for all of the jobs. If the Proposal is for a certain type of job for a specified time, but it is uncertain how many jobs there will actually be (e.g., a particular catalog title for one year), then we have the exclusive right and obligation to perform all of such work you require during the specified time.

13. Assignment:

In connection with any sale or other transfer of all or any portion of your business with which the rights and responsibilities under the Agreement are associated (the "Sold Business"), you will: (a) provide prior written notification to us of such sale or transfer to the extent permitted by law, (b) assign your rights and delegate your responsibilities hereunder to the acquirer or transferee of the Sold Business (the "Acquirer") and (c) obtain a written assumption by Acquirer of all your responsibilities under the Agreement related to the Sold Business. For a period of thirty (30) days after we learn of such sale or transfer (by notification from you or otherwise), we may terminate this Agreement by giving at least thirty (30) days' prior written notice if, in our sole reasonable judgment, the Acquirer is not credit worthy enough for us to continue to do business with Acquirer.

14. Miscellaneous:

You may request changes in the specifications and scheduling of the work. If such changes result in a change in pricing or schedule, we will notify you as soon as practicable and will get your approval before effecting the change(s). If there is no change in pricing or schedule, we will implement the change(s) to the work as soon as practicable. Changes to these terms must be in writing and signed by both of us. The final agreed upon Proposal for the work, the payment terms letter issued by our credit department, the final agreed upon production schedule and these terms constitute the entire agreement between you and us for the work. This agreement supersedes any prior agreements between us relating to the work. Additional or different terms contained in any of your forms (e.g., your purchase order) or correspondence from you will not modify this agreement and are rejected by us.