CITY of NOVI CITY COUNCIL



Agenda Item H May 6, 2013

SUBJECT: Approval to award the bid for Police and Fire Department uniforms to Allie Brothers, Inc., the lowest bidder based on unit pricing, for an estimated annual amount of \$50,000-\$60,000 for a period of two (2) years, with three (3) renewal options in one (1) year increments.

SUBMITTING DEPARTMENT: Police and Fire

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	Estimated \$50,000 - \$60,000
AMOUNT BUDGETED	\$144,800 (includes turn-out gear, ballistic vests, cleaning and other items)
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	101-301.00-741.000, 101-337.00-741.000

BACKGROUND INFORMATION:

The bid documents were posted on the Michigan Intergovernmental Trade Network (MITN) website on April 1, 2013 and email notifications were sent to 138 firms. We received two bids. Allie Brothers Inc. was the lowest bidder. They also provided pricing for all of the uniform items.

This contract provides all uniforms required by the Police and Fire Departments. The bid specifications require the vendor to come to the departments for all measuring and to deliver the uniforms to the departments. Police and Fire Department officers are provided a full uniform at hiring. Thereafter, replacement items are ordered based upon yearly summer and winter uniform inspections.

This is a two (2) year contract with three (3) renewal options in one (1) year increments.

RECOMMENDED ACTION: Approval to award the bid for Police and Fire Department uniforms to Allie Brothers, Inc., the lowest bidder based on unit pricing, for an estimated annual amount of \$50,000-\$60,000 for a period of two (2) years, with three (3) renewal options in one (1) year increments.

	1	2	Υ	Ν
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Casey				
Council Member Fischer				

	1	2	Υ	Ν
Council Member Margolis				
Council Member Mutch				
Council Member Wrobel				

	Brand / Model #	Additional Description	Allie Brothers of Livonia	Unitex Direct
Shirts				
* Long Sleeve - Winter	Elbeco Duty Max #544	11 3/4 oz Gabardine w/Nano Tex (Navy)	\$42.99	\$54.72
* Short Sleeve - Summer	Elbeco Tex Trop #3314	Dacron Polyester w/Nano Tex (Navy)	\$36.95	\$37.46
* Long Sleeve - Winter Command	Elbeco Duty Max #544	11 3/4 oz Gabardine w/Nano Tex (White)	\$34.95	\$54.72
* Short Sleeve - Winter Command	Elbeco Tex Trop #3314	Dacron Polyester w/Nano Tex (White)	\$32.50	\$37.46
* Fatigue Shirt	Elbeco #9204	Navy	\$35.99	\$52.89
Mock Turtleneck	Unnder Armour	Tactical Mock turtle neck compression fit in Dark Navy	\$49.99	\$43.65
Dickie	Blauer #8109X	Black, w/ NOVI PD embroidered in white	\$13.99	n/a
* K-9 Shirt	Elbeco #9204	Navy, Additional patch to be sewn on left chest, no badge tab	\$35.99	\$52.89
Pants				
1idweight Pant - Summer & Winter	Elbeco #E254N #9254N	Navy, male and female sizes, pockets - 2 side, 2 hip, 1 watch, 2 side sap, plain bottom w/3" hem, 1" black ribbed stripe	\$71.99	\$100.49
Fatigue Pant	Elbeco #E7604	Navy	\$35.95	\$63.24
K-9 Pant	Elbeco #E7604	Navy	\$35.95	\$63.24
Gun Pocket		To be added to pants as requested	\$6.00	\$10.00
Neckties				
Clip on	Regular Length	Navy, 75% Polyester / 25% Wool	\$4.99	\$4.72
Clip on	Long Length	Navy, 75% Polyester / 25% Wool	\$5.50	\$4.86
Hand Tied		Navy, 75% Polyester / 25% Wool	\$4.99	\$4.72
Headgear				
Uniform Hat - Dress	Lancaster Company - Pershing	Center Post Hole	\$44.99	n/a
Command Uniform Hat - Dress	Lancaster Company - Pershing	Center Post Hole with gold "scrambled egg" on bill for Asst Chief, Dep Chief and Chief	\$54.99	n/a
Hat Cover	Blauer #107	Reversible urethane coated nylon, (Yellow)	\$9.99	n/a
Baseball Cap	Flexfit	Navy, w/ Embroidered Novi PD patch sewn on	\$10.95	n/a
Knit Watch Cap	Broner #61-161	Black, w/ Embroidered Novi PD patch sewn on	\$7.99	n/a
Outerwear				
* All Weather Jacket	Blauer #9010Z	Epaulets & badge tab, Gore-Tex lined, removable Thinsulate liner, concealable reflective strips on collar & cuffs	\$254.99	n/a
FTO Jacket	Blauer #330	w/concealable "Police" banner on back and chest	\$28.99	n/a
Raincoat	Blauer Defender #26990	All Yellow, full length, w/ scotchlight reflective striping	\$79.99	n/a
* Sweater	Blauer Commando #200	100% Wool, Badge tabs and name tab sewn on	\$54.99	n/a

	Brand / Model #	Additional Description	Allie Brothers of Livonia	Unitex Direct
Footwear				
Shoes	Bates	Low-quarter, leather, rubber sole	\$60.00	n/a
Galoshes		w/ center front zipper	\$29.99	n/a
Motorcycle				
* Shirt	Olympic Coolmax	Navy, Short Sleeve	\$49.99	n/a
Riding Breeches - Cool Weather	Fleichheimer Flying Cross LAPD Specs #RN28562	Navy	\$149.95	n/a
Riding Breeches - Warm Weather	United Uniform	Navy, 100% Polyester, Police Riding Pant	\$99.99	n/a
* Leather Jacket	Taylor	Black, Leather w/epaulets, badge holder, removable liner, Detroit style	\$359.99	n/a
Cycle Boots	Dehners #34926	Black, Leather, 9 hole lace at Instep, single buckle calf, rubber sole	\$394.99	n/a
Rain Jacket	Dry Rider #475MD	w/Scotchlight reflective stripe	\$39.99	n/a
Rain Pants	Dry Rider #475	w/Scotchlight reflective stripe	\$39.99	n/a
Gloves	Olympia - Roper I		\$29.99	n/a
Goggles	Wiley X "Raptor"		\$89.95	n/a
Bike Uniform				
Shirt	Blauer #8132P	Royal / Navy Scotchlite stripe on Sleeve and chest, 3 1/4" X 9 1/4" Scotchlite "POLICE" on back, Badge patch on left chest Zippered pocket w/pen holders, police patches on both sleeves	\$54.99	n/a
Turtleneck	Under Armour	Tactical Mock turtle neck compression fit in Dark Navy	\$49.99	n/a
Shorts	Blauer #8842	Navy	\$54.99	n/a
Sweatpants	Blauer #8822	Navy	\$59.99	n/a
Jacket	Blauer #4660P	Royal / Navy Scotchlite stripe on Sleeve and chest, 3 1/4" X 9 1/4" Scotchlite "POLICE" on back, Badge patch on left chest Zippered pocket w/pen holders, police patches on both sleeves	\$119.95	n/a
Shoes	New Balance Bike Shoes #706	Black	\$84.95	n/a
Bike Garrison Belt	Safariland	4325	\$18.95	n/a
Bike Sam Brown Belt	Safariland	4300	\$29.99	n/a
Bike Gun Holster	Safariland	6280-174-261	\$80.00	n/a
Bike Handcuff Case	Safariland	4250	\$14.95	n/a
Bike Magazine Case	Safariland	4110	\$19.95	n/a
Bike Flashlight Case	Safariland	4230	\$14.99	n/a
Bike Belt Keepers	Safariland	4200	\$2.50	n/a
Bike Gloves	Hatch	CTM 100	\$24.99	n/a
Glasses	Wiley X	Romer II	\$89.95	n/a
RT Uniforms/Equipment				
Sure Fire	SureFire X300	Weapons mounted light	\$199.95	n/a
Holster	Blackhawk Omega Drop Holster		\$49.99	n/a
Boots	NB Boots 811BK	New Balance Black	\$139.99	n/a

	Brand / Model #	Additional Description	Allie Brothers of Livonia	Unitex Direct
Leather Gear				
Garrison Belt	Bianchi #B8	11 3/4 oz basket weave w/Velcro for Officers and with gold buckle for Lieutenants, Asst Chief, and Chief	\$24.95	\$54.93
Sam Browne Belt	Bianchi #B2	2 1/4', fully lined, basket weave	\$54.99	\$116.20
Off Duty Weapon Holster	Blackhawk CQC 410005BK	for Sig Sauer P229R w/legacy slide, DAK trigger	\$46.99	\$51.21
Cuff Case	Bianchi #35P	11 3/4 oz basket weave, silver snap for Officers / Sergeants Gold for lieuteants, Asst Chief, Deputy Chief and Chief	\$21.99	\$29.06
Chemical Spray Carrier	Boston Leather #5535- 3	Basket weave for Freeze +P spray	\$16.99	\$16.20
Flashlight Holder	Boston Leather #5576- 3	Basket weave for Pelican flashlight	\$18.99	\$20.14
Magazine Carrier	Safariland #77-83-4HS	Basket weave, double with snaps	\$32.99	\$31.87
Belt Keepers	Boston Leather	Basket weave	\$2.50	\$3.10
Belt Badge Holder	Boston Leather	Die-Cut for badge B-51	\$12.50	\$14.93
Neck Badge Holder	Perfect Fit #706	With Chain	\$11.50	\$12.32
Badge Case	Strong #B251	Leather	\$21.99	n/a
Magazine / Cuff Holder	Safariland #2601	Basket weave	\$44.99	\$50.00
Equipment				
Handcuffs	Peerless	Standard, Chain	\$29.99	\$26.69
Riot Helmet	Premier Crown PC- 6006	With Shield and Neck Protector FXR	\$125.00	\$158.51
Flashlight	Streamlight #75860	Stinger DS LED Flashlight	\$139.99	\$113.14
Traffic Vest	Galls #HS279	ANSI/ISEA 207-2006 standard	\$19.99	\$16.89
Clipboard	Saunders #10003	8 3/4" x 14" Aluminum	\$24.99	\$19.99
Ticket Book Holder	Saunders #12205	5" x 12" Aluminum	\$24.00	\$24.59
Binoculars	Bushnell	10x50 Insta-Focus	\$49.99	\$92.25
Range Glasses	Silencio	Clear Lens	\$8.99	n/a
Gloves	Franklin #17310	Textured, leather palm/fingers, leather & mesh back, cut-resistant (spectra, arimid, or Kevlar) lined	\$44.95	\$44.83
Accessories / Brass				
Shirt Badge	Blackinton B251	Silver - Officers / Sergeants Gold - Command	\$48.99	n/a
Jacket Badge	Blackinton B562	Silver - Officers / Sergeants Gold - Command	\$48.99	n/a
Hat Badge	Blackinton B616	Silver - Officers / Sergeants Gold - Command	\$44.50	n/a
Wallet Badge	Blackinton B251 Flat	Silver - Officers / Sergeants Gold - Command	\$48.99	n/a
Name Plate	Blackinton A2388	Silver - Officers / Sergeants Gold - Command Black Letters, Pin & Clasp Back	\$11.50	n/a
Tie Bar	Blackinton	Silver - Officers / Sergeants Gold - Command State Seal w/ "Novi Police" engraved	\$11.50	n/a
Collar VI	Blackinton	Silver - Custom made "VI"	\$9.99	n/a

	Brand / Model #	Additional Description	Allie Brothers of Livonia	Unitex Direct
Collar Rank Insignia - Sergeant	Blackinton	Chevron. 3 Stripes	\$4.00	n/a
Collar Rank Insignia - Lieutenant	Blackinton A1973	Gold bar, Flat finish	\$4.00	n/a
Collar Rank Insignia - Asst. Chief	Blackinton A3731	3 Gold Stars	\$11.99	n/a
Collar Rank Insignia - Chief	Blackinton A3731	4 Gold Stars	\$12.99	n/a
Coat Epaulet Rank Insignia - Lieutenant	Blackinton A1973	Gold bar, Flat finish	\$6.00	n/a
Coat Epaulet Rank Insignia - Asst. Chief	Blackinton A3731	3 Gold Stars	\$11.99	n/a
Coat Epaulet Rank Insignia - Chief	Blackinton A3731	4 Gold Stars	\$12.99	n/a
Whistle	Acme Thunderer	Silver - Officers / Sergeants Gold - Command W/Tooth Protector	\$4.00	n/a
Whistle Chain	Blackinton V313	Silver - Officers / Sergeants Gold - Command	\$4.00	n/a
Hat Bands	Blackinton V298	Black - Officers Silver - Sergeants Gold - Command	\$9.50	n/a
Acknowledge Addendum #1			Yes	Yes

	Brand/Model #	Additonal description	Allie Brothers of Livonia	Unitex Direct
RTS/JACKETS				
ong Sleeve Shirt (Navy)	Elbeco G974	65% poly/35% cotton with Nano Tex	\$41.50	\$46.06
hort Sleeve Shirt (Navy)	Elbeco G964	65% poly/35% cotton with Nano Tex	\$39.99	\$41.55
ong Sleeve Shirt (Lt. Blue)	Elbeco P878	65% poly/35% cotton with Nano Tex	\$32.50	\$37.04
hort Sleeve Shirt (Lt. Blue)	Elbeco P868	65% poly/35% cotton with Nano Tex	\$29.99	\$32.32
ong Sleeve Shirt (White)	Elbeco 310	100% poly TexTrop	\$34.99	\$39.51
hort Sleeve Shirt (White)	Elbeco 3310	100% poly TexTrop	\$32.99	\$35.70
Shirt (Navy)	5.11 #72363	name embroidered in white on right chest, small patch sewn on left chest	\$74.95	\$70.07
ress Blouse (Navy)	Elbeco #13750	Class A double-breasted, 55% poly/45% wool	\$199.95	\$203.24
hirt	Fruit of the Loom Heavy	100% cotton, with silkscreened logo as specified by Fire Dept. (Minimum of 12 to be ordered at one time)	\$12.00	n/a
weater (Navy)	Blauer #205		\$48.99	n/a
acket (Navy)	5.11 Style #48073	Dark Blue w/ Reflective Novi Fire/Rescue on back and NFD patch on chest	\$269.95	\$283.10
ITS				
orm Pants (Navy)	Elbeco E814	65% poly/35% cotton with Nano Tex	\$37.95	\$55.77
go Pants (Navy)	Elbaco E614	65% poly/35% cotton with TekTwill	\$57.99	\$63.45
ss Trouser (Navy)	Elbeco E1360	Class A, 55% polyester/45% wool	\$64.99	\$81.06
veralls (Navy)	Red Cap #CT10NV	with Scotchlite on sleeves and ankles and down the front, silkscreened logo as specified by Fire Dept.	\$44.50	n/a
[•] S				
Cap (Navy)	Hankin Bros #5-1-1	Serge	\$40.00	n/a
Cap (Navy)	Broder Flexfit #6477	wool, with embroidered logo as specified by Fire Dept.	\$11.99	n/a
ch Cap (Black)	Broner Super Stretch	with embroidered logo as specified by Fire Dept.	\$6.99	n/a
CELLANEOUS				
Badge (Nickel)	Blackinton # B500	Most alia an	\$32.99	n/a
orm Tie (Black) Fire Belt (Black)	Samuel Broome Tex Shoemaker	Wool, clip-on	\$4.99 \$24.95	n/a n/a
orm Badge (Silver and/or	Blackinton #B1009		\$55.00	n/a
orm Collar Insignia (Gold)	#A6981 Captain	with white, red, blue center; round with 2 horns	\$9.99	n/a
orm Collar Insignia (Silver	#A6985 Lieutenant	with white, red, blue center, round with 1 horn	\$9.99	n/a
Jars (Silver)	Blackinton	State of Michigan Seal with "Novi Fire" engraved	\$11.99	n/a
3ars (Gold)	Blackinton	State of Michigan Seal with "Novi Fire" engraved	\$11.99	n/a
⊧e Tags	Blackinton A2388	Silver - Firefighters / Lieutenants Gold - Captains and Administration Black Letters, Pin & Clasp Back	\$11.99	n/a

	Brand/Model #	Additonal description	Allie Brothers of Livonia	Unitex Direct
ERSIZE				
rk Pant (Navy)	sizes 48 & up			+ 20%
nort Sleeve Shirt	XXL			+ 20%
nort Sleeve Shirt	XXXL		+ 10%	+ 30%
ong Sleeve Shirt	XXL			+ 20%
ong Sleeve Shirt	XXXL		+ 10%	+ 30%
hirt	XXL			+ 20%
hirt	XXXL		+ 10%	+ 30%
overalls	50/52			+ 30%
overalls	54/56			+ 40%
overalls	58/60		+ 10%	+ 50%
icket	Size 50 - 52			+ 40%
ıcket	Size 54 & up			+ 40%
ERATIONS				
ts				Hem \$5; Waist \$10
ts				Sleeve Length \$5; Narrow Sleeves \$5
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ket Striping				
ket Stars				
nowledge addenda #1			Yes	Yes



CITY OF NOVI

UNIFORMS-POLICE & FIRE

ADDENDUM #1

INTENT: This addendum has been issued to modify and/or interpret the original specifications for the bid/RFP named above. Unless otherwise instructed, the information contained within this Addendum shall take precedence over anything contrary in the original specifications, and shall hereinafter be considered as part of the package.

RESPONSE: The Contractor shall verify receipt of this Addendum on the Bid/Fee Proposal Form.

CONTENTS: Included in this Addendum is one (1) page of written addenda description.

CLARIFICATIONS:

The language under "TYPE OF CONTRACT" is replaced with the following:

The contract will be for two (2) years, with three (3) renewal options in one year increments upon mutual consent of the City of Novi and the successful bidder upon thirty (30) days written notice prior to the expiration date of the contract.

Sue Morianti Purchasing Manager

Notice dated: April 9, 2013



CITY OF NOVI BID FORM - POLICE DEPARTMENT UNIFORMS

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 for the following prices:

* Price to include badge tab and supplier to sew on two (2) Police Department furnished shoulder patches.

	Brand / Style#	Additional Description	Unit Price
Shirts			
* Long Sleeve - Winter	Elbeco Duty Max #544	11 3/4 oz Gabardine w/Nano Tex (Navy)	42.99
* Short Sleeve - Summer	Elbeco Tex Trop #3314	Dacron Polyester w/Nano Tex (Navy)	36.95
* Long Sleeve - Winter Command	Elbeco Duty Max #544	11 3/4 oz Gabardine w/Nano Tex (White)	34.95
* Short Sleeve - Winter Command	Elbeco Tex Trop #3314	Dacron Polyester w/Nano Tex (White)	32.50
* Fatigue Shirt	Elbeco #9204	Navy	35.99
Mock Turtleneck	Unnder Armour	Tactical Mock turtle neck compression fit in Dark Navy	49.99
Dickie	Blauer #8109X	Black, w/ NOVI PD embroidered in white	13.99
* K-9 Shirt	Elbeco #9204	Navy, Additional patch to be sewn on left chest, no badge tab	35.99
Pants			
Midweight Pant - Summer & Winter	Elbeco #E254N #9254N	Navy, male and female sizes, pockets - 2 side, 2 hip, 1 watch, 2 side sap, plain bottom w/3" hem, 1" black ribbed stripe	71.99
Fatigue Pant	Elbeco #E7604	Navy	35.95
K-9 Pant	Elbeco #E7604	Navy	35.95
Gun Pocket		To be added to pants as requested	6.00
Neckties			
Clip on	Regular Length	Navy, 75% Polyester / 25% Wool	4.99
Clip on	Long Length	Navy, 75% Polyester / 25% Wool	5.50
Hand Tied		Navy, 75% Polyester / 25% Wool	4.99
Headgear			
Uniform Hat - Dress	Lancaster Company - Pershing	Center Post Hole	44.99
Command Uniform Hat - Dress	Lancaster Company - Pershing	Center Post Hole with gold "scrambled egg" on bill for Asst Chief, Dep Chief and Chief	54.99
Hat Cover	Blauer #107	Reversible urethane coated nylon, (Yellow)	9.99
Baseball Cap	Flexfit	Navy, w/ Embroidered Novi PD patch sewn on	10.95
Knit Watch Cap	Broner #61-161	Black, w/ Embroidered Novi PD patch sewn on	7.99

Outerwear			
* All Weather Jacket	Blauer #9010Z	Epaulets & badge tab, Gore-Tex lined, removable Thinsulate liner, concealable reflective strips on collar & cuffs	254.99
FTO Jacket	Blauer #330	w/concealable "Police" banner on back and chest	28.99
Raincoat	Blauer Defender #26990	All Yellow, full length, w/ scotchlight reflective striping	79.99
* Sweater	Blauer Commando #200	100% Wool, Badge tabs and name tab sewn on	54.99
Footwear			
Shoes	Bates	Low-quarter, leather, rubber sole	60.00
Galoshes		w/ center front zipper	29.99
Motorcycle			
* Shirt	Olympic Coolmax	Navy, Short Sleeve	49.99
Riding Breeches - Cool Weather	Fleichheimer Flying Cross LAPD Specs #RN28562	Navy	149.95
Riding Breeches - Warm Weather	United Uniform	Navy, 100% Polyester, Police Riding Pant	99.99
* Leather Jacket	Taylor	Black, Leather w/epaulets, badge holder, removable liner, Detroit style	359,99
Cycle Boots	Dehners #34926	Black, Leather, 9 hole lace at Instep, single buckle calf, rubber sole	394.99
Rain Jacket	Dry Rider #475MD	w/Scotchlight reflective stripe	39,99
Rain Pants	Dry Rider #475	w/Scotchlight reflective stripe	39.99
Gloves	Olympia - Roper I		29.99
Goggles	Wiley X "Raptor"		89.95
Bike Uniform			
Shirt	Blauer #8132P	Royal / Navy Scotchlite stripe on Sleeve and chest, 3 1/4" X 9 1/4" Scotchlite "POLICE" on back, Badge patch on left chest Zippered pocket w/pen holders, police patches on both sleeves	54.99
Turtleneck	Under Armour	Tactical Mock turtle neck, compression fit, Dark Navy	49.99
Shorts	Blauer #8842	Navy	54.99
Sweatpants	Blauer #8822	Navy	59,99
Jacket	Blauer #4660P	Royal / Navy, Scotchlite stripe on Sleeve and chest, 3 1/4" X 9 1/4" Scotchlite "POLICE" on back, Badge patch on left chest Zippered pocket w/pen holders, police patches on both sleeves	119.95
Shoes	New Balance Bike Shoes #706	Black	84.95
Bike Garrison Belt	Safariland	4325	18.95

Bike Sam Brown Belt	Safariland	4300	29.99
Bike Gun Holster	Safariland	6280-174-261	80.00
Bike Handcuff Case	Safariland	4250	14.95
Bike Magazine Case	Safariland	4110	19.95
Bike Flashlight Case	Safariland	4230	14.99
Bike Belt Keepers	Safariland	4200	2.50
Bike Gloves	Hatch	CTM 100	24.99
Glasses	Wiley X	Romer II	89.95
SRT Uniforms/Equipment			
Sure Fire	SureFire X300	Weapons mounted light	199.95
Holster	Blackhawk Omega Drop Holster		49.99
Boots	NB Boots 811BK	New Balance Black	139.99
Leather Gear			
Garrison Belt	Bianchi #B8	11 3/4 oz basket weave w/Velcro for Officers and with gold buckle for Lieutenants, Asst Chief, and Chief	24.95
Sam Browne Belt	Bianchi #B2	2 1/4', fully lined, basket weave	54.99
Off Duty Weapon Holster	Blackhawk CQC 410005BK	for Sig Sauer P229R w/legacy slide, DAK trigger	46.99
Cuff Case	Bianchi #35P	11 3/4 oz basket weave, silver snap for Officers / Sergeants Gold for Lieutenants, Asst Chief, Deputy Chief and Chief	21.99
Chemical Spray Carrier	Boston Leather #5535-3	Basket weave for Freeze +P spray	16.99
Flashlight Holder	Boston Leather #5576-3	Basket weave for Pelican flashlight	18.99
Magazine Carrier	Safarìland #77-83- 4HS	Basket weave, double with snaps	32,99
Belt Keepers	Boston Leather	Basket weave	2.50
Belt Badge Holder	Boston Leather	Die-Cut for badge B-51	12.50
Neck Badge Holder	Perfect Fit #706	With Chain	11.50
Badge Case	Strong #B251	Leather	21.99
Magazine / Cuff Holder	Safariland #2601	Basket weave	44.99
Equipment			
Handcuffs	Peerless	Standard, Chain	29.99
Riot Helmet	Premier Crown PC-6006	With Shield and Neck Protector FXR	125.00
Flashlight	Streamlight #75860	Stinger DS LED Flashlight	139.99
Traffic Vest	Galls #HS279	ANSI/ISEA 207-2006 standard	19.99
Clipboard	Saunders #10003	8 3/4" x 14" Aluminum	24.99

Ticket Book Holder	Saunders #12205	5" x 12" Aluminum	24.00
Binoculars	Bushnell	10x50 Insta-Focus	49.99
Range Glasses	Silencio	Clear Lens	8.99
Gloves	Franklin #17310	Textured, leather palm/fingers, leather & mesh back, cut-resistant (spectra, arimid, or Kevlar) lined	44.95
Accessories / Brass			
Shirt Badge	Blackinton B251	Silver - Officers / Sergeants, Gold - Command	48.99
Jacket Badge	Blackinton B562	Silver - Officers / Sergeants, Gold - Command	48.99
Hat Badge	Blackinton B616	Silver - Officers / Sergeants, Gold - Command	44.50
Wallet Badge	Blackinton B251 Flat	Silver - Officers / Sergeants, Gold - Command	48.99
Name Plate	Blackinton A2388	Silver - Officers / Sergeants, Gold - Command Black Letters, Pin & Clasp Back	11.50
Tie Bar	Blackinton	Silver - Officers / Sergeants, Gold - Command State Seal w/ "Novi Police" engraved	11.50
Collar VI	Blackinton	Silver - Custom made "VI"	9.99
Collar Rank Insignia - Sergeant	Blackinton	Chevron. 3 Stripes	4.00
Collar Rank Insignia - Lieutenant	Blackinton A1973	Gold bar, Flat finish	4.00
Collar Rank Insignia - Asst. Chief	Blackinton A3731	3 Gold Stars	11.99
Collar Rank Insignia - Chief	Blackinton A3731	4 Gold Stars	12.99
Coat Epaulet Rank Insignia - Lieutenant	Blackinton A1973	Gold bar, Flat finish	6.00
Coat Epaulet Rank Insignia - Asst. Chief	Blackinton A3731	3 Gold Stars	11.99
Coat Epaulet Rank Insignia - Chief	Blackinton A3731	4 Gold Stars	12.99
Whistle	Acme Thunderer	Silver - Officers / Sergeants, Gold - Command W/Tooth Protector	4.00
Whistle Chain	Blackinton V313	Silver - Officers / Sergeants, Gold - Command	4.00
Hat Bands	Blackinton V298	Black – Officers, Silver – Sergeants, Gold - Command	9.50

We acknowledge the following addendums:	YES

Bid prices include on-site measuring services: Yes X No No

Yes References are attached:

Exceptions to specifications/Comments:

Company name	ALLIE BROS. INC.
Address	20295 MIDDLEBELT RD.
City, State Zip	LIVONIA, MI. 48152
Phone	248-477-4434
Fax	248-477-1416
Agents Name	ROBERT ALLIE
Agents Signature	\overrightarrow{K}
Date	4-16-13



CITY OF NOVI BID FORM - FIRE DEPARTMENT UNIFORMS

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 for the following price:

** Price to include badge tab and supplier is to sew on two (2) Fire Department furnished shoulder patches

	Brand/Style #	Additional description	Unit Price
SHIRTS/JACKETS			
** Long Sleeve Shirt (Navy)	Elbeco G974	65% poly/35% cotton with Nano Tex	41.50
** Short Sleeve Shirt (Navy)	Elbeco G964	65% poly/35% cotton with Nano Tex	39.99
** Long Sleeve Shirt (Lt. Blue)	Elbeco P878	65% poly/35% cotton with Nano Tex	32.50
** Short Sleeve Shirt (Lt. Blue)	Elbeco P868	65% poly/35% cotton with Nano Tex	29.99
** Long Sleeve Shirt (White)	Elbeco 310	100% poly TexTrop	34.99
** Short Sleeve Shirt (White)	Elbeco 3310	100% poly TexTrop	32.99
Job Shirt (Navy)	5.11 #72363	name embroidered in white on right chest, small patch sewn on left chest	74.95
** Dress Blouse (Navy)	Elbeco #13750	Class A double-breasted, 55% poly/45% wool	199.95
T-Shirt	Fruit of the Loom Heavy	100% cotton, with silkscreened logo as specified by Fire Dept. (Minimum of 12 to be ordered at one time)	12.00
** Sweater (Navy)	Blauer #205		48.99
** Jacket (Navy)	5.11 Style #48073	Dark Blue w/ Reflective Novi Fire/Rescue on back and NFD patch on chest	269.95
PANTS			
Uniform Pants (Navy)	Elbeco E814	65% poly/35% cotton with Nano Tex	37.95
Cargo Pants (Navy)	Elbeco E614	65% poly/35% cotton with TekTwill	57.99
Dress Trouser (Navy)	Elbeco E1360	Class A, 55% polyester/45% wool with Scotchlite on sleeves and	64.99
**Coveralls (Navy) HATS	Red Cap #CT10NV	ankles and down the front, silkscreened logo as specified by Fire Dept.	44.50
Fire Cap (Navy)	Hankin Bros #5-1-1	Serge	40.00
Ball Cap (Navy)	1	wool, with embroidered logo as specified by Fire Dept.	11.99
Watch Cap (Black) MISCELLANEOUS		with embroidered logo as specified by Fire Dept.	6.99
			20.00
Hat Badge (Nickel)	Blackinton # B500		32.99

Uniform Tie (Black)	Samuel Broome	Wool, clip-on	4.99
B/W Fire Belt (Black)	Tex Shoemaker		24.95
Uniform Badge (Silver			······································
and/or Gold)	Blackinton #B1009		55.00
Uniform Collar Insignia (Gold)	#A6981 Captain	with white, red, blue center; round with 2 horns	9.99
Uniform Collar		with white, red, blue center, round	
Insignia (Silver)	#A6985 Lieutenant	with 1 horn	9.99
Tie Bars (Silver)	Blackinton	State of Michigan Seal with "Novi Fire" engraved	11.99
Tie Bars (Gold)	Blackinton	State of Michigan Seal with "Novi Fire" engraved	11.99
Name Tags	Blackinton A2388	Silver - Firefighters / Lieutenants Gold - Captains and Administration Black Letters, Pin & Clasp Back	11.99
OVERSIZE			
Work Pant (Navy)	sizes 48 & up		
**Short Sleeve Shirt	XXL		
**Short Sleeve Shirt	XXXL	ADD 10%	
**Long Sleeve Shirt	XXL		
**Long Sleeve Shirt	XXXL	ADD 10%	
T-Shirt	XXL		
T-Shirt	XXXL	ADD 10%	
**Coveralls	50/52		
**Coveralls	54/56		
**Coveralls	58/60	ADD 10%	
**Jacket	Size 50 - 52		
**Jacket	Size 54 & up		
ALTERATIONS			
Pants			
Shirts			
Jacket			
Coverall			
Jacket Striping			
Jacket Stars			
** Price to include badge tab and supplier is to sew on two (2) Fire Department furnished shoulder patches			
We acknowledge the following addendums:Yes			
Bid prices includes on-site measuring services: Yes $_{ m X}$ No			
References are attached: Yes No			

Exceptions to Specifications / Comments:

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Company name	ALLIE BROS. INC.
Address	20295 MIDDLEBELT RD.
City, State Zip	LIVONIA, MI. 48152
Phone	248-477-4434
Fax	248-477-1416
Agents Name	ROBERT ALLIE
Agents Signature	K.H. alle
Date	4-16-13



NOTICE - CITY OF NOVI INVITATION TO BID ORIGINAL

UNIFORMS – POLICE AND FIRE

The City of Novi will receive sealed bids for **UNIFORMS-POLICE AND FIRE** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.** prevailing Eastern Time, **Wednesday**, **April 17, 2013** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

CITY OF NOVI CITY CLERK'S OFFICE 45175 W. Ten Mile Rd. Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm. OUTSIDE OF MAILING ENVELOPES/PACKAGES MUST BE PLAINLY MARKED "**UNIFORMS – POLICE AND FIRE BID**" AND MUST BEAR THE NAME OF THE BIDDER.

The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Sue Morianti Purchasing Manager

Notice Dated: April 1, 2013

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, <u>www.mitn.info</u> and obtain an official copy.



CITY OF NOVI

UNIFORMS - POLICE AND FIRE

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Anticipated Award Date	May 6, 2013
Response Due Date	Wednesday, April 17, 2013 by 11:00 A.M.
Last Date for Questions	Wednesday, April 10, 2013 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Bid Issue Date	April 1, 2013

QUESTIONS

Please email all questions to the staff member listed above. Please write the name of the Bid in the subject line. If you write anything else in the subject line, your email may be deleted as spam.

BID SUBMITTALS

An **ORIGINAL** and four (4) copies of each bid must be submitted. Original bid may be clipped but should not be stapled or bound. Copies may be bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

CHANGES TO THE BID/ADDENDUM

Should any prospective Bidder be in doubt as to the true meaning of any portion of the ITB, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at <u>www.mitn.info</u>. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda is binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope, box, or package, and clearly marked with: ITB Title, Deadline, Respondent's name, address, phone, fax, and contact name. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at City Clerk's Office on or before the specified time and date. There will be no exceptions to this requirement. The Clerk's Department time stamp will determine the official receipt time. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids 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 bids. The City reserves the right to postpone a bid opening for its own convenience.

All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person signing the bid. Bids must be signed by an Authorized Representative of the submitting Company on the enclosed form. Bids must show unit and total prices if requested. In case of mistakes in price extension, unit pricing shall govern.

A bid may be withdrawn by giving written notice to the Purchasing Manager <u>before</u> the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time.

Failure to include in the bid all information requested may be cause for rejection of the bid.

Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

Any samples, CDs, DVDs or any other items submitted with your bid will not be returned to the contractor.

No bid 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 BID OR IN ANY OTHER MANNER IS PROHIBITED.

CONSIDERATION OF BIDS

In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder states in his/her bid what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such bid.

The Purchasing Manager hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.

RESPONSIVE BIDS

All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner and format of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unit prices shall be submitted if space is provided on bid form. In cases of mistakes in extension, the unit price shall govern. Accordingly, the City reserves the right to declare as non-responsive, and reject an incomplete bid if material information requested is not furnished, or where indirect or incomplete answers or information is not provided. Any exceptions to the specifications must be noted on the bid form.

EXCEPTIONS

The City will not accept changes or exceptions to the bid documents/specifications unless Contractor indicates the change or exception in the "Exceptions" section of the bid form. If Contractor neglects to make the notation on the bid form but writes it somewhere else within the bid 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 bid documents will be applicable during the term of the contract.

CONTRACT AWARD

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the City of Novi. Qualifications, experience, references, comparable projects, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; 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.

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

The City may, from time to time, find it necessary to continue this contract on a month-tomonth basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

GENERAL CONDITIONS

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 seven (7) 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. The contractor may terminate this contract with 30 days written notice to the City.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful bidder 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.

DOWN-PAYMENTS OR PRE-PAYMENTS

Any bid proposal submitted which requires a down-payment or prepayment prior to delivery and full acceptance of the item(s) as being in conformance with specifications will not be considered for award.

NON-DISCRIMINATION

In the hiring of employees for the performance of work described in this ITB and subsequent 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 BID CONTENT

Should a contract ensue, the contents of the bid of the successful Bidder 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 ITB is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder'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 bidders 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 hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other 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 an 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

UNIFORMS – POLICE AND FIRE

SPECIFICATIONS

SCOPE OF WORK

The City of Novi is seeking sealed proposals to provide Police and Fire Department uniforms.

<u>TYPE OF CONTRACT</u>

The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

ESTIMATED QUANTITIES

Police Department currently has 48 staff members who are supplied with uniforms. Fire Department has 96 staff members who are supplied with uniforms. These numbers may change during contract period.

New recruits are issued a set of uniform items and accessories according to their union contract. In the spring and fall of each year, each department places an order for uniform items needing replacements due to wear, damage, or fit problems. There may be additional smaller orders throughout the year.

MEASURING

Measuring for all uniforms will be provided on-site at the Novi Police Department (45125 W. Ten Mile Road, Novi MI 48375) and the Novi Fire Department Station #1 (42975 Grand River Ave., Novi MI). Vendor may be required to bring samples for sizing to the measurement appointment. These appointments will be arranged by the departments.

TAILORING

Tailoring will be provided to ensure that the garments fit each employee properly. All additional alteration and fitting costs will be borne by the bidder. Bidder will make every effort to satisfy the reasonable desires of each employee. Should a disagreement arise between the bidder and an employee, the bidder agrees to settle the dispute in a manner which satisfies the City of Novi designated employees. Successful bidder will be responsible for pick-up and delivery of the items from the department if the problem is deemed to be the quality of tailoring.

<u>DELIVERY</u>

Uniforms will be delivered to the appropriate Department. Each item will be packaged and clearly marked with the employee to whom it belongs.

Delivery of uniform items is expected within 14 working days. The successful bidder must immediately notify the appropriate department if extraordinary circumstances cause

extended delivery time. Failure by the supplier to deliver within the stated time may result in termination of the contract.

FREIGHT/ DELIVERY CHARGES

All delivery and/or freight charges are to be included in the unit pricing of the bid items. All bid pricing is to be quoted as F.O. B. delivered.

INSURANCE

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

TAX EXEMPTION

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 bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

INVOICING/PAYMENT TERMS

Invoice must be mailed to: City of Novi, Attn: Finance Department, 45175 W. Ten Mile Road, Novi, MI 48375. Invoices will be mailed to the Finance Department after uniforms have been delivered. The invoice will be processed and every effort will be made to make payment within 30 days. Problems with an order or an incorrect invoice may cause a delayed payment.

REFERENCES

Please include a list of references from 3 municipalities (not including the City of Novi) for which you have provided this service within the last 3 years. Include entity name, address, contact name, and contact phone number.

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CITY OF NOVI INSURANCE REQUIREMENTS ATTACHMENT A

- 1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. Worker's Compensation insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of \$100,000 (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than \$1,000,000 (One Million Dollars) per occurrence combined single limit.
 - c. Automobile Liability insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each person and \$1,000,000 (One Million Dollars) each occurrence and minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence.
- 2. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City; alternately, contractor may agree to provide notice of such cancellation or reduction.
- 3. The City of Novi shall be named as Additional Insured for General Liability and Auto Liability. Certificates of Insurance evidencing such coverage shall be submitted to City of Novi, Purchasing Department, 45175 Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies. A current certificate of insurance must be on file with the City for the duration of the contract. Said coverage shall be primary coverage rather than any policies and insurance self-insurance retention owned or maintained by the City. Policies shall be issued by insurers who endorse the policies to reflect that, in the event of payment of any loss or damages, subrogation rights under those contract documents will be waived by the insurer with respect to claims against the City
- 4. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

- 5. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.
- 6. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
- 7. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
- 8. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS 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 to 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 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.