

CITY of NOVI CITY COUNCIL

Agenda Item F September 17, 2018

SUBJECT: Approval to award Sports Uniform Contract to Challenger Teamwear, for one year with the option to renew for two subsequent years with an estimated annual amount of \$45,000.

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL:

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EXPENDITURE REQUIRED	\$ Estimated \$45,000	
AMOUNT BUDGETED	\$ 50,000	
APPROPRIATION REQUIRED	\$	
LINE ITEM NUMBER	Various line items	

BACKGROUND INFORMATION:

Parks, Recreation, and Cultural Services (PRCS) purchases a variety of sports uniforms throughout the year for various sports leagues. Due to the high volume of sports uniforms ordered each year, PRCS requested bids from vendors who specialize in their manufacture. All uniforms are budgeted as part of the expense for each program and are incorporated into the fee charged to the participant.

After reviewing the two bids submitted, PRCS recommends awarding the contract to Challenger Teamwear. Challenger has been the provider of PRCS soccer, basketball, volleyball and baseball/softball uniforms since 2015. Bids required companies to provide an all-inclusive price, which included shipping. Challenger provided an all-inclusive price per our specifications, has shown they can meet delivery times, and is able to provide an online store per our specifications. The second bidder did not provide an all-inclusive price and was not able to meet our delivery requirements.

RECOMMENDED ACTION: Approval to award Sports Uniform Contract to Challenger Teamwear for one year with the option to renew for two subsequent years with an estimated annual amount of \$45,000.



CITY OF NOVI PROPOSAL FORM

SPORTS 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:

1.	BASKETBALL Reversible Jersey, tank style (100% polyester mesh)	
Example of brand & style number meeting specifications		
	ROCKET DELTEY ZIOI	
	Youth Small – Youth XL 15–20 % off catalog price	
	Adult Small – Adult XL $\frac{\int S - Z d}{\sqrt{2}}$ % off catalog price	
	Adult 2XL	
	Adult 3XL <u>IS-25</u> % off catalog price	
2.	VOLLEYBALL, Ladies' only Sleeveless Volleyball shirt (lay-down collar, V-neck, moisture wicking polyester mesh)	
	Example of brand & style number meeting specifications Calany 11 OZ	
	Youth Med – Youth XL 15–72% off catalog price Adult Small – Adult XL 15–72% off catalog price	
	Adult 2XL	
3.	BASEBALL Uniform w/ Cap (2 button 50/50 cotton/poly henley, cap)	
	Example of brand & style number meeting specifications Anbush 1103	
	Youth S-Youth XL	
	Adult Small – Adult XL <u>I J–7.0</u> % off catalog price	
	Page 14 of 17	

4.	Uniform w/Visor (sleeveless polyester shiny "dazzle" jersey, visor)
	Example of brand & style number meeting specifications
	Youth Small – Youth XL
	Adult Small – Adult XL / S-20 % off catalog price
5.	SOCCER Uniform Package (CTAir Con fabric short sleeve jersey, socks, shorts)
	Travel Soccer X2 (Home and Away)
	Example of brand & style number meeting specifications (Usto M Uniform) = Chippe - 106
	Youth Small – Youth XL \(\frac{15-75}{57}\) % off catalog price
	Adult Small – Adult XL $\frac{\sqrt{S-75}}{\sqrt{9}}$ % off catalog price
	Would you be willing to host an online store for parents to purchase jerseys and other litems?
	House Soccerx 1
	Example of brand & style number meeting specifications 195
	Youth Small – Youth XL <u>15–75</u> % off catalog price
	Adult Small – Adult XL <u>15-20</u> % off catalog price
	Tiny Tykes Soccer x1
	Reversible short sleeve
	Pawnee
	Youth Small - Youth XL \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\

Reversible Short Sleeve
Youth Small - Youth XL
Adult Small – Adult XL 15–70 % off catalog price
EQUIRED DELIVERY DATES: 10 business days maximum after receipt of original orders 7 business days maximum for re-orders
id you include a detailed description of your ordering/delivery process as indicated in the descriptions? Yes No
e acknowledge the following addendums
omments/Exceptions: Ve Cussent Provide the City With the Uniforms, I have been working with Chase and of Greg For over 5 years now.
eferences: Please provide at least three (3) current references for which you provide a milar scope of service: Company Clare Park and Rec Address 202 U Fifth Mrew Clare M1 Phone 18426-7541 contact name Duy Simmer Company Baltle Creek Park and Rec Address Dani 35 W Hambin Ave, Baltle Creek M1 Phone 269-966-3355 contact name Dani Richardson Company City of Novi Address 45175 - V 1D Mile Road M1 48375
Phone 248-347-040 Contact name Greg Morris/Chase Rost

FLOOR HOCKEY

6.

NON-IRAN LINKED BUSINESS

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



NOTICE-CITY OF NOVI

INVITATION TO BID

SPORTS UNIFORMS

The City of Novi is seeking bids for **Sports Uniforms** according to the specifications of the City of Novi.

Bids will be received until 11:00 A.M. prevailing Eastern Time, Tuesday, August 21, 2018 at which time bids will be opened and read.

Bids are to be submitted in a sealed envelope and delivered to:

CITY OF NOVI FINANCE DEPARTMENT

45175 Ten Mile Rd. Novi, MI 48375-3024

Outside of mailing envelope must be plainly marked "Sports Uniforms Bid" and must bear the name of the bidder.

All bids must be signed by a legally authorized representative of the bidding firm.

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: August 2, 2018



CITY OF NOVI

SPORTS UNIFORMS

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date

August 2, 2018

Last Date for Questions

Monday, August 13, 2018 by 12:00 P.M. ET Please submit all questions via email to: Sue Morianti, Purchasing Manager

smorianti@cityofnovi.org

Response Due Date

Tue sday, August 21, 2018 by 11:00 A.M ET

Deliver to:

City of Novi

Attn: Finance Department 45175 Ten Mile Road

Novi, MI 48375

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

Provide **one (1)** hard copy of your bid. Bid may be clipped but should not be stapled or 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 emailed to the same firms who were solicited for bids. 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. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

Bids that are mailed 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 bid.

To be considered, mailed bids and emailed bids must arrive to the designated department or person on or before the specified time and date. There will be no exceptions to this requirement. 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 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 before 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. Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

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

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 of 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.

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.

CONTRACTAWARD

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, quality of product, 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.

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

VENDOR DISQUALIFICATION

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

- 1. In addition to any other remedies authorized by law, a vendor may be disqualified from bidding on any City contracts for up to three (3) years if it has been determined that the vendor, after award of the contract:
 - (a) Failed to provide the service or supplies required;
 - (b) Provided the service or supplies in an untimely manner causing delays and interference:
 - (c) Lacked financial resources and the ability to satisfactorily perform the contract or provide the services or supplies;

- (d) Exhibited poor quality of performance in delivering the service;
- (e) Delivered poor quality of goods;
- (f) Failed to comply with laws and ordinances relating to the contract performance;
- (g) Defaulted on its quotations;
- (h) Such other action what leads the City to believe that the contractor's duties will not comport or comply with the bid requirements.
- 2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

CONTRACTRENEWAL

No contract shall be automatically renewed at the end of any contract term.

NO EXCLUSIVE CONTRACT

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical products/services at its sole option.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid prices. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

CONTRACTTERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful 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. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

NON-DISCRIMINATION

In the hiring of employees for the performance of work 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.

SAMPLES

Samples for testing may be requested by the City of Novi during bid evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid rejection.

INDEPENDENT PRICE DETERMINATION

By submission of a bid, the offeror certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any other Competitor; and
- (b) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) He is the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offeror's organization responsible within that organization for the decision as to prices being offered in the bid 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 bid will not be considered for award if the sense of the statements required in the bid has been altered so as to delete or modify the above.



CITY OF NOVI

SPORTS UNIFORMS

SPECIFICATIONS

OVERVIEW

The City is seeking a single company to provide uniforms for team sports (baseball, softball, volleyball and basketball). We are looking for high quality uniforms, with continuity of styles and colors from year to year.

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products. 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.

GENERAL INFORMATION

Vendor must obtain a three-digit verbal PO number from the staff member placing the order and include it on the invoice. Official purchase orders are required for orders over \$5,000.

The City requires a packing list with all delivered items.

BID SUBMITTALS/ PRICING

The price quoted (as indicated by discount offered) must include all set up/artwork, numerals, logo printing, and shipping costs. **Price is to be all inclusive.**

All items listed in the bid form must be quoted unless otherwise noted.

Please submit a detailed description of your ordering process, from ordering to delivery, with a timeline and any other procedures you have in place to show the City how you will be able to deliver the goods on time and accurately. Please indicate the turn-around time for a reprint (small order that is placed after last minute registrations).

If you have an order form you would like the City to use, please submit a sample with your bid.

Please submit a copy of a page from your catalog showing one of our uniform items so we are able to see how your pricing is shown in your catalog.

EVALUATION OF BIDS

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. Quality of product, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

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 certificate when requested. The City's tax-exempt number is 38-6032551.

FREIGHT CHARGES

Prices are to be quoted F.O.B. Destination (City of Novi Parks, Recreation & Cultural Services Department).

ESTIMATED QUANTITIES

Quantities shown below are estimated based on prior years purchases and may or may not be ordered during the term of the contract. The City is not obligated to purchase these or any other quantities. The City makes no guarantee of items to be ordered, quantities to be ordered, or number of orders to be placed.

Estimated quantity
600 (300 Fall/300 Winter)
150 (Winter)
400
200
1400
50

DELIVERY

It is extremely important that the team apparel is delivered in a timely manner. The contractor will provide a delivery date when the order is placed. If contractor encounters a problem which affects the delivery date, they must immediately communicate this information to the staff member who placed the order. Failure to meet delivery dates could result in termination of the contract.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, ORemailed to invoices@cityofnovi.org.

CITY LOGO

The logo will be silkscreened in one color. Logo can be provided to vendor as an .eps file or .jpg file.

SAMPLES

Samples may be requested by the City of Novi during bid evaluation. Failure to submit requested samples may result in rejection of your bid.

There will be no charge to the City for samples. If vendor wants samples returned, they must be clearly marked when delivered and vendor must pick them up within 2 weeks after the award is made.

CATALOGS PRICING

The City must be able to verify validity of pricing for each order. Catalogs will be provided digitally to City staff and/or available on vendor's website.



CITY OF NOVI

SPORTUNIFORMS

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 Proposal Form.

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

QUESTIONS:

1. Regarding the online ordering question of the soccer portion. Can you tell me what would be the required package/items needed to be available? Will this be for several colors per team? Coach Packages?

Answer: The required package would be a home jersey, an away jersey, black shorts, and black socks. There will only be two colors for the jerseys for the entire league since it's a travel league. Coach packages are not required. We would also like spirit wear available on the site for which we would get a percentage back on the sales of those items.

Sue Morianti Purchasing Manager

Notice dated: August 14, 2018

Date:	By: Robert J. Gatt lts: Mayor
	By: Cortney Hanson lts: Clerk
Keun McVegh	CHALLENG ER TEAMWEAR

By: Kevin McVeagh

Its: Regional Business Manager

Item	Description	Challenger Teamwear	Score Sports
BASKE		9	
1	Reversible Tank Jersey - poly	Rocket Jersey 2101	*Score Denver #B7000
	Youth Small-Youth XL	15-20%	18.26%
	Adult Small - Adult XL	15-20%	16.75%
	Adult 2XL	15-20%	14.34%
	Adult 3XL	15-20%	12.54%
VOLLE	YBALL (LADIES)		
2	Volleyball shirt - poly	Calamity 1102	*Score Versailles #296
	Youth Med-Youth XL	15-20%	28.88%
	Adult Small - Adult XL	15-20%	26.92%
	Adult 2XL	15-20%	23.74%
BASEB			
	Complete Uniform Package (Henley,		
3	cap)	Ambush 1103	Score Brooklyn #C-537
	Youth Small -Youth XL	15-20%	25.06%
EAGEDI	Adult Small - Adult XL	15-20%	25.06%
FASTPI	TCH SOFTBALL (LADIES)		
١,	Complete Uniform Package (Jersey,	0.1	10 1/ 11 11000
4	visor)	Calamity 1102	*Score Versailles #296
-	Youth Small-Youth XL	15-20% 15-20%	28.88%
SOCCE	Adult Small - Adult XL	15-20%	26.94%
SOCCE	Complete Uniform Package (Jersey, socks,		
5	shorts)		
			*Score Costa Rica #235, Germany #270, France
		Custom Uniform or Chippewa	
	TRAVEL SOCCER x2 (Home & Away)	106	Shorts, solid sock #800
	Youth Small-Youth XL	15-20%	5.899%
	Adult Small - Adult XL	15-20%	5.899%
	Would you be willing to host an online		Online capabilities dependent on quantity
	store for parents to purchase jerseys and		and required packages/items/styles/colors
	other items?	Yes	needed to be available
			*Score Costa Rica #235, Germany #270, France
			#295, or Belize #221 jerseys w/Sydney 117A
	HOUSE SOCCER x1	Tomahawk	Shorts, solid sock #800
	Youth Small-Youth XL	15-20%	5.899%
	Adult Small - Adult XL	15-20%	5.899%
	TINY TIKES SOCCER x1	Pawnee	Score REV15 reversible jersey
	Youth Small-Youth XL	15-20%	15.03%
FLOOR	HOCKEY	D	O DE)/45 "I I . '
	Reversible Short Sleeve	Pawnee 45,000/	Score REV15 reversible jersey
	Youth Small-Youth XL	15-20%	15.03%
	Adult Small - Adult XL	15-20%	15.03%
			Orders can be placed by phone or email.
			Entering order on an import sheet is highly recommended to ensure all sizes, styles, an
			colors are met. Production time for 100+
			uniforms is 7-10 business days. Transit days using standard UPS Ground is 4-5 days. We
			will prioritize your order. New artwork logos
			including color logos are produced in 4-5
COMM	ENTO/EVCEDTIONS		days. Shipping cost is based on weight of
COMME	ENTS/EXCEPTIONS T		packages via UPS standard ground. *Discount is at lowest tiered priced (1000+) of
			the current printed catalog, regardless of
			quantity ordered.