



CITY of NOVI CITY COUNCIL

**Agenda Item E
October 10, 2016**

SUBJECT: Approval to award the Sport Clothing and Apparel contract to All American Embroidery Inc. for one (1) year with two (2) renewal options in one-year increments based on unit pricing; with an estimated annual cost of \$25,000.

SUBMITTING DEPARTMENT: Parks, Recreation and Cultural Services

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	Estimated annual \$ 25,000.00
AMOUNT BUDGETED	Approximately \$ 30,000.00
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	Various PRCS accounts; various uniform accounts

BACKGROUND INFORMATION: Parks, Recreation and Cultural Services (PRCS) purchases a variety of sport clothing and apparel throughout the year related to programs and staff, therefore a comprehensive bid was developed. The bid includes T-shirts, sweatshirts and other apparel purchased for various classes and programs, including those given as awards to division and tournament winners in the adult sports leagues. This bid does not include sports league uniforms. Items related to programs are budgeted as a part of the expense for each program and are figured into the price at which the program is offered. Shirts for staff are also purchased throughout the year for building attendants, seasonal staff and full-time staff, as needed, and are budgeted for accordingly. Uniform T-shirts and sweatshirts for Department of Public Services field staff (as required by their union contract), and uniform shirts for Ordinance and Police Records Clerks, are also purchased on this contract.

After reviewing the four bids that were submitted, staff is recommending the low bidder of All American Embroidery Inc. for sport clothing and apparel for one year, with two renewal options in one-year increments.

Included is the bid tab sheet, along with the proposal of the lowest bidder.

RECOMMENDED ACTION: Approval to award the Sport Clothing and Apparel contract to All American Embroidery Inc. for one (1) year with two (2) renewal options in one-year increments based on unit pricing; with an estimated annual cost of \$25,000.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

	1	2	Y	N
Council Member Markham				
Council Member Mutch				
Council Member Wrobel				

Item	Description	All American Embroidery	Impressive Promotional Products	Ad-Wear & Specialty of Texas	Advance Print & Graphics
SETUP/ARTWORK					
1	Logo Setup/Artwork Dept/City	N/C	0.00	0.00	\$68.00/hr
2	Logo Setup/Artwork Sponsor	N/C	0.00	0.00	\$68.00/hr
PRINTING COSTS (per shirt)					
3	1 color logo/1 location	0.60	0.50	1.00	3.80
4	2 color logo/1 location	1.00	1.00	1.00	5.72
5	1 color logo/2 location	1.00	1.00	1.73	7.60
6	2 color logo/2 location	2.00	2.00	1.73	11.44
7	"Coach", "Supervisor", "Staff"	0.50	0.50	1.00	11.00
EMBROIDERY COSTS (per logo)					
8	Embroidered logo - 1 color	3.60	3.75	5.50	9.17
9	Embroidered logo - 2 color	3.60	3.75	5.50	9.17
ADULT SOFTBALL/COACHSTAFF					
10	T-Shirts, SS, 50/50 cotton/poly	PC55/PC55Y	Gildan G800	Gildan 8000B/8000*	Jerzees 29M/29B
	Youth Small - Youth XL	2.50	2.75	2.27	4.32
	Adult Small - Adult XL	2.50	2.75	2.27	4.47
	Adult 2XL	4.60	4.75	4.05	7.15
	Adult 3XL	4.60	4.75	5.59	7.92
	Adult 4XL	4.60	4.75	5.59	7.92
11	T-shirts, SS, Wicking	Augusta 790	Augusta 790	Augusta 790	Augusta 790
	Adult Small - Adult XL	4.95	5.25	4.37	6.52
	Adult 2XL	6.25	7.25	6.57	8.95
	Adult 3XL	6.75	8.25	8.15	12.24
	Adult 4XL	7.25	9.25	9.03	13.54
12	T-shirt, LS, 100% cotton/poly	Gildan 5400/5400L	Gildan 5400/5400L	Gildan 5400/5400L*	Gildan 5400/5400L
	Adult Small - Adult XL	4.75	6.00	5.03	6.47
	Adult 2XL	6.45	8.00	7.07	10.35
	Adult 3XL	6.75	9.00	7.81	11.48
	Adult 4XL	6.75	N/A	7.81	N/A
13	Wind Shirt, LS, Vneck	Port Authority JST72	Port Authority J342	Harriton M700	Ultra Club 8937
	Adult Small - Adult XL	12.25	12.25	16.47	26.65
	Adult 2XL	12.90	14.25	18.83	29.99
	Adult 3XL	14.90	15.25	20.00	33.32
	Adult 4XL	15.90	16.25	21.17	36.65
14	Polo, SS, wicking (mens/ladies)	Harriton M315/M315W	Harriton M315/M315W	Harriton M315/M315W	Harriton M315/M315W
	Adult Small - Adult XL	11.95	12.50	11.77	16.65
	Adult 2XL	12.95	13.50	14.11	18.32
	Adult 3XL	12.95	14.50	14.11	19.99

CITY OF NOVI - SPORT CLOTHING APPAREL

Bid due 9/14/16 2:00 p.m.

Item	Description	All American Embroidery	Impressive Promotional Products	Ad-Wear & Specialty of Texas	Advance Print & Graphics
	Adult 4XL(men's only)	13.95	15.50	15.29	21.65
15	Polo, SS, Wicking	Sport Tek ST680	Sport Tek ST680	Sport Tek ST680	Sport Tek ST680
	Adult Small - Adult XL	12.75	14.50	14.11	19.99
	Adult 2XL	14.25	16.50	15.29	21.65
	Adult 3XL	16.50	17.50	17.65	24.99
	Adult 4XL	16.75	18.50	18.83	26.65
16	Polo, SS	Holloway 222408	Holloway 222408	Holloway 222408	Holloway 222408
	Adult Small - Adult XL	20.25	19.95	20.87	32.92
	Adult 2XL	22.99	20.95	22.05	34.59
	Adult 3XL	23.99	21.95	22.95	37.92
	Adult 4XL	24.99	22.95	23.83	39.59
17	Sweatshirt - Crew Neck	Gildan G180	Gildan G180	Gildan G180*	Gildan G180
	Adult Small - Adult XL	6.50	7.95	6.53	10.62
	Adult 2XL	8.50	9.95	8.97	12.90
	Adult 3XL	8.99	10.95	10.65	14.54
	Adult 4XL	8.99	11.95	10.64	14.54
18	Sweatshirt - Crew Neck	FOL #82300	FOL #82300	FOL #82300*	FOL #82300
	Adult Small - Adult XL	11.20	11.95	11.09	15.67
	Adult 2XL	13.25	13.95	13.91	19.99
	Adult 3XL	14.50	14.95	13.91	22.50
19	Sweatshirt - Crew Neck	Jerzees 4662M	Jerzees 4662M	Jerzees 4662M*	Jerzees 4662M
	Adult Small - Adult XL	8.10	11.50	7.55	13.50
	Adult 2XL	10.45	12.50	13.25	17.67
	Adult 3XL	11.99	13.50	13.03	19.60
	Adult 4XL	12.25	14.50	13.03	19.60
20	Sweatshirt - Crew Neck	Sport Tek F280	Sport Tek F280	Sport Tek F280	Sport Tek F280
	Adult Small - Adult XL	18.25	20.50	20.00	28.32
	Adult 2XL	19.25	21.50	21.17	29.99
	Adult 3XL	20.75	22.50	23.52	33.32
	Adult 4XL	21.50	23.50	25.53	34.99
21	Sweatshirt - Crew Neck	Port & Co PC 90	Port & Co PC 90	Port & Co PC 90*	Port & Co PC 90
	Adult Small - Adult XL	5.99	9.95	7.29	12.97
	Adult 2XL	9.25	10.95	10.91	15.84
	Adult 3XL	9.50	11.95	10.91	16.25
	Adult 4XL	10.50	12.95	10.91	16.72
22	Sweatshirt - Hoodie	Hanes F170	Hanes F170	Hanes F170*	Hanes F170
	Adult Small - Adult XL	14.50	16.95	14.21	24.10
	Adult 2XL	18.25	17.95	21.35	29.02
	Adult 3XL	18.25	18.95	21.35	29.02
23	Sweatshirt - Full zip, hood	Sport Tek F282	Sport Tek F282	Sport Tek F282	Sport Tek F282
	Adult Small - Adult XL	25.20	27.50	25.89	36.65

Item	Description	All American Embroidery	Impressive Promotional Products	Ad-Wear & Specialty of Texas	Advance Print & Graphics
	Adult 2XL	26.50	28.50	27.05	38.32
	Adult 3XL	27.50	29.50	29.41	41.65
	Adult 4XL	28.50	30.50	30.59	41.65
24	Sweatshirt - Full zip, hood	FOL #82230R	FOL #82230R	FOL #82230R	FOL #82230R
	Adult Small - Adult XL	16.50	18.95	18.27	25.88
	Adult 2XL	20.75	20.95	22.35	31.65
	Adult 3XL	21.50	21.95	22.95	32.50
25	Sweatshirt - Full zip, hood	Port & Co. PC90ZH	Port & Co. PC90ZH	Port & Co. PC90ZH	Port & Co. PC90ZH
	Adult Small - Adult XL	13.75	19.95	13.87	25.82
	Adult 2XL	17.75	20.95	19.61	27.79
	Adult 3XL	19.50	21.95	22.43	31.77
	Adult 4XL	20.50	22.95	23.83	33.75
26	Fleece jacket, mens/ladies	Core 365 #88190/78190	Core 365 #88190/78190	Core 365 #88190/78190	Core 365 #88190/78190
	Adult Small - Adult XL	17.09	18.95	17.65	24.99
	Adult 2XL	19.37	20.95	20.01	28.32
	Adult 3XL	20.40	21.95	21.17	29.99
	Adult 4XL (mens only)	22.20	22.95	22.35	31.65
	Adult 5XL (mens only)	22.20	23.95	23.53	33.32
27	Coat (3-in-1)	Port Auth J310 Ranger	Port Auth J310 Ranger	Port Auth J310 Ranger	Port Auth J310 Ranger
	Adult XSmall - Adult XL	76.75	84.95	76.47	108.32
	Adult 2XL	77.75	85.95	77.65	109.99
	Adult 3XL	77.75	86.95	80.01	113.32
	Adult 4XL	77.75	87.95	81.17	114.99
	Delivery after receipt of order	10 business days	10 business days	15-25 days	20 business
	Reprint delivery	10 business days	5-10 business days	5-10 days	10 business

* Item pricing is for color shirts. White shirts will be \$1.50 - \$4.00 less depending on the style. .

Printers Ink, LLC - Disqualified. Provided substitution for required style

Riddell - Disqualified. Provided substitution for required style.



CITY OF NOVI
PROPOSAL FORM

SPORT CLOTHING AND APPAREL

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:

		<u>PRICE</u>
<u>Setup/Artwork</u>		
1. Logo Setup/Artwork Fee	(City/Department logo)	\$ <u> N/C </u>
2. Logo Setup/Artwork Fee	(Sponsor logo)	\$ <u> N/C </u>

Silkscreen Costs

3. 1 color logo/1 location	\$ <u> 0.60 </u> PER SHIRT/ITEM
4. 2 color logo/1 location	\$ <u> 0.50 </u> PER SHIRT/ITEM
5. 1 color logo/2 locations	\$ <u> 1.00 </u> PER SHIRT
6. 2 color logo/2 locations	\$ <u> 2.00 </u> PER SHIRT
7. "Supervisor", "Staff" or "Coach" on back of shirt	\$ <u> 0.50 </u> PER SHIRT

\$ 1.00
Sue Moriarty

Embroidery Costs

8. One color embroidered logo (7,250 stitches)	\$ <u> 3.60 </u> PER LOGO
9. Two color embroidered logo (7,250 stitches)	\$ <u> 3.60 </u> PER LOGO

ADULT SOFTBALL / COACH APPAREL / STAFF

10. Tees – short sleeve (50-50 cotton/poly)

Brand & style number _____PC55/PC55Y_____

Youth Small – Youth XL	\$ <u> 2.50 </u> EA
Adult Small – Adult XL	\$ <u> 2.50 </u> EA
Adult 2XL	\$ <u> 4.60 </u> EA
Adult 3XL	\$ <u> 4.60 </u> EA
Adult 4XL	\$ <u> 4.60 </u> EA

11. Tees – short sleeve, wicking

Brand & style number: Augusta 790

Adult Small – Adult XL	\$ _4.95_____ EA
Adult 2XL	\$ _6.25_____ EA
Adult 3XL	\$ _6.75_____ EA
Adult 4XL	\$ _7.25_____ EA

12. Tees – long sleeve (100% cotton)

Brand & Style number Gildan 5400 (5400L)

Adult Small – Adult XL	\$ _4.75_____ EA
Adult 2XL	\$ _6.45_____ EA
Adult 3XL	\$ _6.75_____ EA
Adult 4XL	\$ _6.75_____ EA

13. Wind Shirt, long sleeve, unlined, V-neck

Brand & style number: ___Port Authority JST72_____

Adult Small – Adult XL	\$ _12.25_____ EA
Adult 2XL	\$ _12.90_____ EA
Adult 3XL	\$ _14.90_____ EA
Adult 4XL	\$ _15.90_____ EA

14. Polo Shirt, short sleeve, wicking fabric, Men's & Ladies

Brand & style number: Harriton M315/M315W

Adult Small – Adult XL	\$ _11.95_____ EA
Adult 2XL	\$ _12.95_____ EA
Adult 3XL	\$ _12.95_____ EA
Adult 4XL	\$ _13.95_____ EA

15. Polo Shirt, short sleeve, wicking

Brand & Style number: Sport Tek ST680

Adult Small – Adult XL	\$ _12.75_____ EA
------------------------	-------------------

Adult 2XL	\$ _14.25_____EA
Adult 3XL	\$ _16.50_____EA
Adult 4XL	\$ _16.75_____EA

16. Polo Shirt – Short Sleeve

Brand & style number: Holloway #222408 Shark Bite

Adult Small – Adult XL	\$ _20.25_____EA
Adult 2XL	\$ _22.99_____EA
Adult 3XL	\$ _23.99_____EA
Adult 4XL	\$ _24.99_____EA

17. Crew Neck Sweatshirt

Brand & style number: Gildan G180

Adult Small – Adult XL	\$ _6.50_____EA
Adult 2XL	\$ _8.50_____EA
Adult 3XL	\$ _8.99_____EA
Adult 4XL	\$ _8.99_____EA

18. Crew Neck Sweatshirt

Brand & style number: Fruit of the Loom #82300

Adult Small – Adult XL	\$ _11.20_____EA
Adult 2XL	\$ _13.25_____EA
Adult 3XL	\$ _14.50_____EA

19. Crew Neck Sweatshirt

Brand & style number: Jerzees #4662M

Adult Small – Adult XL	\$ _8.10_____EA
Adult 2XL	\$ _10.45_____EA
Adult 3XL	\$ _11.99_____EA
Adult 4XL	\$ _12.25_____EA

20. Crew Neck Sweatshirt

Brand & style number: Sport-Tek F280

Adult Small – Adult XL	\$ _18.25_____EA
------------------------	------------------

Adult 2XL	\$ _19.25_____EA
Adult 3XL	\$ _20.75_____EA
Adult 4XL	\$ _21.50_____EA

21. Crew Neck Sweatshirt

Brand & style number: Port & Co. PC90

Adult Small – Adult XL	\$ _5.99_____EA
Adult 2XL	\$ _9.25_____EA
Adult 3XL	\$ _9.50_____EA
Adult 4XL	\$ _10.50_____EA

22. Hoodie Pullover Sweatshirt

Brand & style number: Hanes F170

Adult Small – Adult XL	\$ _14.50_____EA
Adult 2XL	\$ _18.25_____EA
Adult 3XL	\$ _18.25_____EA

23. Full Zip Hooded Sweatshirt

Brand & style number: Sport-Tek F282

Adult Small – Adult XL	\$ _25.20_____EA
Adult 2XL	\$ _26.50_____EA
Adult 3XL	\$ _27.50_____EA
Adult 4XL	\$ _28.50_____EA

24. Full Zip Hooded Sweatshirt

Brand & style number: Fruit of the Loom #82230R

Adult Small – Adult XL	\$ _16.50_____EA
Adult 2XL	\$ _20.75_____EA
Adult 3XL	\$ _21.50_____EA

25. Full Zip Hooded Sweatshirt

Brand & style number: Port & Co. PC90ZH

Adult Small – Adult XL	\$ _13.75_____EA
------------------------	------------------

Adult 2XL	\$ _17.75_____EA
Adult 3XL	\$ _19.50_____EA
Adult 4XL	\$ _20.50_____EA

26. Fleece Jacket, long sleeve, Men's & Ladies

Brand & style number: Core365 #88190/78190

Adult Small – Adult XL	\$ _17.09_____EA
Adult 2XL	\$ _19.37_____EA
Adult 3XL	\$ _20.40_____EA
Adult 4XL (Men's only)	\$ _22.20_____EA
Adult 5XL (Men's only)	\$ _22.20_____EA

27. Coat

Brand & style number: Port Authority J310 Ranger 3-in-1 jacket

Adult XS- XL	\$ _76.75_____EA
Adult 2XL	\$ _77.75_____EA
Adult 3XL	\$ _77.75_____EA
Adult 4XL	\$ _77.75_____EA

Delivery GUARANTEED __10 Business_____ days after receipt of order

Reprint delivery guaranteed __10 Business_____ days after receipt of reprint order

Please be sure to include the description of your ordering/delivery process as requested.

Comments/Exceptions: __N/A_____

We acknowledge the following addendums _____

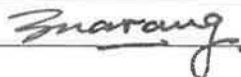
References: Please provide at least three (3) current references for which you provide a similar scope of service:

Company __City of Livonia (Livonia Fire Department)____
Address ____14910 Farmington Road, Livonia, MI 48154____
Phone ____313-477-1770__ Contact name __John Unsworth____

Company __Livernois Motorsports & Engineering, LLC_____
Address _2500 S. Gulley, Dearborn Heights, MI 48125_____
Phone _313-561-5500 Ext: 124_ Contact name _____Brandon Lowe_

Company __USA Hockey Arena_____
Address ____14900 Beck Road,Plymouth, MI 48170_____
Phone __734-558-3083__ Contact name __Tony Noble_____

This bid submitted by:

Company (Legal Registration) __**All American Embroidery Inc**_____
Address __31600, Plymouth Road, Livonia, MI-48150_____
City _____Livonia_____ State _____MI_____ Zip __48150_____
Telephone __734-421-9292_____ Fax __731-421-0505_____
Representative's Name (please print) _____**Sandeep Narang**_____
Representative's Title _____**Persident**_____
Representative's Signature __________
E-mail __**Sandeep@aae4ever.com**_____
Date __08/25/2016_____

Original



**NOTICE - CITY OF NOVI
INVITATION TO BID**

SPORT CLOTHING AND APPAREL

The City of Novi will receive sealed bids for **Sport Clothing and Apparel** according to the specifications of the City of Novi.

Sealed bids will be received until **2:00 P.M.**, prevailing Eastern Time, **September 14, 2016** 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 Ten Mile Rd.
Novi, MI 48375-3024

All bids must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"SPORT CLOTHING AND APPAREL 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: August 23, 2016

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, www.mitn.info and obtain an official copy.



CITY OF NOVI
SPORT CLOTHING AND APPAREL
INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	August 23, 2016
Last Date for Questions	Wednesday, September 7, 2016 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
Response Due Date	Wednesday, September 14, 2016 by 2:00 P.M.

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 **three (3)** copies of your bid, **one (1)** unbound signed and clearly marked as ORIGINAL, and **two (2)** copies of the original bid, clearly marked as COPY. Original bid may be clipped but should not be stapled or bound. Copies may be stapled and bound. The original and copies should be identical, excluding the obvious difference in labeling. 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 PROPOSAL FORM PROVIDED BY THE CITY OF NOVI AND ALL OTHER REQUESTED INFORMATION 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 www.mitn.info. 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 are 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.

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.

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 www.mitn.info.

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.

SUBMISSION OF BID

Bids must be submitted in a sealed envelope. Outside of mailing envelope must be labeled with name of contractor and name of bid. Failure to do so may result in a premature opening or failure to open such proposal.

To be considered, sealed bids must arrive at the specified location, 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,

emailed, or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids.

Bids must be clearly prepared and legible and must be signed by an Officer 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. ANY CHANGES MADE ON BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

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.

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.

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.

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.

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.

CONTRACT TERMINATION

The City may terminate and/or cancel this contract (or any part thereof) at any time during the term, any renewal, or any extension of this contract, upon thirty days (30) days written notice to the Contractor, for any reason, including convenience without

incurring obligation or penalty of any kind. The effective date for termination or cancellation shall be clearly stated in the written notice.

TRANSFER OF CONTRACT/SUBCONTRACTING

The successful 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.

CONTRACT RENEWAL

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.

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 bidder 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 bidder or with any other Competitor; and

(b) No attempt has been made or will be made by the bidder 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 bidder's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the bidder'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
SPORT CLOTHING AND APPAREL
SPECIFICATIONS

OVERVIEW

The City is seeking a single company to provide T-shirts and other apparel for team sports and City staff as needed.

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

All items listed in the bid form **MUST** be quoted unless otherwise noted. When a particular brand name is indicated, no substitutions are allowed for those items.

Additional items may be required during the course of the contract period. Should this occur, contractor must provide a written quote to the department requesting the item and to the Purchasing Manager. If price is acceptable to the City, the item(s) will be added to the contract at the quoted price for the remainder of the contract and any renewals. If pricing is not acceptable to the City, the City reserves the right to order the merchandise elsewhere.

If a size or color of an item included in bid is backordered, contractor may be asked to provide an equivalent item (which must be approved by City staff) at the same price.

BID SUBMITTALS/PRICING

All items are to be priced without printing or embroidery. Setup/artwork, logo printing and embroidery fees will be priced separately.

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

CITY LOGO

When silkscreened, the logo may be done in one or two colors. When embroidered, the logo may be done in one color or two colors.

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.

Samples may be requested during the contract.

There will be no charge to the City for samples. If vendor wants samples returned, they must be clearly marked when delivered, otherwise they will not be returned.

CATALOGS

Web links to catalogs must be provided to the Purchasing Manager after the award. Contractor must provide a link whenever the catalogs are updated to the new calendar year version.

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.

	<u>Estimated quantity</u>
Coach Apparel	250 annually
Adult Softball	280 annually
Staff T-shirts/polos/sweatshirts/fleeces	625 annually

ORDERING

Vendor must obtain a three-digit department code from the staff member placing the order and include it on the invoice. Purchase Orders are required for orders over \$5,000.

DELIVERY

The City requires a packing list with all delivered items.

It is extremely important that the team/league 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 should be mailed to: City of Novi, Attention Finance Department, 45175 Ten Mile Rd., Novi, MI 48375, or emailed to invoices@cityofnovi.org. This email address is to be used for invoices only, no sales emails.

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 facility).

SAMPLE AGREEMENT

CONTRACT FOR SPORT CLOTHING AND APPAREL

THIS CONTRACT FOR MATERIALS AND SERVICES ("Contract"), shall be considered as made and entered into as of the date of the last signature ("Effective Date"), and is between the City of Novi, a Michigan municipal corporation, whose address is 45175 Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and **All American Embroidery Inc**, whose address is **31600, Plymouth Road, Livonia, MI-48150**, (hereinafter referred to as "Contractor").

THE CLIENT AND CONTRACTOR AGREE AS FOLLOWS:

Article I. Statement and Performance of Work.

For payment by the Client as provided under this Contract, Contractor shall provide the materials and perform the services described on and in Schedule A (the "Work"), which is attached hereto and made a part of this Contract by this reference, in a competent, accurate, efficient, timely, good, professional, thorough, complete and responsible manner, and in compliance with the terms and conditions set forth below.

Article II. Timing of Performance.

Performance of this Contract shall commence on _____ and end on _____. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments at the same prices, terms, and conditions of the original contract.

Article III. Contract Price and Payment.

Subject to the terms and conditions of this Contract, the Client agrees to pay Contractor an amount for materials and services as specifically set forth in the completed Proposal attached which is part of the attached Schedule A. Such payments are in exchange for and consideration of the timely and satisfactory performance and completion of the work required under and pursuant to this Contract. The Client agrees to pay Contractor amounts due within thirty (30) days of receipt of an itemized billing/invoice from Contractor detailing all materials and services that have been provided in connection with the billing and charges applicable to each such item. Such itemized billings shall be submitted and shall be paid only upon satisfactory completion of the work itemized in the billing.

All costs and expenses incurred by Contractor under this Contract are deemed to be included in the amounts set forth in Schedule A. Contractor will obtain written approval of the Client prior to proceeding with any work that is not stated on Schedule A; otherwise, the Client will not be billed for such extra/additional work.

Payments shall be made upon verification of invoices received by the Client. All payments to Contractor shall be submitted by mail at Contractor's address first listed above, unless Contractor provides written notice of a change in the address to which such payments are to be sent.

Article IV: Termination.

A. 1. For cause: In the event that either party shall breach the terms and conditions of this Contract, the aggrieved party may notify the other party, in writing via certified mail, of such breach and demand that the same be remedied within ten (10) days. If the defaulting party fails to remedy the breach as demanded, the aggrieved party shall then have the right to terminate by giving the defaulting party thirty (30) days written notice. In addition, if at any time a voluntary petition in bankruptcy shall be filed against either party and shall not be dismissed within thirty (30) days, or if either party shall take advantage of any insolvency law, or if a receiver or trustee of any of a party's property shall be appointed and such appointments shall not be vacated within thirty (30) days, the other party shall have the right, in addition to any other rights of whatsoever nature that it may have at law or in equity, to terminate by giving thirty (30) days' notice in writing of such termination.

2. For convenience: The Client may terminate the agreement, in whole or in part, without showing cause upon giving thirty (30) days written notice to the Contractor. The Client shall pay all reasonable costs incurred by the Client up to the date of notice of termination. The Contractor will not be reimbursed for any anticipatory profits that have not been earned up to the date of notice of termination.

B. In the event this Contract is terminated before completion, the Client shall not be responsible to make any further payments for work performed after the effective date of such termination, and shall pay Contractor for such materials as have been delivered and for such work as has been completed and is eligible for payment under the terms of this Contract through the date of such termination. In all events, the Client shall only be responsible to make the payments described in the preceding sentence if, at the Client's request, Contractor continues to fully perform its duties and obligations in full compliance with the terms of this Contract through the effective date of the termination.

Article V: Independent Contractor/Vendor Relationship.

A. In the performance of this Contract, the relationship of Contractor to the Client shall be that of an independent contractor and/or vendor and not that of an employee or agent of Client. Contractor is and shall perform under this Contract as an independent contractor and/or vendor, and no liability or responsibility with respect to benefits of any kind, including without limitation, medical benefits, worker's compensation, pension rights, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party as a result of the performance of this Contract.

Contractor, as an independent contractor and/or vendor, is not authorized to enter into or sign any agreements on behalf of the Client or to make any representations to third parties that are binding upon the Client.

SAMPLE AGREEMENT

- B. Contractor represents that it will dedicate sufficient resources and provide all necessary personnel required to perform the work described in Schedule A in accordance with the terms and conditions of this Contract. Except as may be specifically stated and agreed to in Schedule A, Contractor shall perform all of the work under this Contract and no other person or entity shall be assigned or sub-contracted to perform the work, or any part thereof, unless approved by the Client in advance.

Article VI: Liability and Insurance.

- A. Contractor agrees to indemnify and hold harmless the Client, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the Client by reason of (i) personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of Contractor in performing or failing to perform the work; or (ii) civil damages which arise out of any dispute between Contractor and its subcontractors, affiliates, employees or other private third parties in connection with this Contract. Contractor specifically agrees that it is Contractor's responsibility, and not the responsibility of the Client, to safeguard the property and materials used in performing this Contract. Contractor agrees to hold the City harmless from any loss of or damage to such property and materials used in connection with Contractor's performance of this Contract.
- B. Contractor shall provide evidence of adequate insurance coverage in the types and amounts set forth in Schedule A, which is attached hereto and incorporated herein by this reference. Such insurance shall be maintained at the specified level of coverage throughout the term of this Contract, including any extension of such term, and will cover all work, acts and omissions by and on behalf of Contractor in connection with this Contract, with the Client as named additional insureds, but with such coverage being primary and non-contributory as described in the attached Schedule A.

Article VII: Information.

It is expressly acknowledged and agreed that all reports, opinions, compilations, research work, studies, data, materials, artifacts, samples, documents, plans, drawings, specifications, correspondence, ledgers, permits, manuals, applications, contracts, accountings, schedules, maps, logs, invoices, billings, photographs, videotapes and all other materials generated by and/or coming into the possession of Contractor during the term of this Contract, and any extension thereof, that in any way relate to the performance of work by Contractor under this Contract or that are otherwise related or relevant to the work, belong exclusively to the Client and shall be promptly delivered to the Client upon the termination of this Contract or, at any time, upon the Client's request.

Article VIII: General Provisions.

SAMPLE AGREEMENT

- A. Entire Agreement. This instrument, together with the attached Schedules, contains the entire Contract between the Client and Contractor. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.
- B. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, ordinances, rules or regulations, including without limitation, those which apply because Client is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.
- C. Governing Law. This Contract shall be governed by the laws of the State of Michigan.
- D. Assignment. Contractor shall not assign this Contract or any part thereof without the written consent of the Client. This Contract shall be binding on the parties, their successors, assigns and legal representatives.
- E. Third Parties. It is the intention of the parties hereto that this Agreement is not made for the benefit of any private third party. It is acknowledged that Client may receive a portion of the funding for the payments under this Contract from one or more private sources, and it is understood by Contractor that it is hired by Client to work exclusively for Client (and by extension for the Township should the work be accepted and implemented by the Township) and Contractor agrees that no private party or parties will be allowed to hold sway or influence, in any way, over Contractor's performance of the work.
- F. Notices. Written notices under this Contract shall be given to the parties at their addresses contained in this Contract by personal or registered mail delivery to the attention of the following persons:
- Client: City Manager Peter E. Auger and City Clerk Cortney Hanson
Contractor:
- G. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.
- H. Waivers. No waiver of any term or condition of this Contract shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.
- I. Jurisdiction and Venue of Contract. This Contract shall be considered for all purposes, including the establishment of jurisdiction and venue in any court action between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

SAMPLE AGREEMENT

J. Conflict. In the event of any conflict or inconsistency between the above provisions of this Contract and either or both of the attached Schedules, the provisions in the above text shall govern.

IN WITNESS WHEREOF, the Client and the Contractor have executed this Contract in Oakland County, Michigan, as of the date first listed above.

WITNESS AND DATES
OF SIGNATURES:

CITY OF NOVI

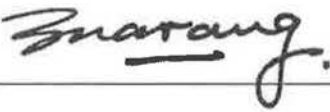
Date: _____

By: Robert J. Gatt
Its: Mayor

Date: _____

By: Cortney Hanson
Its: Clerk

"CONTRACTOR"



Date: _____

By: Sandeep Narang
Its: President