



cityofnovi.org

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:

PRICE

Setup/Artwork

- | | | |
|---------------------------|------------------------|----------------|
| 1. Logo Setup/Artwork Fee | (City/Department logo) | \$ <u>0.00</u> |
| 2. Logo Setup/Artwork Fee | (Sponsor logo) | \$ <u>0.00</u> |

Silkscreen Costs

- | | | |
|--|----------------|----------------|
| 3. 1 color logo/1 location | \$ <u>1.00</u> | PER SHIRT/ITEM |
| 4. 2 color logo/1 location | \$ <u>1.75</u> | PER SHIRT/ITEM |
| 5. 1 color logo/2 locations | \$ <u>2.00</u> | PER SHIRT |
| 6. 2 color logo/2 locations | \$ <u>3.50</u> | PER SHIRT |
| 7. "Supervisor", "Staff" or "Coach" on back of shirt | \$ <u>1.00</u> | PER SHIRT |

Embroidery Costs

- | | | |
|--|----------------|----------|
| 8. One color embroidered logo (7,250 stitches) | \$ <u>5.00</u> | PER LOGO |
| 9. Two color embroidered logo (7,250 stitches) | \$ <u>5.00</u> | PER LOGO |
| 10. One-color embroidered logo on customer supplied item | \$ <u>6.00</u> | PER LOGO |
| 11. Two-color embroidered logo on customer supplied item | \$ <u>6.00</u> | PER LOGO |

ADULT SOFTBALL / COACH APPAREL / STAFF

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

Brand & style number Gildan 8000

Youth Small – Youth XL

\$ 3.50 EA

Adult Small – Adult XL

\$ 3.50 EA

Adult 2XL	\$ <u>5.50</u> EA
Adult 3XL	\$ <u>6.50</u> EA
Adult 4XL	\$ <u>7.50</u> EA

13. Tees – long sleeve (50-50 cotton/poly)

Brand & Style number Gildan 8400

Adult Small – Adult XL	\$ <u>6.71</u> EA
Adult 2XL	\$ <u>8.71</u> EA
Adult 3XL	\$ <u>9.71</u> EA
Adult 4XL	\$ <u>16.71</u> EA

14. Tees – short sleeve, wicking

Brand & style number: Augusta 790

Adult Small – Adult XL	\$ <u>5.50</u> EA
Adult 2XL	\$ <u>7.50</u> EA
Adult 3XL	\$ <u>8.50</u> EA

15. Tees – Long sleeve, wicking

Brand & style number: Augusta 788

Adult Small – Adult XL	\$ <u>7.66</u> EA
Adult 2XL	\$ <u>9.66</u> EA
Adult 3XL	\$ <u>10.66</u> EA

16. Polo Shirt – Short Sleeve

Brand & style number: Nike 373749 Adult, 354064 Ladies *Discontinued style*

Adult Small – Adult XL	\$ <u>16.14</u> EA
Adult 2XL	\$ <u>18.14</u> EA
Adult 3XL (not available in Ladies)	\$ <u>19.14</u> EA
Adult 4XL (not available in Ladies)	\$ <u>20.14</u> EA

17. Crew Neck Sweatshirt (8 oz)

Brand & style number: Gildan G180

Adult Small – Adult XL	\$ <u>9.10</u> EA
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Adult 2XL	\$ <u>11.10</u> EA
Adult 3XL	\$ <u>12.10</u> EA
Adult 4XL	\$ <u>13.10</u> EA

18. Crew Neck Sweatshirt (9 oz)

Brand & style number: Port & Co. PC90

Adult Small – Adult XL	\$ <u>12.17</u> EA
Adult 2XL	\$ <u>14.17</u> EA
Adult 3XL	\$ <u>15.17</u> EA
Adult 4XL	\$ <u>16.17</u> EA

19. Crew Neck Sweatshirt (12 oz)

Brand & style number: Fruit of the Loom #82300

Adult Small – Adult XL	\$ <u>14.92</u> EA
Adult 2XL	\$ <u>16.92</u> EA
Adult 3XL	\$ <u>17.92</u> EA

20. Crew Neck Sweatshirt (12 oz)

Brand & style number: Sport-Tek F280

Adult Small – Adult XL	\$ <u>24.12</u> EA
Adult 2XL	\$ <u>26.12</u> EA
Adult 3XL	\$ <u>27.12</u> EA
Adult 4XL	\$ <u>29.12</u> EA

21. Full Zip Hooded Sweatshirt (9 oz)

Brand & style number: Port & Co. PC90ZH

Adult Small – Adult XL	\$ <u>19.31</u> EA
Adult 2XL	\$ <u>21.31</u> EA
Adult 3XL	\$ <u>22.31</u> EA
Adult 4XL	\$ <u>23.31</u> EA

22. Full Zip Hooded Sweatshirt (12 oz)

Brand & style number: Sport-Tek F282

Adult Small – Adult XL	\$ <u>30.41</u> EA
Adult 2XL	\$ <u>32.41</u> EA
Adult 3XL	\$ <u>33.41</u> EA
Adult 4XL	\$ <u>34.41</u> EA

23. Full Zip Hooded Sweatshirt (12 oz)

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

Adult Small – Adult XL	\$ <u>13.05</u> EA
Adult 2XL	\$ <u>15.05</u> EA
Adult 3XL	\$ <u>16.05</u> EA

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

Brand & style number: Core365 #88190/78190

Adult Small – Adult XL	\$ <u>21.27</u> EA
Adult 2XL	\$ <u>23.27</u> EA
Adult 3XL	\$ <u>24.27</u> EA
Adult 4XL (Men's only)	\$ <u>25.27</u> EA
Adult 5XL (Men's only)	\$ <u>26.27</u> EA

25. Tees – long sleeve (100% cotton)

Brand & Style number Gildan 5400 (5400L)

Adult Small – Adult XL	\$ <u>6.08</u> EA
Adult 2XL	\$ <u>8.08</u> EA
Adult 3XL	\$ <u>9.08</u> EA
Adult 4XL	\$ <u>10.08</u> EA

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

Brand & style number: Augusta 3415

Adult Small – Adult XL	\$ <u>18.45</u> EA
Adult 2XL	\$ <u>20.45</u> EA
Adult 3XL	\$ <u>21.45</u> EA
Adult 4XL	\$ <u>22.45</u> EA

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

Brand & style number: Harriton M315/M315W

Adult Small – Adult XL	\$ <u>15.50</u> EA
Adult 2XL	\$ <u>17.50</u> EA
Adult 3XL	\$ <u>18.50</u> EA
Adult 4XL	\$ <u>19.50</u> EA

28. Crew Neck Sweatshirt

Brand & style number: Jerzees #4662M

Adult Small – Adult XL	\$ <u>12.61</u> EA
Adult 2XL	\$ <u>14.61</u> EA
Adult 3XL	\$ <u>15.61</u> EA
Adult 4XL	\$ <u>16.61</u> EA

29. Hoodie Pullover Sweatshirt

Brand & style number: Hanes F170

Adult Small – Adult XL	\$ <u>21.61</u> EA
Adult 2XL	\$ <u>23.61</u> EA
Adult 3XL	\$ <u>24.61</u> EA

30. We are interested in specialty items that can be used as Championship prizes for Adult Softball. Past items have included bleacher chairs, small coolers, etc. Please submit a separate document with suggested items, showing picture and prices.

- **Delivery GUARANTEED** 23 days after receipt of order
- **Reprint delivery guaranteed** 23 days after receipt of reprint order
- **How many days/weeks from the time of order does it take for Championship items (shirts/promotional items) to be shipped to the team?** 23 days ARU
- ***Please be sure to include the description of your ordering/delivery process as requested.***

Comments/Exceptions: _____

We acknowledge the following addenda 1 _____

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

Company See attached info & reference sheet
Address _____
Phone _____ Contact name _____

Company _____
Address _____
Phone _____ Contact name _____

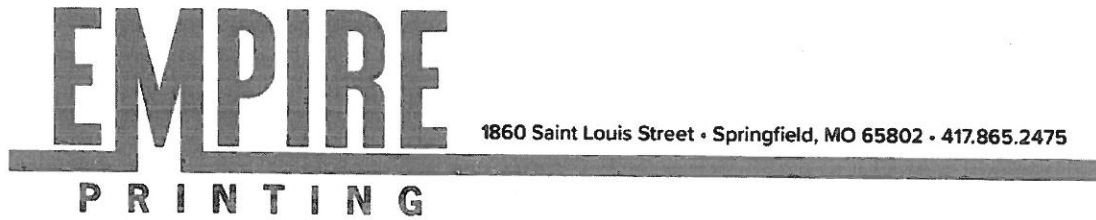
Company _____
Address _____
Phone _____ Contact name _____

This bid submitted by:

Company (Legal Registration) Empire Printing LLC
Address 1800 E St Louis St
City Springfield State MO Zip 65801

Telephone 417-865-2475 Fax N/A
Representative's Name (please print) Joshua Marler
Representative's Title Bids Rep
Representative's Signature Josh Marler
E-mail bids@empireprinting.com
Date 3-14-2013

1/2/2023



Company Background:

Empire Printing has been serving the Ozarks since 1964. We specialize in screen-printing, embroidery, sports numbering and lettering, buttons, promotional products, and all kinds of offset paper printing needs. With every order we offer professional quality, free artwork, excellent customer service, and fast turnaround.

God has continued to bless our company and watch over us, as we watch over our customer's orders. Our annual gross revenues have passed \$3,000,000, as organizations across the country have put their trust in our proven track record.

Our experienced staff of 40 team members are here to make your printing order smooth from start to finish. We are available by phone Monday-Friday, 8AM-5PM (CST) at 417-865-2475 or you can browse our website 24/7 at www.empireprinting.com.

1/2/2023

Sustainability Practices:

Our small business utilizes a variety of eco-friendly techniques in our production process. We hire local, experienced craftsmen who specialize in printing manually. This helps minimize ink wastage and shirt errors. We also recycle all cardboard, film, and screens, as well as, donate all unused or unwanted garments to local shelters. We also offer several earth friendly options such as organic cotton and Made in USA t-shirts.

Warranty Information:

We stand behind our product by guaranteeing quality workmanship for a period of one year from purchase. This warranty covers both the product and the embellishment. We will replace the item whenever possible and as quickly as possible or will offer a refund. All warranty claims will need to go through Austin Owens, Sales Manager, who can be emailed at austin@empireprinting.com.

Extended Pricing:

Any style sized XXL or larger will incur an additional cost.

XXL +\$2.00

XXXL +\$3.00

XXXXL +\$4.00, etc.

Additional Purchases:

We will allow all employees to purchase items personally at these same contracted prices as well as fellow entities in the district, if the purchaser allows it.

1/2/2023

References:

Springfield Public Schools
1458 E. Chestnut Expressway
Springfield, MO 65802
417-523-0071
Michelle Bentley
mbentley@spsmail.org

Amarillo Independent School District
7200 Interstate 40 West
Amarillo, TX 79106
806-326-1506
Tina Hawley
Tina.hawley@amaisd.org

Town of Perinton
1350 Turk Hill Road
Fairport, NY 14450
585-223-5050
Jeff Nutting
jnutting@perionton.org

Great Parks of Hamilton County
10245 Winton Road
Cincinnati, OH 45231
513-367-9370 ext. 3
Andi Lanz
alanz@greatparks.org

One Stop Apparel
5556 S. Harmony Ave.
Rogersville, MO 65742
417-860-3995
Ginger Martin
ginger@onestopapparel.net

1/2/2023

City of Irving
3000 Rock Island
Irving, TX 75060
469-693-1768
Rob Fowler
rfowler@cityofirving.org

Town of North Kingstown
80 Boston Neck Road
North Kingstown, RI 02852
401-294-3331
Al Southwick
asouthwick@northkingstown.org

Town of Greenburgh
11 Olympic Lane
Ardsley, NY 10502
914-693-8985
Peggy Malone
pmalone@greenburghny.com

University of Utah
University Guest House
110 S Fr Douglas Blvd
Sal Lake City, UT 84113
Patty Jennings
801-587-1008
pjennings@guesthoues.utah.edu

Missouri State University
901 S National Ave
Springfield, MO 65897
Cindy Steiner
417-836-5839
clsteiner@missouristate.edu

1/2/2023

Washburn University
1700 SW College Ave
Morgan Hall RM 214
Topeka, KS 66621
Joseph Tinsley
785-670-2333
Joseph.tinsley@washburn.edu



CITY OF NOVI
SPORT CLOTHING & APPAREL
BID NOTICE

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

IMPORTANT DATES

Bid Issue Date	March 3, 2023
Last Date for Questions	Wednesday, March 15, 2023 by 12:00 p.m. Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Wednesday, March 22, 2023 by 2:00 P.M. Uploaded to www.mitn.info

DESCRIPTION:

This contract is for team/league T-shirts, coach shirts, and staff uniform clothing.

NOTICE TO BIDDERS:

This solicitation, along with all attachments, may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Any and all addenda issue by the City of Novi must be viewed or downloaded from the above listed site. Award results will also be posted on the website.

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.

INSTRUCTIONS TO BIDDERS

BID SUBMITTALS

Proposals must be uploaded to the MITN (www.mitn.info) website by the due date and time. Allow sufficient time to go through the uploading process. The MITN system will not allow for late submittals. This responsibility rests entirely with the bidder respondent, regardless of delays resulting from the uploading process.

Submit as a single file, in DOC, DOCX, PDF, or JPG format with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. PDF is preferred.

Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, TIF, or RTF. All of these formats can contain malicious code. The City will not accept ZIP files. Alternatively, you could convert these files to PDF.

For assistance on how to upload, contact MITN directly at (800) 835-4603.

As this ITB is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the ITB documents. In the event of conflict between a version of the ITB submitted by proposer, the version maintained by the City of Novi Purchasing Department shall govern.

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.

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. *Vendors/contractors are specifically directed not to contact any other City staff. Unauthorized contact of any City department employee may result in rejection of submittal.*

CHANGES TO THE BID/ADDENDA

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 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

To be considered, bids must be uploaded to the MITN website (www.mitn.info) on or before the specified time and date. There will be no exceptions to this requirement. The MITN website will not accept late bids. Faxed, emailed, or telephone bids are not acceptable.

Bids must be signed by an Authorized Representative of the submitting company on the enclosed form when one is provided. 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.

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.

INELIGIBILITY OF IRAN LINKED BUSINESS

Under 2012 PA 517, an Iran Linked Business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

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.

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.

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.

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

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. The Contractor will not be reimbursed for any anticipatory profits should the City exercise this option.

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.

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.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

FREIGHT CHARGES/SHIPPING/HANDLING

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

DOWN PAYMENTS OR PREPAYMENTS

Any bid submitted which requires a down payment or prepayment prior to delivery and full acceptance, as being in conformance with specifications, will not be considered for award. No payments will be made until work is performed/goods are received to the satisfaction of the authorized City representative.

INVOICING

Invoices may be mailed to: City of Novi, Attn: Finance Department, 45175 Ten Mile Road, Novi, MI 48375, OR emailed to: invoices@cityofnovi.org. *This email is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

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.

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.



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 will be done in one color. When embroidered, the logo may be done in one color or two colors. On occasion, the City may provide one or more items to have a logo embroidered on them.

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. A pre-paid return shipping label will be provided so samples can be returned.

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 Department 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	400 annually
Adult Softball	310 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.

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 is to be used for invoices and statements only and not for any other type of communication or sales. We are unable to respond to any inquiries from this email.*

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, or other address provided by the City). Championship shirts for sport teams & promotional items are sent directly to the coach, not the City. Freight should be factored into the "per item" price.

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 _____, whose address is _____, (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 4/15/2023 and end on 3/31/2024. 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.

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Article VIII: General Provisions.

- 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: Interim City Manager Victor Cardenas 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

SAMPLE AGREEMENT

between the parties, as having been entered into and consummated in the City of Novi, Oakland County, Michigan.

- 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.

- K. Anti-Discrimination. The Contractor shall not discriminate against any employee, or applicant for employment because of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status. 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.

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:
Its:



CITY OF NOVI
SPORT CLOTHING & APPAREL
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 bidder questions with answers.

QUESTIONS:

1. Do you know how many different logos would go on the items that you have listed, and the quantities involved for each logo.

A – The City of Novi logo would be standard on every shirt, and then mostly wording for whatever championship is won. Factoring in division champions who all get a shirt, and playoff teams who select a shirt, roughly 1200 a year.

Tracey Marzonie
Purchasing Department

Notice dated: March 17, 2023