

# CITY of NOVI CITY COUNCIL

## Agenda Item F September 10, 2012

**SUBJECT:** Approval to award bid to American Silkscreen for t-shirts and sports apparel for a one-year contract with two renewal options in one-year increments based on unit pricing, with an estimated annual cost of \$40,000.

**SUBMITTING DEPARTMENT:** Parks, Recreation and Cultural Services

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	Estimated annual \$40,000
<b>AMOUNT BUDGETED</b>	Approximately \$45,000
<b>LINE ITEM NUMBER</b>	Various recreation line items in 208-693, 208-695 and various 741 accounts

### BACKGROUND INFORMATION:

Parks, Recreation and Cultural Services (PRCS) purchases a variety of clothing and apparel throughout the year related to programs and staff, therefore a comprehensive bid was developed. The bid includes uniforms for youth participating in the sports leagues such as soccer, volleyball, basketball, and t-ball. T-shirts and sweatshirts are also purchased for various classes and theatre programs and given as awards to division and tournament winners in the adult softball leagues. Items related to programs are budgeted as a part of the expense for each program and 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) are also purchased on this contract.

After reviewing the four bids that were submitted and completing reference checks, staff is recommending American Silkscreen, the low bidder, for t-shirts and clothing apparel for one year with two renewal options in one-year increments.

Included are the original bid and bid tab sheet, along with the proposal of the lowest bidder.

**RECOMMENDED ACTION:** Approval to award bid to American Silkscreen for t-shirts and sports apparel for a one-year contract with two renewal options in one-year increments based on unit pricing, with an estimated annual cost of \$40,000.

	1	2	Y	N
<b>Mayor Gatt</b>				
<b>Mayor Pro Tem Staudt</b>				
<b>Council Member Casey</b>				
<b>Council Member Fischer</b>				

	1	2	Y	N
<b>Council Member Margolis</b>				
<b>Council Member Mutch</b>				
<b>Council Member Wrobel</b>				

Item	Description	American Silkscreen	Impressive Promotional	1st Class Silkscreening	Image Impressions
<b>SETUP/ARTWORK</b>					
1	Logo Setup/Artwork Dept/City	N/C	10.00	20.00	225.00
2	Logo Setup/Artwork Sponsor	10.00	10.00	20.00	225.00
<b>PRINTING COSTS</b>					
3	Numerals (1-2 per location)	0.65	1.50	1.50	2.45
4	1 color logo/1 location	0.60	0.50	1.50	0.77
5	2 color logo/1 location	1.25	1.00	2.25	0.88
6	1 color logo/2 location	1.20	1.00	3.00	0.92
7	2 color logo/2 location	2.50	1.50	4.50	1.03
8	"Coach", "Supervisor", "Staff"	0.50	0.50	1.00	0.77
<b>EMBROIDERY COSTS</b>					
9	Embroidered logo (each)	4.00	4.95	5.00	7.00
<b>FLAG FOOTBALL</b>					
10	Mesh Football Jersey	Augusta 283/284	Augusta 240/241	A4 N4139/nb4139	Holloway 229304
	Youth Small-Youth XL	10.67	11.95	14.00	18.00
	Adult Small - Adult XL	10.92	12.95	15.00	20.00
	Adult 2XL	12.42	13.95	17.00	22.00
	Adult 3XL	13.12	14.95	18.00	24.00
<b>BASKETBALL</b>					
11	Reversible Tank Jersey - poly	Augusta 136/137	Augusta 197/198	Badger 8529	Holloway 229503
	Youth Small-Youth XL	8.60	9.50	9.50	18.50
	Adult Small - Adult XL	9.74	10.50	11.50	20.50
	Adult 2XL	11.24	11.50	12.50	22.50
	Adult 3XL	12.35	12.50	13.50	24.50
<b>VOLLEYBALL</b>					
12	Volleyball shirt - poly	Augusta 1230/1231	Augusta 1230/1231	Augusta 525	Holloway 222253
	Youth Med-Youth XL	9.06	12.50	12.00	13.00
	Adult Small - Adult XL	10.34	13.50	12.00	15.00
	Adult 2XL	10.84	15.50	14.00	17.00
	Adult 3XL	NA	blank	15.00	19.00
<b>BASEBALL</b>					
13	Complete Uniform Package				
	Youth Small -Youth XL	20.67	27.95	28.00	77.00
	Adult Small - Adult XL	25.13	28.95	32.00	79.00
<b>FASTPITCH SOFTBALL (LADIES)</b>					
14	Complete Uniform Package				
	Youth Small-Youth XL	23.55	27.95	30.00	32.50
	Adult Small - Adult XL	24.75	28.95	35.00	34.50
<b>ADULT SOFTBALL/COACH/THEATRE/STAFF</b>					
15	T-Shirts, SS, 50/50 cotton/poly	Gildan G8000	Jerzees 29M/29B	Gildan 8000	Holloway 222458
	Youth Small - Youth XL	2.90	3.95	4.00	15.00
	Adult Small - Adult XL	2.90	3.95	4.50	17.00
	Adult 2XL	5.54	5.95	6.00	19.00
	Adult 3XL	5.59	6.95	7.50	21.00
	Adult 4XL	5.59	7.95	7.50	23.00
16	T-shirts, SS, Moisture Wicking	Augusta 790	Harriton M320	A4 N3142	Augusta 790
	Adult Small - Adult XL	6.82	9.95	7.00	11.70
	Adult 2XL	8.22	10.95	9.00	13.70
	Adult 3XL	9.12	11.95	10.00	14.70
	Adult 4XL	10.12	12.95	11.00	14.70
17	T-shirts, LS, 50/50 cotton/poly	Gildan G8400	Jerzees 29L	Gildan 8400	Harriton 320L
	Adult Small - Adult XL	5.42	6.95	7.50	15.98
	Adult 2XL	6.92	8.95	9.00	17.98
	Adult 3XL	6.92	9.95	9.00	19.98
	Adult 4XL	6.92	10.95	10.50	19.98
18	Polo Shirt, SS, 50/50	Gildan 8800	Hanes 054	Gildan 8800	Hanes 54P
	Adult Small - Adult XL	5.84	7.50	9.00	12.58

## CITY OF NOVI - T-SHIRTS SPORTS APPAREL BID TAB

BID DUE 8/28/12

Item	Description	American Silkscreen	Impressive Promotional	1st Class Silkscreening	Image Impressions
	Adult 2XL	8.44	9.50	12.00	14.58
	Adult 3XL	8.64	10.50	14.00	16.58
	Adult 4XL	8.64	11.50	15.00	18.58
19	Wind Shirt	Port JST72	Harriton M720	Badger 7601	Badger 7602
	Adult Small - Adult XL	12.49	15.95	24.00	36.90
	Adult 2XL	14.49	16.95	26.50	38.90
	Adult 3XL	15.49	17.95	29.00	10.90
	Adult 4XL	16.49	18.95	31.00	40.90
20	Polo Shirt, wicking	Harriton M315	Harriton M315	blank	Harriton M315 & M315W
	Adult Small - Adult XL	12.49	15.95	blank	19.98
	Adult 2XL	13.49	16.95	16.00	21.28
	Adult 3XL	15.49	17.95	18.00	23.28
	Adult 4XL	16.49	18.95	20.00	23.28
21	Baseball Cap	Augusta 6202	Harriton M800	Anvil 136	Flexfit 6210T
	Each	2.40	3.50	5.00	11.20
22	T-shirts, SS, Hanes 5170				
	Adult Small - Adult XL	3.32	3.95	4.75	3.32
	Adult 2XL	5.42	5.95	5.75	5.70
	Adult 3XL	5.42	6.95	6.75	5.82
	Adult 4XL	5.46	7.95	7.75	5.82
23	T-shirts, SS, Hanes Cool Dri 4820				
	Adult Small - Adult XL	6.77	7.95	7.50	10.82
	Adult 2XL	9.37	9.95	8.50	12.82
	Adult 3XL	9.37	10.95	9.50	13.82
	Adult 4XL	9.37	blank	10.50	13.82
24	Polo Shirt - Holloway 222423				
	Adult Small - Adult XL	20.67	25.00	20.00	31.00
	Adult 2XL	22.67	26.00	22.00	33.00
	Adult 3XL	24.17	27.00	23.50	35.00
	Adult 4XL	25.67	28.00	25.00	37.00
25	Sweatshirt - Gildan 18000				
	Adult Small - Adult XL	7.12	8.50	8.50	16.40
	Adult 2XL	9.32	10.50	9.50	18.40
	Adult 3XL	9.32	11.50	10.50	19.40
	Adult 4XL	9.52	12.50	11.50	19.40
26	Sweatshirt - FOL 82300				
	Adult Small - Adult XL	11.50	15.50	12.00	18.40
	Adult 2XL	14.03	17.50	13.00	20.40
	Adult 3XL	15.07	18.50	14.00	21.40
27	Sweatshirt - Jerzees 4662M				
	Adult 4XL	12.64	18.50	13.00	13.38
28	Hoodie - Hanes F170				
	Adult Small - Adult XL	17.72	22.50	17.50	30.38
	Adult 2XL	21.22	25.50	18.50	32.38
	Adult 3XL	21.83	26.50	19.50	33.38
29	Zip Hoodie - FOL 82230R				
	Adult Small - Adult XL	19.22	24.50	19.50	29.93
	Adult 2XL	22.12	27.50	21.50	31.93
	Adult 3XL	22.75	28.50	22.50	32.93
30	Zip Hoodie - PC90ZH				
	Adult 4XL	23.23	29.95	25.00	32.48
31	Parka - Ash City 88007				
	Adult Small - Adult XL	89.90	89.95	150.00	141.90
	Adult 2XL	91.90	94.95	155.00	149*
	Adult 3XL	92.90	99.95	160.00	151.84
	Delivery	10 business days	10 working days	7 business days	7 business days

## CONTRACT FOR T-SHIRTS AND SPORTS 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 W. Ten Mile, Novi, Michigan 48375, (hereinafter referred to as "Client"), and American Silkscreen, whose address is 24601 Hallwood Ct., Farmington Hills, MI 48335, (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 September 13, 2012 and end on September 12, 2013. 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 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.

- 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.**

- 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. Dispute Resolution/Arbitration. The parties agree that any disputes regarding a claimed violation of this agreement shall first be submitted in writing to the other party in an attempt to settle the matter before pursuing other legal actions or notices provided for in this agreement. Such written communication shall clearly state the problem or concern, allow sufficient time for a written response from the other party, and culminate in a face-to-face meeting to determine if a remedial action is possible. In no event shall this process take more than thirty (30) days, unless a specific extended period of time is agreed to by both parties in writing as being necessary. The aforementioned initial written communications between the parties also shall indicate whether the party is willing to submit the dispute to binding arbitration, non-binding mediation or other form of alternate dispute resolution, and share equally the costs for same. Upon the parties agreeing to any such method of dispute resolution and a timetable for doing so, pursuit of other legal actions shall be deferred until the process has been completed. In any binding arbitration, the arbitrator shall provide a written statement of the reasons and basis for an award or decision, a judgment of the Oakland County Circuit Court may be entered based on the arbitration award or decision, and each party shall be responsible for their own costs and attorney fees.
- F. 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.
- G. 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 Clay J. Pearson and City Clerk Maryanne Cornelius  
Contractor: Todd Lamb, vice President
- H. Changes. Any changes in the provisions of this Contract must be in writing and signed by the Client and Contractor.

- I. 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.
- J. 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.
- K. 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: Maryanne Cornelius  
Its: Clerk

American Silkscreen

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
By: Todd Lamb  
Its: Vice President





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>
<b><u>Setup/Artwork</u></b>	
1. Logo Setup/Artwork Fee (City/Department logo)	\$ <u>N/C</u>
2. Logo Setup/Artwork Fee (Sponsor logo)	\$ <u>10<sup>00</sup></u>
<b><u>Printing costs</u></b>	
3. Numerals on back of shirt (1-2 per location)	\$ <u>.65</u> PER LOCATION
4. 1 color logo/1 location	\$ <u>.60</u> PER SHIRT/ITEM
5. 2 color logo/1 location	\$ <u>1.25</u> PER SHIRT/ITEM
6. 1 color logo/2 locations	\$ <u>1.20</u> PER SHIRT
7. 2 color logo/2 locations	\$ <u>2.50</u> PER SHIRT
8. "Supervisor", "Staff" or "Coach" on back of shirt	\$ <u>.50</u> PER SHIRT
<b><u>Embroidery Costs</u></b>	
9. Embroidered logo/1 location (7,250 stitches)	\$ <u>40<sup>00</sup></u> PER LOGO

**FLAG FOOTBALL**

10. Mesh Football Jersey

Brand & Style number Augusta 283/284

Youth Small – Youth XL	\$ <u>10<sup>67</sup></u> EA
Adult Small – Adult XL	\$ <u>10<sup>92</sup></u> EA
Adult 2XL	\$ <u>12<sup>42</sup></u> EA
Adult 3XL	\$ <u>13<sup>12</sup></u> EA

**BASKETBALL**

11. Reversible Jersey, tank style (100% polyester mesh)

Brand & Style number Augusta 136/137

Youth Small – Youth XL	\$ <u>8<sup>60</sup></u> EA
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Adult Small – Adult XL	\$ <u>974</u> EA
Adult 2XL	\$ <u>1124</u> EA
Adult 3XL	\$ <u>1235</u> EA

**VOLLEYBALL, Ladies' only**

**12. Sleeveless Volleyball shirt** (lay-down collar, V-neck, moisture wicking polyester mesh)

Brand & Style number Augusta 1230/1231

Youth Med – Youth XL	\$ <u>906</u> EA
Adult Small – Adult XL	\$ <u>1034</u> EA
Adult 2XL	\$ <u>1084</u> EA
Adult 3XL	\$ <u>NA</u> EA

**BASEBALL**

**13. Complete Uniform Package** (2 button 50/50 cotton/poly henley, long white pants with elastic waist, socks, cap)

Youth S – Youth XL	\$ <u>2067</u> EA
Adult Small – Adult XL	\$ <u>2513</u> EA

**FASTPITCH SOFTBALL, Ladies' only**

**14. Complete Uniform package** (sleeveless polyester shiny "dazzle" jersey and shorts, socks, visor)

Youth Small – Youth XL	\$ <u>2355</u> EA
Adult Small – Adult XL	\$ <u>2475</u> EA

**ADULT SOFTBALL / COACH APPAREL / THEATRE / STAFF**

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

Brand & Style number Gildan 68000

Youth Small – Youth XL	\$ <u>290</u> EA
Adult Small – Adult XL	\$ <u>290</u> EA
Adult 2XL	\$ <u>554</u> EA
Adult 3XL	\$ <u>559</u> EA
Adult 4XL	\$ <u>559</u> EA

**16. Tees – short sleeve, Moisture Wicking (100% polyester)**

Brand & Style number	<u>Augusta 790</u>	
Adult Small – Adult XL		\$ <u>6<sup>82</sup></u> EA
Adult 2XL		\$ <u>8<sup>22</sup></u> EA
Adult 3XL		\$ <u>9<sup>12</sup></u> EA
Adult 4XL		\$ <u>10<sup>12</sup></u> EA

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

Brand & Style number	<u>68400 Gildan</u>	
Adult Small – Adult XL		\$ <u>5<sup>42</sup></u> EA
Adult 2XL		\$ <u>6<sup>95</sup></u> EA
Adult 3XL		\$ <u>6<sup>92</sup></u> EA
Adult 4XL		\$ <u>6<sup>92</sup></u> EA

**18. Polo Shirt – short sleeve (50/50 cotton/poly)**

Brand & Style number	<u>Gildan 8860</u>	
Adult Small – Adult XL		\$ <u>5<sup>84</sup></u> EA
Adult 2XL		\$ <u>8<sup>44</sup></u> EA
Adult 3XL		\$ <u>8<sup>64</sup></u> EA
Adult 4XL		\$ <u>8<sup>64</sup></u> EA

**19. Wind Shirt, long sleeve, unlined, V-neck**

Brand & Style number	<u>PORT JST 72</u>	
Adult Small – Adult XL		\$ <u>12<sup>49</sup></u> EA
Adult 2XL		\$ <u>14<sup>49</sup></u> EA
Adult 3XL		\$ <u>15<sup>49</sup></u> EA
Adult 4XL		\$ <u>16<sup>49</sup></u> EA

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

Brand & Style numbers	<u>Herinton M315</u>	
Adult Small – Adult XL		\$ <u>12<sup>49</sup></u> EA

Adult 2XL		\$ <u>1349</u> EA
Adult 3XL		\$ <u>1549</u> EA
Adult 4XL		\$ <u>1649</u> EA

21. **Baseball cap**  
Brand & Style number Augusta 6202 \$ 240 EA

22. **T-shirt, Short Sleeve - Hanes 50/50 Heavyweight #5170**

Adult Small - Adult XL	<u>332</u>	\$ <u>637</u> EA
Adult 2XL	<u>542</u>	\$ <u>890</u> EA
Adult 3XL	<u>542</u>	\$ <u>890</u> EA
Adult 4XL	<u>542</u>	\$ <u>109</u> EA

23. **T-shirt, Short Sleeve - Hanes Cool Dri #4820 (100% poly)**

Adult Small - Adult XL		\$ <u>677</u> EA
Adult 2XL		\$ <u>937</u> EA
Adult 3XL		\$ <u>937</u> EA
Adult 4XL		\$ <u>937</u> EA

24. **Polo Shirt - Short Sleeve - Holloway #222423 Dry-Excel**

Adult Small - Adult XL		\$ <u>2067</u> EA
Adult 2XL		\$ <u>2267</u> EA
Adult 3XL		\$ <u>2467</u> EA
Adult 4XL		\$ <u>2567</u> EA

25. **Crew Neck Sweatshirt - Gildan 18000**

Adult Small - Adult XL		\$ <u>712</u> EA
Adult 2XL		\$ <u>932</u> EA
Adult 3XL		\$ <u>932</u> EA
Adult 4XL		\$ <u>932</u> EA

26. **Crew Neck Sweatshirt - Fruit of the Loom #82300**

Adult Small - Adult XL		\$ <u>1150</u> EA
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Adult 2XL

\$ 1403 EA

Adult 3XL

\$ 1507 EA

**27. Crew Neck Sweatshirt – Jerzees #4662M**

Adult 4XL

\$ 1264 EA

**28. Hoodie Pullover Sweatshirt – Hanes F170**

Adult Small – Adult XL

\$ 1772 EA

Adult 2XL

\$ 2122 EA

Adult 3XL

\$ 2183 EA

**29. Full Zip Hooded Sweatshirt – Fruit of the Loom #82230R**

Adult Small – Adult XL

\$ 1922 EA

Adult 2XL

\$ 2212 EA

Adult 3XL

\$ 2275 EA

**30. Full Zip Hooded Sweatshirt – Port & Company PC90ZH**

Adult 4XL

\$ 2323 EA

**31. Parka - Ash City 88007 Men's 3-in-1 with Dobby Trim**

Adult Small – Adult XL

\$ 8990 EA

Adult 2XL

\$ 9190 EA

Adult 3XL

\$ 9290 EA

DELIVERY DATE 10 Business Days days after receipt of purchase order

Comments/Exceptions: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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We acknowledge the following addendums \_\_\_\_\_

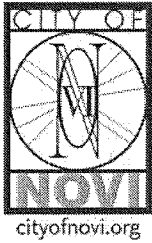
References: Please provide at least three (3) current references for which you provide a similar scope of service:

Company Premiums Plus More  
Address 8901 Whitaker Rd Ypsilanti MI 48197  
Phone 734-482-3222 Contact name John Shook

Company Venture Graphics  
Address 47757 West Rd Wixom MI 48393  
Phone 248-449-1787 Contact name RAY KALLOSIS  
1105

Company Dominos Pizza E+S  
Address 39000 Plymouth Rd Livonia MI 4  
Phone 734-853-1304 Contact name Scott Seene

Company (Legal Registration) American Silkscreen  
Address 24601 Hollywood Ct  
City Farmington Hills State MI Zip 48335  
Telephone 248-474-1000 Fax 248-477-0440  
Representative's Name (please print) Todd Lamb  
Representative's Title V.P.  
Representative's Signature   
E-mail Amer.silk@aol.com  
Date 8-27-12



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

**T-SHIRTS & SPORTS APPAREL**

The City of Novi will receive sealed bids for **T-Shirts & Sports Apparel** according to the specifications of the City of Novi.

Sealed bids will be received until **11:00 A.M.**, prevailing Eastern Time, **Tuesday, August 28, 2012** at which time bids will be opened and read. Bids shall be addressed as follows and delivered to:

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

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

**"T-SHIRTS & SPORTS APPAREL BID"**

AND MUST BEAR THE NAME OF THE BIDDER.

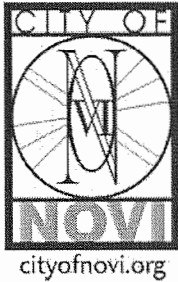
The City reserves the right to accept any or all alternative bids and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the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

Sue Morianti  
Purchasing Manager

Notice Dated: August 9, 2012

**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](http://www.mitn.info) and obtain an official copy.



**CITY OF NOVI**  
**T-SHIRTS & SPORTS APPAREL**  
**INSTRUCTIONS TO BIDDERS**

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

**IMPORTANT DATES**

Bid Issue Date	August 9, 2012
Last Date for Questions	Monday, August 20, 2012 by 12:00 P.M. Please submit all questions via email to: Sue Morianti, Purchasing Manager smorianti@cityofnovi.org
<b>Response Due Date</b>	<b>Tuesday, August 28, 2012 by 11:00 A.M.</b>

**QUESTIONS**

Please email all questions to the person listed above. Please put the name of the Bid/RFP in the subject line. If you put anything else in the subject line, your email may be deleted as spam.

**BID SUBMITTALS**

An **UNBOUND COMPLETED ORIGINAL and Three (3) copies** of each bid must be submitted. 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.

Bid Submittals to include:

- Proposal Form
- Copies of catalog pages for items included in bid (Black & white copies)

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

**CHANGES TO THE BID/ADDENDUM**

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at [www.mitn.info](http://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.

**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](http://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. Such approval shall not constitute a basis for privity between the City and any subcontractor. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Novi for such acts or omissions.

**NON-DISCRIMINATION**

In the hiring of employees for the performance of work described in this ITB and subsequent contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

**ACCEPTANCE OF BID CONTENT**

Should a contract ensue, the contents of the bid of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

**DISCLOSURE**

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this ITB is available without redaction to any individual or organization upon request.

**ECONOMY OF PREPARATION**

Bids should be prepared simply and economically, providing a straightforward and concise description of the bidder's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

**INDEPENDENT PRICE DETERMINATION**

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

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

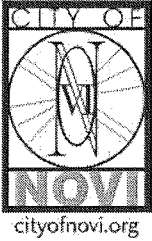
(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI  
T-SHIRTS & SPORT APPAREL  
SPECIFICATIONS

**OVERVIEW**

The City is seeking a single company to provide T-shirts and other sports 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 & services. 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.

Invoices are to be mailed to: City of Novi, Attention Finance Department, 45175 W. Ten Mile Rd., Novi, MI 48375. Invoices must include the three (3) digit department code provided by the person placing the order and the purchase order number (when required).

The City requires a packing list with all delivered items.

**BID SUBMITTALS/PRICING**

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

Please provide copies of the catalog page for each item you have included in your bid. Black & white copies are sufficient. You do not need to include catalog pages for the items for which the City has specified a brand name (i.e. Ash City Parka, Holloway, Hanes, etc).

**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 in 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>
Flag Football	100 (Fall)
Basketball	600 (450 Fall/150 Winter)
Volleyball	150 (Winter)
Baseball	400
Fastpitch Softball	200
Coach Apparel	250 annually
Adult Softball	280 annually
Theatre shirts	200 annually
Staff shirts/sweatshirts	400 annually

**DELIVERY**

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.

**CITY LOGO**

If silkscreened, the logo will be done in one color. If embroidered, the logo may be done in one color or two colors (blue/gold, white/gold).

**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 bid is awarded.

**CATALOGS**

Within 2 weeks after contract award, the successful bidder will provide three (3) sets of current catalogs showing items that were bid. Catalogs shall be delivered to the Purchasing Manager.

**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).