



CITY of NOVI CITY COUNCIL

**Agenda Item
September 12, 2022**

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

SUBMITTING DEPARTMENT: Parks, Recreation & Cultural Services

CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 45,000 estimated
AMOUNT BUDGETED	\$ 20,000 youth basketball \$ 4,500 youth volleyball \$ 4,500 youth baseball/softball \$ 20,000 youth soccer \$ 1,000 youth floor hockey \$ 50,000
APPROPRIATION REQUIRED	\$ 0
LINE ITEM NUMBER	208-693.00-960.006 youth basketball 208-693.00-960.009 youth volleyball 208-693.00-960.003 youth baseball/softball 208-693.00-960.010 youth soccer 208-693.00-960.325 youth floor hockey

BACKGROUND INFORMATION:

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

After reviewing the lone bid submitted, PRCS recommends awarding the contract to Challenger Teamwear. Challenger has been the provider of PRCS soccer, basketball, volleyball, and baseball/softball uniforms since 2015. Bids required companies to provide an all-inclusive price, which included shipping. Challenger provided an all-inclusive price per our specifications, has shown they can meet delivery times, and is able to provide an online store per our specifications.

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



NOTICE - CITY OF NOVI
INVITATION TO BID
SPORTS UNIFORMS

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

Bids will be received until **11:00 A.M.** prevailing Eastern Time, **Tuesday, August 30, 2022** at which time bids will be opened and read.

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

CITY OF NOVI
FINANCE DEPARTMENT
45175 Ten Mile Rd.
Novi, MI 48375-3024

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

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

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

Tracey Marzonie
Purchasing Department

Notice Dated: August 15, 2022



cityofnovi.org

CITY OF NOVI
SPORTS UNIFORMS

INSTRUCTIONS TO BIDDERS

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

IMPORTANT DATES

Bid Issue Date	August 15, 2022
Last Date for Questions	Tuesday, August 23, 2022 by 12:00 P.M. ET Please submit all questions via email to: Tracey Marzonie, Purchasing Department tmarzonie@cityofnovi.org
Response Due Date	Tuesday, August 30, 2022 by 11:00 A.M ET Deliver to: City of Novi Attn: Finance Department 45175 Ten Mile Road Novi, MI 48375

QUESTIONS

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

BID SUBMITTALS

Provide **one (1)** hard copy of your bid. Bid may be clipped but should not be stapled or bound. No other distribution of the bids will be made by the Contractor. Bids must be signed by an official authorized to bind the Contractor to its provisions.

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

CHANGES TO THE BID/ADDENDUM

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

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be emailed to the same firms who were solicited for bids. Any addendum issued by the City shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its

bid. Only written addenda is binding. Receipt of all addenda must be acknowledged on bid form.

SUBMISSION OF BID

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

To be considered, mailed bids and emailed bids must arrive to the designated department or person on or before the specified time and date. There will be no exceptions to this requirement. Contractors mailing bids should allow ample time to ensure the timely delivery of their bid. Bids received after the closing date and time will not be accepted or considered. Faxed or telephone bids are not acceptable. The City of Novi shall not be held responsible for lost or misdirected bids. The City reserves the right to postpone a bid opening for its own convenience.

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

A bid may be withdrawn by giving written notice to the Purchasing Manager before the stated due date/closing time. After the stated closing time, the bid may not be withdrawn or canceled for a period of One Hundred and Twenty (120) days from closing time. Bidders are expected to examine all specifications and instructions. Failure to do so will be at the bidder's risk.

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

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

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Novi upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

CONSIDERATION OF BIDS

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

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

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

RESPONSIVE BIDS

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

EXCEPTIONS

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

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, quality of product, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract. The City reserves the right to accept any or all alternative bids and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

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

VENDOR DISQUALIFICATION

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

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

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

2. Vendors who are listed on the Excluded Parties List System at www.sam.gov

GENERAL CONDITIONS

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.

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.

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.

SAMPLES

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

INDEPENDENT PRICE DETERMINATION

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

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

Each person signing the bid certifies that:

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

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



CITY OF NOVI
SPORTS UNIFORMS
SPECIFICATIONS

OVERVIEW

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

TYPE OF CONTRACT

If a contract is executed as a result of the bid, it stipulates a fixed price for products. The contract period will be for one (1) year. Upon mutual consent of the City of Novi and the successful bidder, the contract may be renewed two (2) times in one (1) year increments at the same terms and conditions of the original contract.

GENERAL INFORMATION

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

The City requires a packing list with all delivered items.

BID SUBMITTALS/PRICING

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

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

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

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

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

EVALUATION OF BIDS

The contract will be awarded to that responsible, responsive bidder whose bid, conforming to this solicitation, will be most advantageous to the city of Novi. Quality of product, price, previous experience with vendor/contractor, delivery, and other factors will be considered in the evaluation process and award of contract.

TAX EXEMPTION

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

FREIGHT CHARGES

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

ESTIMATED QUANTITIES

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

	<u>Estimated quantity</u>
Basketball	700 (300 Fall/400 Winter)
Volleyball	150 (100 Fall, 50 Winter)
Baseball/Softball	150
Soccer	1400 (Would start 2023-24)
Floor Hockey	50

DELIVERY

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

INVOICING

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

CITY LOGO

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

SAMPLES

Samples may be requested by the City of Novi during bid evaluation. Failure to submit requested samples may result in rejection of your bid. There will be no charge to the City for samples. If vendor wants samples returned, they must be clearly marked when delivered and vendor must pick them up within 2 weeks after the award is made.

CATALOGS/PRICING

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

CONTRACT FOR SPORTS UNIFORMS

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 Challenger teamwear whose address is 8263 Flint St, Lenexa, KS, 66214, (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 the date of the last signature. Initial contract period is one year. Upon mutual consent of the Client and the Contractor, the contract may be renewed two (2) additional years in one (1) year increments.

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.

- 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.

SAMPLE AGREEMENT

- 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.
- 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

SAMPLE AGREEMENT

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"

Tim Travers

Date: 08/24/2022



By: Challenger Teamwear
Its: Regional Director

(Schedule A will consist of bidder's proposal and this ITB document)

4. GIRLS COACH PITCH SOFTBALL, Ladies' only

Uniform w/Visor (sleeveless polyester shiny "dazzle" jersey, visor)

Example of brand & style number meeting specifications

Montana Jersey ladies cut + Visor

Youth Small – Youth XL \$12.80 + \$8.35 % off catalog price
Adult Small – Adult XL \$12.80 + \$8.35 % off catalog price

5. SOCCER

Lightning Soccer x2 (Home and Away) – Custom Jerseys, shorts, and socks

Example of brand & style number meeting specifications

Complete Custom Jerseys + Dakota and premier socks

Youth Small – Youth XL \$51.50 % off catalog price
Adult Small – Adult XL ↓ % off catalog price

U9-U19 Thunder Soccer X2 (Home and Away) – Standard Jersey, shorts, and socks

Example of brand & style number meeting specifications

Pima Jersey, Dakota short, premier sock

Youth Small – Youth XL \$28.35 % off catalog price
Adult Small – Adult XL ↓ % off catalog price

U5-U8 Thunder Soccer – Standard Jersey, shorts, and socks

Example of brand & style number meeting specifications

Youth Small – Youth XL \$19 % off catalog price
Adult Small – Adult XL ↓ % off catalog price

Would you be willing to host an online store for parents to purchase jerseys and other items? Yes, already set up

Tiny Tykes Soccer x1

Reversible short sleeve

Flux Jersey

Youth Small – Youth XL \$17.60 % off catalog price

6. **FLOOR HOCKEY**

Reversible Short Sleeve

Flux Jersey

Youth Small – Youth XL \$17.60 % off catalog price

Adult Small – Adult XL ↓ % off catalog price

**REQUIRED DELIVERY DATES: 10 business days maximum after receipt of original orders
7 business days maximum for re-orders**

Did you include a detailed description of your ordering/delivery process as indicated in the Bid Submittals section of the specifications?

Yes ✓ No _____

We acknowledge the following addendums _____

Comments/Exceptions: _____

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

Company Novi City Parks + Rec
Address 45175 W 10 mile Rd, Novi, MI, 48375
Phone 248 347 0400 Contact name Greg Morris

Company Brighton Community Education
Address 125 S Church St, Brighton, MI, 48116
Phone 810 299 4130 Contact name Ken Grybel

Company First Baptist Athletics
Address 8600 N College Avenue, Indianapolis, IN, 46240
Phone 317 844 3559 Contact name Steve Carr

NON-IRAN LINKED BUSINESS

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

THIS BID SUBMITTED BY:

Company (Legal Registration) Challenger Teamwear


Address 8263 Flint St

City Lenexa State KS Zip 66214

Telephone 219 616 6553 Fax _____

Representative's Name TIM Travers

Representative's Title Regional Director

Authorized Signature 

E-mail ttravers@challengerteamwear.com

Date 08/24/2022



**CITY OF NOVI
PROPOSAL FORM
SPORTS UNIFORMS**

We, the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof:

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

* All prices also
Printed and attached

Example of brand & style number meeting specifications

Rocket Sleeveless Reversible

Youth Small – Youth XL	↑	\$15.20	% off catalog price
Adult Small – Adult XL		\$15.20	% off catalog price
Adult 2XL	\$21.40	\$15.20	% off catalog price
Adult 3XL	↓	\$15.20	% off catalog price

2. VOLLEYBALL, Ladies' only
Sleeveless Volleyball shirt (lay-down collar, V-neck, moisture wicking polyester mesh)

Example of brand & style number meeting specifications

Calamity Jersey

Youth Med – Youth XL		\$13.20	% off catalog price
Adult Small – Adult XL		↓	% off catalog price
Adult 2XL		↓	% off catalog price

3. BASEBALL
Uniform w/Cap (2 button 50/50 cotton/poly henley, cap)

Example of brand & style number meeting specifications

Mustang Jerseys / Adjustable Cotton Caps

Youth S – Youth XL	\$12.70 + \$10.35	% off catalog price
Adult Small – Adult XL	↓	% off catalog price

CHALLENGER

TEAMWEAR™

August 24th, 2022

To whoever it may concern,

Listed below are a few uniform options available to;

Basketball

- Rocket Reversible - \$21.40

All prices include printing (Both sides - center chest logo, back above number logo, number on back)

Volleyball

- Calamity Jersey - \$13.20

All prices include printing (center chest logo, back above number logo, number on back)

Baseball

- Mustang Jersey - \$12.70

All prices include printing (left chest logo, back above number logo, number on back)

- Adjustable Cotton Twill Baseball Cap - \$10.35

Price includes Novi logo

Softball

- Montana Jersey - \$12.80

All prices include printing (left chest logo, back above number logo, number on back)

- Cotton twill visor - \$8.35

Soccer

- Lightning Set - Custom set: home and away jerseys, shorts and socks Youth and Adult \$51.50

- U9-U19 Thunder - home and away jerseys, shorts and socks - Youth & Adult \$28.35

- U5-U8 Thunder - one jersey, shorts and socks - Youth and Adult \$19

- Tiny Tikes Program - One reversible jersey - \$17.60 Flux

All prices include printing (left chest logo, back above number logo)

Lightning - Custom set

Thunder U9 - U19 - Pima jersey Cobalt and Charcoal

Thunder U5 - U8 - Pima jersey - Various colors

Tiny Tikes - Flux jersey

In addition to the great prices, quality uniforms and gifts I want to list additional advantages of working with Challenger:

- 3 week turnaround time on main orders
- 5-7 business days for Add on orders
- Free shipping on Fall and Spring Main orders for soccer
- \$500 on Challenger Teamwear equipment at team pricing
- Sizing samples – Complementary sizing samples for registration.

- Comfort – all our uniforms come tag – less and with stitching hidden in the neck line for additional comfort.
- On line ordering – we keep you in the loop all along the ordering process – with e-mail confirmation of the order, e-mail tracking of the order and you can order 24 hours a day!
- Access to Challenger Sports resources – British Soccer Camps, Tetra Brazil Camps, Year round coaching, Tours, Tournaments.

I look forward to speaking with you to discuss our proposal but should you have any immediate questions please do not hesitate to contact me at: Tel: 219-616-6553 or email: ttravers@challengerteamwear.com.

Sincerely,
Tim Travers
Regional Director
Challenger Teamwear

EXPECTED

27/22

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PRIORITY MAIL



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ORDER FREE SUPPLIES ONLINE

FROM:

Challenger Teamwear attn: Tim Travers
1117 Emerald Drive
Naperville, IL, 60540

TO: City of Novi
Finance Department
45175 Ten Mile Rd
Novi, MI
48375-3024

- Expected delivery date specified for domestic use.
- Most domestic shipments include up to \$50 of insurance (restrictions apply).*
- USPS Tracking® included for domestic and many international destinations.
- Limited international insurance.**
- When used internationally, a customs declaration form is required.

*Insurance does not cover certain items. For details regarding claims exclusions see the Domestic Mail Manual at <http://pe.usps.com>.
** See International Mail Manual at <http://pe.usps.com> for availability and limitations of coverage.

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AUG 29 2022

CITY OF HOV
FINANCE

1:44

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