

City of South Daytona

Office of the City Manager / Department of Public Works

Post Office Box 214960 • South Daytona, FL 32121-4960 • 386/322-3080 • FAX 386/322-3090



MEMORANDUM

AGENDA ITEM

C12 DATE 2/9/2021

To: James L. Gillis Jr., City Manager

From: Brian Peek, Public Works Director *BP*

Re: Request for Approval of Entering an Agreement with Cubco Inc. as the Winning Bidder of RFP#21-002 Uniform Apparel Bid

Date: February 1, 2021

Due to the number of employees in Public Works, the cost of uniform acquisition for the department typically exceeds the threshold for a single quote. The procurement of uniforms within the Public Works Department was handled by formal bid to comply with the City's Purchasing Ordinance

Two entities submitted bid documents for the opening at 10:00 AM, January 26, 2021. Sixteen items were specified on the bid allowing for variations in manufacturers, but compliance to the weight and material were necessary. The bulk of the score was earned by each item's ranking from least expensive to most expensive, providing higher points for lower costs. This tally was combined with points provided by compliance to the weight and material of each item and the company's location. After totaling the earned points for each company, the following tabulation was found:

Company Name	Ranked Score
Cubco Inc.	92
Express Press	86

Both companies scored identical on the weight and material compliance. The primary difference was in the cost of each item, and these cost sheets are attached (Appendix A) for your review. With Cubco as the winning bidder, they were notified the contract would be taken to Council for request of approval on February 9, 2021.

The agreement, attached as Appendix B, has a term of four (4) years with two optional extensions of two (2) years each. However, the agreement may be terminated by either party at any time regardless of reason.

With the details above, staff recommends approval of this agreement.

APPENDIX A

BID TABULATION

CONTRACT UNIT PRICES

List the type of attire to be made available to the City along with its per unit cost. Specifications to be included in Appendix D.

Attire Type	Comparable Preference*	Item Make and Model Offered	Cost	
Button Down Long Sleeve*	Red Kap SP14	SAME	\$ 16 ³⁵	/unit
Button Down Short Sleeve*	Red Kap SP24		\$ 15 ⁷⁵	/unit
"Dry-Fit" Type T-Shirt*	Port & Co. PC380		\$ 7 ⁹⁰	/unit
Cotton T-Shirt ¹	PC54 ¹ (POCKET)		\$ 8 ⁴⁰	/unit
"Dry-Fit" Style Polo*	Sport-Tek ST640		\$ 12 ⁷⁵	/unit
Work Pants	Red Kap PT88		\$ 24 ⁵⁰	/unit
Cargo Pants	Red Kap PT20		\$ 17 ⁵⁰	/unit
Work Shorts	Red Kap PT26		\$ 17 ⁵⁰	/unit
Cargo Shorts	Red Kap PT66		\$ 21 ⁷⁵	/unit
Ball Cap Style Hat*	Sport-Tek STC38		\$ 9 ⁴⁰	/unit
Shade Hat	Port Authority C920		\$ 14 ⁷⁵	/unit
Raincoat*	Port Authority J7710		\$ 37 ⁸⁰	/unit
Cool Weather Jacket*	Red Kap CSTJ22		\$ 35 ⁹⁰	/unit
Short Sleeve Safety Shirt ¹	Cornerstone CS408		\$ 18 ²⁵	/unit
Long Sleeve Safety Shirt ¹	Cornerstone CS409		\$ 20 ²⁵	/unit
Safety Vest	Cornerstone CSV405		\$ 14 ⁷⁵	/unit
<p>* Includes embroidery of City Seal and Department on left breast (or center for headwear)</p> <p>¹ Will only require a screen-printed City Seal over left breast</p> <p>* A comparable make and model must be of the same material and weight</p>				

Express Press

CONTRACT UNIT PRICES

List the type of attire to be made available to the City along with its per unit cost. Specifications to be included in Appendix D.

Attire Type	Comparable Preference*	Item Make and Model Offered	Cost	
Button Down Long Sleeve*	Red Kap SP14	Red Kap SP14	\$ 22.20	/unit
Button Down Short Sleeve*	Red Kap SP24	Red Kap SP24	\$ 19.32	/unit
"Dry-Fit" Type T-Shirt*	Port & Co. PC380	Port & Co. PC380	\$ 9.45	/unit
Cotton T-Shirt ¹		Gildan 2000	\$ 3.77	/unit
"Dry-Fit" Style Polo*	Sport-Tek ST640	Sport-Tek ST640	\$ 13.01	/unit
Work Pants	Red Kap PT88	Red Kap PT88	\$ 29.39	/unit
Cargo Pants	Red Kap PT20	Red Kap PT20	\$ 18.39	/unit
Work Shorts	Red Kap PT26	Red Kap PT26	\$ 19.00	/unit
Cargo Shorts	Red Kap PT66	Red Kap PT66	\$ 24.70	/unit
Ball Cap Style Hat*	Sport-Tek STC38	Sport-Tek STC38	\$ 10.50	/unit
Shade Hat	Port Authority C920	Port Authority C920	\$ 11.65	/unit
Raincoat*	Port Authority J7710	Port Authority J7710	\$ 35.18	/unit
Cool Weather Jacket*	Red Kap CSTJ22	Red Kap CSTJ22	\$ 36.33	/unit
Short Sleeve Safety Shirt ¹	Cornerstone CS408	Cornerstone CS408	\$ 14.39	/unit
Long Sleeve Safety Shirt ¹	Cornerstone CS409	Cornerstone CS409	\$ 16.89	/unit
Safety Vest	Cornerstone CSV405	Cornerstone CSV405	\$ 11.94	/unit
* Includes embroidery of City Seal and Department on left breast (or center for headwear) ¹ Will only require a screen-printed City Seal over left breast * A comparable make and model must be of the same material and weight				

APPENDIX B

CUBCO AGREEMENT

**AGREEMENT FOR THE PROVISION OF UNIFORM APPAREL
TO THE CITY OF SOUTH DAYTONA**

THIS AGREEMENT is entered into this 9th day of February, 2021 by and between the City of South Daytona, a municipal corporation duly incorporated pursuant to the laws of the State of Florida, with administrative offices at 1672 South Ridgewood Avenue, South Daytona, Florida 32119 hereinafter referred to as **CITY**, and CUBCO Inc, a business corporation, with administrative offices at 605 Commercial Drive, Holly Hill, FL 32117, hereinafter referred to as **CONTRACTOR**, for the services identified herein on the following terms and conditions.

PURPOSE. The purpose of this Agreement is for the CONTRACTOR to provide all labor, equipment, materials, and supervision required for the provision of uniform apparel.

TERM OF THE AGREEMENT. The term of the continuing service contract shall be four (4) years with the City's option for two (2) extensions of two (2) years each.

SCOPE OF SERVICES. The CONTRACTOR shall provide a scope of services which will include, but may not be limited to, all labor, material, supervision, and equipment required for the provision of uniform apparel.

WORK AUTHORIZATION. This Agreement shall be on an as-needed basis with each project being secured and billed individually. No single purchase shall exceed \$25,000 as any value over that threshold will require approval as a stand-alone purchase by the South Daytona City Council and therefore must be excluded from this contract.

COMPENSATION. The CITY shall pay the CONTRACTOR in accordance with the compensation set forth in the hereto attachment marked as "Exhibit A". The CITY shall pay the sum invoiced within thirty (30) days of receipt of the bill from the CONTRACTOR.

CONTRACTOR PERSONNEL. The CITY reserves the right to request disciplinary action or reassignment of any CONTRACTOR personnel whose behavior is inconsistent with the CITY's objectives of providing pleasant and responsive service.

INDEMNIFICATION. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and its officials, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses, and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This indemnification shall survive the termination or expiration of the Agreement.

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ACCIDENTS AND CLAIMS. The CONTRACTOR shall be held responsible for all accidents and shall indemnify and protect the CITY from all suits, claims and actions brought against the CITY and all costs for liability to which the CITY may be put for any injury or alleged injury to the person(s) or property(s) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work. This indemnification shall survive the termination or expiration of the Agreement.

AGREEMENT TERMINATION PROVISION. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Such notice shall be delivered by certified mail, return receipt requested, and the date of the notice be the date the receipt therefore is signed by an employee, official or representative of the other party.

SEVERABILITY. If any provision of this Agreement is found to be unconstitutional, illegal, or otherwise unenforceable by judgment of a court of competent jurisdiction, such judgment shall not invalidate the remainder of this Agreement, unless such judgment renders the purpose or performance of this Agreement no longer practical for either party.

LAWS AND REGULATIONS. The CONTRACTOR at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations in any manner and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the CITY against any claims or liability arising from, or based on, the violation of any such law, ordinance, rule, code, regulation, order, patent infringements or decrees.

DISPUTE RESOLUTION. In the event any situation is brought to mediation or a court of law, the venue shall be the County of Volusia, in the State of Florida, where all laws, regulations, ordinances, codes, and rules shall be used in the adjudication.

INTEGRATION CLAUSE. This contract shall constitute the whole Agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal between the parties hereto.

NON-EXCLUSIVE AGREEMENT. The CITY reserves the right to bid larger projects, as determined by the CITY, as well as those projects in which the work will be subcontracted by the prime contractor. This is a Non-Exclusive Agreement.

ENTIRE AGREEMENT. This Agreement reflects the full and complete understanding of the parties and may be modified or amended only by a document in writing executed by all the parties, with the same formalities as this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement for the provision of uniform apparel to the City of South Daytona have caused the same to be signed by their duly authorized representatives on the dates indicated below.

ATTEST:

By: [Signature]
(Signature)

Name: EDYTHE M. HARRIS
(Print Name)

Title: Accountant

Dated: 1/26/2021

ATTEST:

By: _____

Name: Brian Peek

Title: Public Works Director

Dated: _____

CONTRACTOR:

By: [Signature]
(Signature)

Name: STANLEY E. JENKINS, JR.
(Print Name)

Title: MGR

Dated: 1-25-2021

CITY OF SOUTH DAYTONA

By: _____

Name: William C. Hall

Title: Mayor

Dated: _____

By: _____

Name: James L. Gillis, Jr.

Title: City Manager

Dated: _____

EXHIBIT A

CUBCO PRICE SHEET

CONTRACT UNIT PRICES

List the type of attire to be made available to the City along with its per unit cost. Specifications to be included in Appendix D.

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Button Down Short Sleeve*	Red Kap SP24		\$ 15 ⁷⁵	/unit
"Dry-Fit" Type T-Shirt*	Port & Co. PC380		\$ 7 ⁹⁰	/unit
Cotton T-Shirt ¹	PC541 (flocked)		\$ 8 ⁴⁰	/unit
"Dry-Fit" Style Polo*	Sport-Tek ST640		\$ 12 ⁷⁵	/unit
Work Pants	Red Kap PT88		\$ 24 ⁵⁰	/unit
Cargo Pants	Red Kap PT20		\$ 17 ⁵⁰	/unit
Work Shorts	Red Kap PT26		\$ 17 ⁵⁰	/unit
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