



City of South Daytona

Parks and Recreation Department

Post Office Box 214960 • South Daytona, FL 32121 • 386/322 -3070 • FAX 386/322-3079

Memorandum

To: James L. Gillis Jr., City Manager

From: Amy Zengotita, Parks and Recreation Director

Date: March 2, 2021

Re: Request for Approval of Entering an Agreement with Beach Boyz Embroidery as the Winning Bidder of RFP#21-B-003 Athletic Uniforms Bid

AGENDA ITEM

C11 DATE 3/9/2021

Due to the number of athletic uniforms ordered for each sport, the cost of uniform acquisition for the entire year typically requires a formal bid to comply with the City's Purchasing Ordinance.

Staff assembled uniform specifications for each sport and asked providers to submit a formal bid in response. The formal bid request was advertised in the Daytona Beach News Journal as required and staff made several phone calls to local providers to garner interest. On February 26, 2021, the City received one bid in response to our request. That bid was submitted by Beach Boyz Embroidery located right here in South Daytona.

Since there was only one bid received, staff compared the prices of the uniforms submitted by Beach Boyz Embroidery to the costs of uniforms our surrounding municipalities were contractually paying and found the prices given in our bid to be competitive.

Since the bid submission was complete and reasonable, staff is recommending that the City Council award the contract for uniform purchases to Beach Boyz Embroidery. If approved, staff prepared an agreement that will need to be executed. The agreement is presented as Appendix A to this document. The agreement will have a term of three (3) years; however, it may be terminated at any time with or without cause.

It should be noted that the number of uniforms ordered will match the number of participants registered for that sport. The cost per uniform is listed in the agreement under the Uniform Specification and Pricing Sheet.

APPENDIX A

CONTRACTUAL AGREEMENT

CONTRACTUAL AGREEMENT

AGREEMENT FOR THE PROVISION OF ATHLETIC UNIFORMS TO THE CITY OF SOUTH DAYTONA

THIS AGREEMENT is entered into this 9TH day of MARCH, 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 Beach Boys Embroidery, a business corporation, with administrative offices at 2033 S. Ridgewood Ave, hereinafter referred to as **CONTRACTOR**, for the services identified herein on the following terms and conditions.

PURPOSE. The purpose of this Agreement is to define the terms and conditions under which the CONTRACTOR will provide **ATHLETIC UNIFORMS** for the CITY on an as-needed basis.

TERM OF THE AGREEMENT. The term of this Agreement shall be three (3) years from the date of the Agreement as entered above.

SCOPE OF SERVICES. The CONTRACTOR shall provide athletic uniforms for the City's spring baseball season, summer soccer season, fall baseball season and winter flag football season.

PERFORMANCE. The CONTRACTOR shall provide athletic uniforms meeting the specifications listed in the Uniform Specification and Pricing Sheet presented in "Exhibit A" which is hereby incorporated into this Agreement by reference.

The quality, accuracy and timely delivery of athletic uniforms is crucial to the success of the CITY's sports program. The CITY requires that all athletic uniforms be delivered within 14 calendar days from the date the order is placed.

COMPENSATION. The CITY shall purchase athletic uniforms from the CONTRACTOR which meet the required specifications for the unit cost price listed in the Uniform Specification and Pricing Sheet presented in "Exhibit A" which is hereby incorporated into this Agreement by reference. **All incidental costs, such as shipping and handling, must be included in the unit cost price per uniform.**

The number of athletic uniforms ordered will be determined based on the number of registered participants. The CITY shall pay the sum invoiced, once approved, in accordance with the State of Florida's Prompt Payment Act.

SWORN STATEMENT ON PUBLIC ENTITY CRIMES. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract or agreement to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, independent contractor or consultant under a contract or agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount, provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The CONTRACTOR shall sign the Public Entity Crimes Statement as presented in "Exhibit B" which is hereby incorporated into this Agreement by reference.

INDEMNIFICATION. The CONTRACTOR hereby agrees to indemnify and save harmless the CITY, and its officials, officers, and employees from and against all 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 or independent contractor, 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.

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. The CITY may terminate this Agreement at any time with written notice with or without cause.

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.

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 **ATHLETIC UNIFORMS** 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)

Name: JAY Robinson
(Print Name)

Title: Executive Assistant

Dated: 3-3-2021

CONTRACTOR:

By:


(Signature)

Name: Michael Shorwood
(Print Name)

Title: Owner

Dated: 2/25/21

ATTEST:

By: _____

Name: James L. Gillis, Jr.

Title: City Manager as Appointed
City Clerk

Dated: _____

CITY OF SOUTH DAYTONA:

By: _____

Name: William C. Hall

Title: Mayor

Dated: _____

EXHIBIT A – UNIFORM SPECIFICATION AND PRICING SHEET

The actual number of uniforms purchased will be based on the number of registered participants. All athletic uniforms purchased shall be delivered to the CITY within 14 calendar days from the date of the order. The athletic uniforms must be sorted by team for each league or age group.

Spring Baseball Season:

Player's Uniform Requirements:

1. Dry fit T-shirt with team name on front, "7" size number on back, sponsor name on back between shoulders. Shirts to have at least six (6) different patterns in which to choose. Team name to be as close to original as possible without violating trademark.
2. Numbers on back are to run in numerical order beginning with the number 1.
3. Tie gray pants.
4. Pro feet brand sock or equivalent in various colors to match uniform.
5. Major league replica hat to match team name.

Unit cost per player's uniform meeting the specifications listed above:

\$25.00

Coach's Uniform Requirements:

1. Dry fit T-shirt with team name on front, sponsor name on back between shoulders. Shirts to have at least six (6) different patterns in which to choose. Team name to be as close to original as possible without violating trademark.
2. Major league replica hat to match team name.

Unit cost per coach's uniform meeting the specifications listed above:

\$15.99

Summer Soccer Season:

Player's Uniform Requirements:

1. Score sports moisture management shirt or equivalent with team name on front, "7" size number on back, sponsor name on back between shoulders. Team name to be as close to original as possible without violating trademark where applicable.
2. Numbers are to run in numerical order starting with the number 1.
3. Score sports brand shorts or equivalent black in color shall be included.
4. Score sports brand socks or equivalent in colors to match uniform shall be included.

Unit cost per player's uniform meeting the specifications listed above:

\$20.00

Coach's Uniform Requirements:

1. Score sports moisture management shirt or equivalent with team name on front, sponsor name on back between shoulders. Team name to be as close to original as possible without violating trademark where applicable.

Unit cost per coach's uniform meeting the specifications listed above:

\$10.00

Fall Baseball Season:

Player's Uniform Requirements:

1. Dry fit T-shirt with team name on front, "7" size number on back, sponsor name on back between shoulders. Shirts to have at least six (6) different patterns in which to choose. Team name to be as close to original as possible without violating trademark.
2. Numbers on back are to run in numerical order beginning with the number 1.
3. Pro feet brand sock or equivalent in various colors to match uniform.
4. Major league replica hat to match team name.

Unit cost per player's uniform meeting the specifications listed above:

\$19.99

Coach's Uniform Requirements:

1. Dry fit T-shirt with team name on front, sponsor name on back between shoulders. Shirts to have at least six (6) different patterns in which to choose. Team name to be as close to original as possible without violating trademark.
2. Major league replica hat to match team name.

Unit cost per coach's uniform meeting the specifications listed above:

\$15.99

Winter Flag Football Season:

Player's Uniform Requirements:

1. Champro brand jersey or equivalent with team name on front, "7" size number on back, sponsor name on back between shoulders. Team name to be as close to original as possible without violating trademark. Jerseys to have at least 10 different team colors in which to choose from.
2. Numbers on back are to run in numerical order starting with the number 1.

Unit cost per player's uniform meeting the specifications listed above:

\$19.99

Coach's Uniform Requirements:

1. Champro brand jersey or equivalent with team name on front, sponsor name on back between shoulders. Team name to be as close to original as possible without violating trademark. Jerseys to have at least 10 different team colors in which to choose from.

Unit cost per coach's uniform meeting the specifications listed above:

\$19.99

EXHIBIT B – PUBLIC ENTITY CRIMES – SWORN STATEMENT

EXHIBIT B – PUBLIC ENTITY CRIMES – SWORN STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by Beach Boyz Embroidery + Tees
(Name and Title of Business Representative)

who is authorized to represent Michael Sherwood / owner
(Business Name)

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

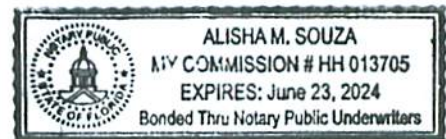
[Signature]
(Signature)

2/25/21
(Date)

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or

☐ online notarization, this 25th day of February, 2021 by

Alisha M. Souza
NOTARY PUBLIC



My commission expires: June 23-2024