

RESOLUTION R-21-06

A RESOLUTION AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM MAC'S SPORTSWEAR, A BUSINESS LOCATED AT 8445 NORTH MAIN STREET, KANSAS CITY, MISSOURI, FOR UNIFORMS AND PRO-SHOP ITEMS TO ASSIST THE PARKS, RECREATION, AND CULTURAL ARTS DEPARTMENT IN CONDUCTING RECREATIONAL PROGRAMMING AND AUTHORIZING THE CITY MANAGER TO SIGN A CONTRACT FOR SUCH SERVICES.

WHEREAS, the City of Gladstone has a need for uniforms and pro-shop items throughout the year for participants in a variety of City sponsored programs; and

WHEREAS, a Request for Proposal (RFP) was published soliciting uniform and pro-shop vendors; and

WHEREAS, the proposal offered by "Mac's Sportswear" met all the terms and specifications required and offered costs for items that was determined to be reasonable and is recommended by Parks, Recreation, and Cultural Arts Department staff.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI AS FOLLOWS:

THAT, the City Manager of the City of Gladstone, Missouri, is hereby authorized to enter into a contract with Mac's Sportswear, 8445 North Main Street, Kansas City, Missouri, not to exceed \$22,500.

FURTHER, THAT, funds for such purpose are authorized from General Fund and Community Center Park Tax Fund.

INTRODUCED, READ, PASSED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLADSTONE, MISSOURI, THIS 25TH DAY OF JANUARY 2021.


Jean B. Moore, Mayor

ATTEST:


Ruth E. Bocchino, City Clerk



Request for Council Action

RES ☒ # R-21-06

BILL ☐ # City Clerk Only

ORD # City Clerk Only

Date: 1/15/2021

Department: Parks & Recreation

Meeting Date Requested: 1/25/2021

Public Hearing: Yes ☐ Date: [Click here to enter a date.](#)

Subject: Parks, Recreation, and Cultural Apparel and Proshop Supplies

Background: The Gladstone Parks, Recreation, and Cultural Arts Department provides a variety of programming that requires apparel and pro-shop related items. This includes items such as uniforms for youth sports, T-shirts for special events, and Pro-shop items for the community center and staff uniforms.

Budget Discussion: Funds are budgeted in the amount of \$ 22,500 from the General Fund. Ongoing costs are estimated to be \$ 22,500 annually. Previous years' funding was \$22,500

Public/Board/Staff Input: City Staff advertised, evaluated, and have determined that Mac's Sportswear has met all criteria and is determined by the Parks, Recreation, and Cultural Arts Department Director to be the best value for apparel and pro-shop items to carry out the duties set forth for the Department of Parks, Recreation, and Cultural Arts. Funds are budgeted in both the General Fund and CCPT Funds.

Provide Original Contracts, Leases, Agreements, etc. to: City Clerk and Vendor

Justin Merkey
Department Director/Administrator

JM
City Attorney

SW
City Manager



R- 21-06

APPAREL AGREEMENT

THIS AGREEMENT entered into this 4th day of **January, 2021**, by and between Gladstone Parks, Recreation & Cultural Arts, 6910 N. Holmes, Gladstone, Missouri, 64118, as CLIENT and **MAC'S Sportswear** as CONTRACTOR.

GENERAL:

This agreement is for the **2021** season. All apparel/promotional items furnished under this agreement shall be new, unused, without design issues and of good grade. Shirts are utilized for various athletic programs, special events and staff. Shirts must meet the needs of our participants.

CONDITIONS:

1. G5000 Gildan (5.3oz) pre-shrunk 100% cotton t-shirts/Dry Fit or *equivalent* are required for t-shirt orders.
2. *Equivalent* items that are bid must be approved prior to production.
3. Screen Prints – Contractor should be aware that some Youth programs will have multiple screens due to various Team Sponsor logos and pricing should be set accordingly
4. Delivery charges will be incorporated into shirt price(s), if delivery charge(s) apply.
5. Gladstone Parks, Recreation & Cultural Arts is exempt from all State or Federal Sales and Excise taxes.

RESERVATIONS:

Gladstone Parks, Recreation & Cultural Arts reserves the right to:

1. Choose to select all or only specific apparel/promotional items to contract out to CONTRACTOR.
2. CONTRACTOR is liable for all errors or omissions contained in their submitted bid proposal.
3. Make corrections or amendments due to clerical errors.

SCOPE OF SERVICES:

The CONTRACTOR agrees to supply services described and be bound by the terms and conditions set forth in the scope of work attached hereto and made apart hereof and identified as **Exhibit 1** ("the Scope of Work"), provided, however, that in the event any terms or conditions of the Scope of Work conflict with this contract, the terms and conditions of this contract shall prevail. The CONTRACTOR shall perform the services described in this contract in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession.

TERMINATION FOR CAUSE:

If, through any cause, CONTRACTOR fails to fulfill in a timely and proper manner its obligations under this contract, or if CONTRACTOR violates any of the covenants, agreements or stipulations of this contract, the CLIENT shall thereupon have the right to terminate this contract by giving written notice to CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such

termination. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the CLIENT for damages sustained by the CLIENT by virtue of any breach of this contract by CONTRACTOR.

ASSIGNMENT:

This agreement constitutes a personal service contract between the CLIENT and the CONTRACTOR. The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of this agreement or any rights or responsibilities thereunder, or of its right, title or interest in, or its power to execute such agreement to any other persons, firm or corporation.

AMENDMENTS:

This agreement may be amended from time to time only by written agreement, duly authorized and executed by representatives of all parties hereto.

PAYMENT

The CONTRACTOR shall be paid upon completion of its services and once CONTRACTOR has submitted invoice(s) of various apparel/promotional items orders as set forth in the accepted **Apparel Bid (Exhibit 1)** attached hereto. The submitted invoice shall be paid within thirty (30) days of receipt. CONTRACTOR shall email the invoice to the person who places an order and to Susan Haws at susanh@gladstone.mo.us.

TERM

This contract shall run from year to year with the beginning start date of **January 1st, 2021**. Thereafter the contract may be terminated by either party by giving not less than ninety (90) days' notice in writing, prior to the next annual start date. This agreement may be amended in writing prior to the next annual start date by mutual agreement of the parties provided that the amendment is agreed to not less than ninety (90) days prior to the next annual start date. This agreement may be extended for a period of two (2) additional one year terms.

City of Gladstone

BY: Scott Wingerson

Scott Wingerson, CITY MANAGER

DATE: 1/27/21

ATTEST: Ruth Bocchino

Ruth Bocchino, CITY CLERK

DATE: 1/27/21

VENDOR: **MAC'S Sportswear**

BY: Josh Lary

Vendor Representative: **Josh Lary** (please print)

DATE: 1/12/2021