



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 DYJ, Inc as the Winning Bidder of RFP#21-B-002 Sports Referees, Umpires and Scorekeepers Bid

AGENDA ITEM
C12 DATE 3/9/2021

Due to the number of officials needed for all the sports that the City offers, the cost of this service acquisition for the entire year requires a formal bid to comply with the City's Purchasing Ordinance.

Staff assembled 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 a company called DYJ, Inc who provides sports officials for the City of New Smyrna Beach.

The contract rates for sports officials in our bid was similar to the contract prices in the New Smyrna Beach contract; therefore, the prices appear competitive. Since the bid submission was complete and reasonable, staff is recommending that the City Council award the contract for sports referees, umpires and scorekeepers to DYJ, Inc. 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.

The City will have two sports officials and a scorekeeper provided for each game. The scorekeepers during the spring and fall baseball seasons will also announce the games over the newly loudspeaker system at James Street Park. The cost per official is listed in the agreement under the Personnel and Pricing Sheet.

APPENDIX A

CONTRACTUAL AGREEMENT

CONTRACTUAL AGREEMENT

AGREEMENT FOR THE PROVISION OF SPORTS REFEREES, UMPIRES AND SCOREKEEPERS 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 DYT, Inc., a business corporation, with administrative offices at 7723 Red Lake Peak Street Las Vegas, NV 89166, 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 **SPORTS REFEREES, UMPIRES AND SCOREKEEPERS** 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 one scorekeeper and two officials (umpires and referees) per game for the City's spring baseball season, summer soccer season, fall baseball season and winter flag football season.

PERFORMANCE. The CONTRACTOR shall provide officials (umpires and referees) who will be responsible for officiating each game, determining the start and end of each game, enforcing the rules of each game, making judgement calls on plays within each game and handling disciplinary actions upon consultation with the CITY's field supervisor.

The CONTRACTOR shall provide scorekeepers who can operate the CITY's electronic scoreboard, keep accurate time during each game and maintain a timely and accurate score during each game. During the spring and fall baseball seasons, the scorekeepers will also be required to announce each game by stating the score and identity of each batter coming to the plate to hit.

COMPENSATION. The CITY shall provide compensation to the CONTRACTOR in accordance with the personnel required and prices set forth in the Personnel and Pricing Sheet presented in "Exhibit A" which is hereby incorporated into this Agreement by reference.

The CONTRACTOR shall invoice the City on a monthly basis. The monthly invoices shall contain documentation to support the compensation being requested and must include the timesheets for all scorekeepers and officials (referees and umpires) provided. The CITY shall pay the sum invoiced in accordance with the State of Florida's Prompt Payment Act.

CONTRACTOR PERSONNEL. The CONTRACTOR shall provide all safety gear, equipment and appropriate uniforms for each official associated with this Agreement that are required to perform the requested task. The CONTRACTOR shall ensure that all of the officials and scorekeepers they provide arrive before each game begins so that scheduled games start on time. The CONTRACTOR shall ensure that all personnel they provide are familiar with the rules established by the CITY and safety procedures associated with the sport being played.

The CONTRACTOR must submit to the CITY a list of scorekeepers and officials they are providing prior to the start of each game.

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

BACKGROUND CHECKS. The CONTRACTOR is required to perform a Level 1 background check on all personnel assigned to this Agreement. The CONTRACTOR shall ensure that no person assigned to this Agreement has been accused or convicted of a crime against a child or has a felony conviction.

TIMESHEETS. The CONTRACTOR shall maintain timesheets for all employees that perform work under this Agreement. These records shall denote the date and time the individual worked and must identify the nature and location of the work. These timesheets must be submitted to the CITY as backup in order for the CITY to process monthly invoices submitted by the CONTRACTOR.

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 **SPORTS REFEREES, UMPIRES AND SCOREKEEPERS** 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: B Adam Bates
(Signature)

Name: Adam Bates
(Print Name)

Title: Director of Operations, Florida

Dated: 2/26/2021

CONTRACTOR:

By: Alex Skandalis
(Signature)

Name: Alex Skandalis
(Print Name)

Title: Owner

Dated: 2/26/2021

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 – PERSONNEL AND PRICING SHEET

Spring Baseball Season:

	<u>03/05/21-09/30/22</u>	<u>10/1/22-12/31/22</u>
Price per game for each scorekeeper provided (one required):	\$ <u>25</u>	\$ 30
Price per game for each umpire provided (two required):	\$ <u>62</u> (<u>\$124 per game</u>)	\$ 68 (<u>\$136 per game</u>)

Summer Soccer Season:

Price per game for each scorekeeper provided (one required):	\$ <u>15</u>	\$ 18
Price per game for each referee provided (two required):	\$ <u>37</u> (<u>\$74 per game</u>)	\$ 41 (<u>\$82 per game</u>)

Fall Baseball Season:

Price per game for each scorekeeper provided (one required):	\$ <u>25</u>	\$ 30
Price per game for each umpire provided (two required):	\$ <u>62</u> (<u>\$124 per game</u>)	\$ 68 (<u>\$136 per game</u>)

Winter Flag Football Season:

Price per game for each scorekeeper provided (one required):	\$ <u>15</u>	\$ 18
Price per game for each referee provided (two required):	\$ <u>37</u> (<u>\$74 per game</u>)	\$ 41 (<u>\$82 per game</u>)

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 B. ADAM BATES, DIRECTOR OF
(Name and Title of Business Representative) CREATIONS
FLORIDA
who is authorized to represent DYS, INC
(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.

B. Adam Bates
(Signature)

2/25/2021
(Date)

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

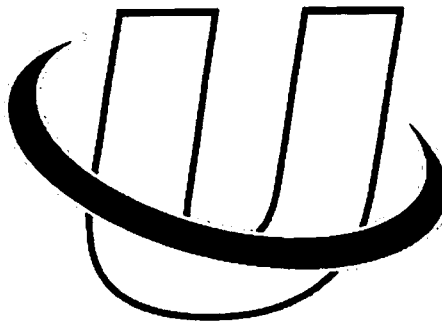
☐ online notarization, this 25 day of FEBRUARY, 2021 by BLAINE ADAM BATES

d. Patel
NOTARY PUBLIC

My commission expires: 11/12/2023



Disha Mukesh Patel
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG930972
Expires 11/12/2023



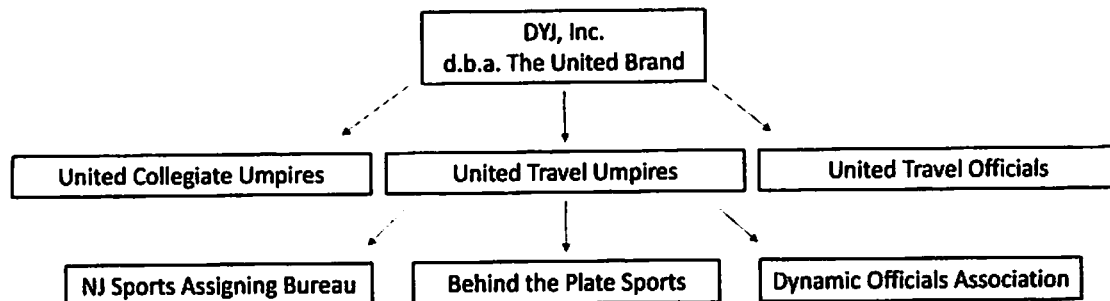
Introduction

Since 2000, the United Brand and its subsidiaries have provided officiating supervisory services to youth leagues and tournaments, high school conferences, and NJCAA/NCAA conferences. Our team of iconic managers, detail-oriented administrators, highly skilled officials, and cutting-edge clinicians grew from a regional organization assigning town leagues in the New York City metropolitan area to a conglomerate responsible for the assignment and supervision of officials in field hockey, football, basketball, soccer, baseball, and softball nationwide. Each step of growth has been rooted in establishing a culture of learning, inclusion, and camaraderie for officials and hands-on, detail-oriented service for our clients. This culture has altered the landscape of the officiating space and allowed for our successful expansion.

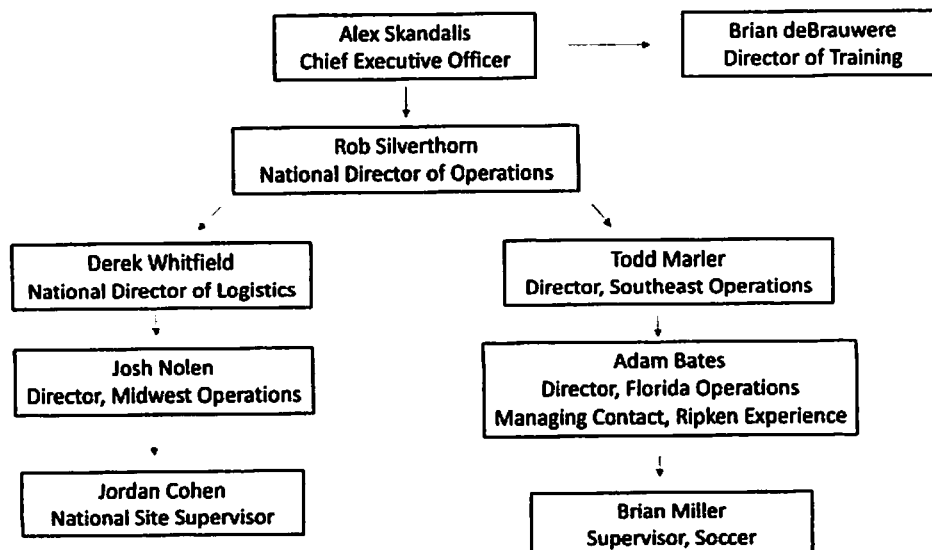
Mission Statement

The United Brand supports NCAA conferences and youth sports facilitators through honest, accessible assigning practices and superior continuing officials' education.

Corporate Structure



Structure of Key Personnel



Contact Information

Alex Skandalis <i>Chief Executive Officer</i> The United Brand alex@unitedumpires.org 908-432-4543 www.linkedin.com/in/alexskandalis www.unitedumpires.org United on Twitter United on Facebook United on YouTube	Todd Marler <i>Director, Southeast Operations</i> The United Brand todd@unitedumpires.org 404-922-0507	Adam Bates <i>Director, Florida Operations</i> The United Brand adam@unitedumpires.org 407-694-7569
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