

**REQUEST FOR PROPOSALS**

**SPORTS OFFICIATING SERVICES**

**PR 22-068**

**Addendum No. 2**

Date: April 28, 2022

Subject: Addendum No. 2 to Solicitation No. PR 22-068

Submittal Deadline: May 5, 2022 (**REVISED DATE**), 5:00 PM (local time, Avondale, Arizona)

**PURPOSE**

This Addendum forms a part of the Contract and clarifies, corrects, or modifies the original Request for Proposals document prepared by the City of Avondale. Acknowledge receipt of this Addendum in the space provided on the attached “Acknowledgment of Addenda Received” form. This acknowledgment must accompany the submitted proposal. Failure to do so shall subject the offeror to disqualification.

This Addendum No. 2 consists of revisions to the solicitation schedule, Proposal Due Date, Shortlist Announced for Oral Interviews date, and anticipated Oral Interview date and revisions and additions to the Exhibit B. Scope of Work for the Request for Proposals PR 22-068, released on Wednesday, March 23, 2022, and as amended in the Addendum 1, issued on April 14, 2022.

**ADDENDUM**

1. The Proposal Due Date, Shortlist Announced for Oral Interviews date, and anticipated Oral Interview date are revised as follows.

PROPOSAL DUE DATE AND TIME:

**May 05, 2022**

**5:00 p.m.** (local time, Phoenix, Arizona)

**Vendor Proposals must be submitted through Vendor Registry, only.** Vendors must view or download all attached forms prior to submitting Proposals.

Website address: <https://vendorregistry.com/>

SHORTLIST ANNOUNCED FOR  
ORAL INTERVIEWS:

**May 12, 2022**

ORAL INTERVIEWS

**May 19, 2022**

2. The Exhibit B. Scope of Work is hereby deleted in its entirety and replaced with the attached Addendum 1, Exhibit 1 amended Scope of Work, which incorporates sections 7. Contract Worker Background Screening, and 14. FINES AND FEES FOR NON-PERFORMANCE OR MISCONDUCT.

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**CITY OF AVONDALE  
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

**REQUEST FOR PROPOSALS**

**SPORTS OFFICIATING SERVICES PR 22-068  
Addendum No. 2**

\_\_\_\_\_, affirms that ADDENDUM No.2  
(Name of Vendor/Designee)  
has been received and that the information contained in ADDENDUM No. 2 has been incorporated  
in formulating the Vendor's Proposal.

\_\_\_\_\_, 2022  
Signed Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

**END OF ADDENDUM No. 2**

**ADDENDUM 2**  
**EXHIBIT 1**  
**AMENDED SCOPE OF WORK**

Sports Officiating Services  
PR 22-068

1. General. It is the intent of the City of Avondale, Parks, Recreation Department to contract for Sports Officiating services for a variety of age groups and both indoor and outdoor sports activities including but not limited to adult slow pitch softball, volleyball, soccer, and/or basketball games. The Contractor shall provide coordination and staffing of services as required. The Contractor shall work with the various City of Avondale Departments and other Officials on the coordination and management of the scheduled events as more particularly described herein.
2. General Requirements. Contractor shall be able to provide the appropriate number of Officials at up to eight (8) game sites, for approximately 4,000 various sports games for the first contract term. Future contract terms may require up to fourteen (14) game sites for approximately 7,000 games per year. The City continues to meet the Avondale community's needs by expanding program offerings while ensuring optimum facility utilization. The City reserves the right to add additional indoor or outdoor game sites and add to the selection of sports categories at a later date. Any additions to the scope of work would be adopted in writing and in the form of an amendment to the Agreement.
3. Contractor Requirements. The Contractor shall manage, coordinate and oversee all staffing, staff training, certification, scheduling, and operations of the Officiating services. These duties include but are not limited to the following provisions as set forth herein.
  - 3.1 The Contractor shall assign a representative to the City of Avondale who shall act as a direct liaison between the Contractor and the City and who shall process complaints regarding Officials and their services and schedule appropriate Officials.
  - 3.2 Contractor shall provide to the City a list of currently registered Officials who will be scheduled for the upcoming season one (1) week before the first game of the upcoming season.
  - 3.3 Contractor shall require all Officials to attend one rules clinic a year. Proof of attendance shall be submitted to the City by the Contractor before the Official is to officiate a game.
  - 3.4 Contractor shall instruct Official, that City of Avondale representatives shall have the authority to change rules when (deemed necessary). Said representatives will not change any decisions already made by the Contractor's Officials regarding rules of that sport's governing body.
  - 3.5 Contractor shall provide Officials tested and certified as competent to administer the Rules of the current sport, however, special Avondale league and ground rules shall

take precedence at all times. Certification will be confirmed through a listing of qualified Officials submitted during the RFP process.

3.6 The City shall not be held responsible for any accident or injury sustained by the Contractor's Official.

4. Contractor and Contractor Staff Responsibilities. Contractor and Contractor Staff shall:

4.1 Abide by and enforce the rules of the game as set forth by the sports governing body and league rules which are not contrary to the spirit of the rules of the governing body and which are within the established obligations of Officials to perform.

4.2 Work with the City to respond to problems and complaints that occur during the Agreement period, including but not to be limited to, complaints and problems concerning Officials, players, coaches, and any other persons involved with league games, as well as recommendations on suggested disciplinary actions which should be taken.

4.3 Officials are to ensure that score sheets are signed and properly completed by all personnel providing Services before the termination of that day's activities.

4.4 Provide to the City a written report on any ejection, incident, or otherwise abnormal event that has taken place on the field of play within twenty-four (24) hours of the incident.

5. City Responsibilities and Authority. The City will:

5.1 Provide contact information for representatives from the various City departments involved in the event administration.

5.2 Recognize that the Contractor Staff is an organization composed of members who are independent contractors and that the Contractor's primary function is to assign Officials to scheduled games.

5.3 Furnish the Contractor, in writing, any changes in the scheduled place of a game or starting time of the game as soon as possible, and in no case, later than twenty-four (24) hours before the time given in the schedules.

5.4 Require one (1) Official for each regular-season game and the Tournaments. Two (2) Officials shall be required for all championship games and 'if' games.

5.5 Provide security to prevent any improper conduct on the part of the players, League Officials, and spectators, which interferes with the orderly conduct of the game.

5.6 Pay the full price of the game in the event of a forfeit by either or both scheduled teams unless the Contractor is notified of the impending forfeit at least three (3) hours before the scheduled game time.

5.7 Pay the full price of the game if the Official(s) report to officiate the game and the City changes its schedule, time of the game, or place that the game is to be played without proper notification to the Contractor.

5.8 Pay the full price of the game if the game cannot be completed due to unforeseen conditions (e.g., weather, facility emergency, etc.) beyond the Contractor's control arising after the start of the game. The start of the game is defined as the moment when the Official(s), by rule, jurisdiction begins.

5.9 Review the performance of the Officials by observing games, conducting surveys, and by other quantitative and qualitative means. If the City determines that an Official is not competent or otherwise not performing the duties as set forth under the Scope of Services, then the Contractor shall not assign additional games to the Official unless the Official improves his or her performance. The Contractor shall be responsible for determining that the Official has improved his or her performance. The Contractor shall notify the City, in writing, that the Official's performance has been improved if the Official is to officiate any additional games.

6. City Notification Responsibilities.

6.1 The City will be responsible for providing an up-to-date event listing at the start of each fiscal year or sooner at the discretion of the City.

6.2 City shall provide Contractor with a minimum of 3 hours' notice either written or verbal, as to the game site schedule or schedule changes.

6.3 If the City Representative cannot contact the Primary Contractor when one of its scheduled Officials does not show up for a scheduled game or the Contractor cannot staff the number of Officials needed, the City reserves the right to contact the Secondary Contractor or another vendor to cover the games to ensure that the games are officiated.

6.4 City shall have the right to refuse the service of any individual provided by the Contractor if deemed unacceptable and justified by the City Representative.

7. Contract Worker Background Screening. Contractor agrees that all contract workers and subcontractors (collectively "Contractor Staff") shall be subject to background and security checks and screening (collectively "Background Screening") at the Contractor's sole cost and expense as outlined in this Section. The Background Screening provided by the Contractor shall comply with all applicable laws, rules, and regulations.

7.1 Background Screening Requirements and Criteria: Because of the varied types of services performed, the City has established three levels of risk and associated background screening.

7.1.1 Minimum Risk and Background Screening ("Minimum Risk"): A Minimum Risk Background Screening shall be performed when the Contract

Worker: (i) will not have direct access to City facilities or information systems; or (ii) will not work with vulnerable adults or children; or (iii) will have access to City facilities, but is escorted by City workers. The Background Screening for Minimum Risk shall consist of the screening required by Arizona Revised Statutes §§ 41-4401 and following to verify legal Arizona worker status.

7.1.2 Standard Risk and Background Screening (“Standard Risk”): A Standard Risk Background Screening shall be performed when the Contract Worker’s work assignment will: (i) require a badge or, (ii) key for access to City facilities or; (iii) allow any access to sensitive, confidential records, personal identifying information or restricted.

7.1.3 Maximum Risk and Background Screening (“Maximum Risk”): A Maximum Risk Background Screening shall be performed when the Contract Worker’s work assignment will: have any contact with vulnerable people such as children, youth, elderly, or individuals with disabilities; (i) have any responsibility for the receipt or payment of City funds or control of inventories, assets, or records that are at risk of misappropriation; (ii) have unescorted access to City data centers, money rooms, or high-value equipment rooms; or (iii) have access to private residences; or other critical infrastructure sites/facilities. The Background Screening for Maximum Risk shall consist of the following: (i) the screening required by Arizona Revised Statutes § 41-4401 to verify legal Arizona worker status (E-verify and verification of employment eligibility); and (ii) a background check for real identity/legal name, and shall include felony and misdemeanor records from any county in the United States, the state of Arizona, plus any other jurisdiction where the Contract Worker has lived at any time in the preceding seven (7) years from the Contract Worker’s proposed date of hire; and a sexual offender search, a credit check, and driving record search for the preceding seven (7) years from the Contract Worker’s proposed date of hire.

7.2 Contractor shall include the Contract Worker Background Screening terms of this Contract in all contracts and subcontracts that Contractor has with other parties for services furnished under this Agreement including, but not limited to, supervision and oversight services.

8. Contractor Personnel Requirements. Personnel must not have been convicted of any felony.

8.2 Personnel must wear uniforms or other identification that identifies them as an employee of the Contractor, be well-groomed and present a professional appearance.

8.3 Personnel may not carry firearms or have them in their vehicle.

8.4 Personnel must conduct themselves respectably and courteously.

8.5 Personnel are not permitted to play loud music, make unnecessary loud noise(s), or use inappropriate language.

8.6 Personnel must adhere to the City’s Drug and Alcohol Policy.

8.7 Personnel may use tobacco products only in designated smoking areas.

- 8.8 If there is reasonable doubt regarding the Contractor's personnel, the City representative may request a security/background check, which Contractor must respond to within 24 hours.
- 8.9 It is the sole responsibility of the Contractor's personnel to safeguard all equipment, tools, and supplies while on City property. The City will not assume any responsibility for the vandalism.
9. Contractor Staffing and Scheduling. Contractor shall assign registered and competent Officials, in numbers as specified, to officiate scheduled games, during the season(s), in accordance with a schedule to be submitted in writing to the Contractor by the City. Contractor shall assign registered and competent Officials for postponed scheduled games and other games scheduled after the start of the schedule, provided that notice of the game is given to the Contractor, preferably in writing, at least twenty-four (24) hours before the rescheduled game time.
- 9.2 Contractor shall be entitled to the entire per Official fee for any assigned Official who is on the field of play, in proper uniform, and at the designated time and place for a scheduled game.
- 9.2.1 Contractor shall have Officials attired in proper uniform during game times.
- 9.2.2 Contractor shall have an Official at each designated game site at least 10 minutes before game time.
- 9.2.3 Softball Staffing. Contractor shall provide one and/or two Officials for all softball league and tournament games as required by the City Representative.
- 9.2.4 Soccer Staffing. Contractor shall provide two and/or three Officials for all soccer league and tournament games as required by the City Representative.
- 9.2.5 Basketball Staffing. Contractor shall provide two and/or three Officials for all basketball league and tournament games as required by the City Representative.
- 9.2.6 Volleyball Staffing. Contractor shall provide one and/or two Officials for all volleyball league and tournament games as required by the City Representative.
- 9.3 Contractor shall only be COMPENSATED FOR half of a game fee if any assigned Official fails to appear upon the field of play, in proper uniform, and at the designated time and place for a scheduled game within the first fifteen (15) minutes after the game has started. The balance of the game must be officiated by the contractor.
- 9.4 Contractor WILL NOT BE COMPENSATED BY THE CITY AND INSTEAD shall pay TO CITY, the cost for CITY'S REPLACEMENT CONTRACTOR OR officiating any scheduled game where the Contractor's Official fails to officiate or shows up after the game has been played for at least fifteen (15) minutes.
- 9.5 Contractor shall provide Official service at no charge AND WILL NOT BE

COMPENSATED if a game must be re-played due to Official(s) error (valid protest).

10 Contractor Service Sites. Games shall be held at any or all of the following multi-sports fields locations:

- 10.1 Festival Fields  
101 E. Lower Buckeye Rd  
Avondale, AZ 85323
- 10.2 Friendship Park  
12325 McDowell Rd  
Avondale, AZ 85323
- 10.3 Alamar Park  
4155 S El Mirage Rd  
Avondale, AZ 85323
- 10.4 Bob Bové Boys & Girls Club  
301 E Western Ave #2347  
Avondale, AZ 85323
- 10.5 American Sports Center  
755 N. 114<sup>th</sup> Avenue  
Avondale, AZ 85323

11. Game Schedules.

Games schedules are subject to change including game dates, times, and opponents. Changes may be warranted due to the availability of City staff or Service sites, holidays, and inclement weather. Rescheduling games may be required due to inclement weather or for any reason deemed necessary by the City. City will provide advance notice of any schedule changes or cancellations in part or in whole. Currently, league games are generally scheduled on Weekdays. However, the City game schedules offered include weekdays, weekends, and tournament schedules as follows. A game schedule will be provided in advance of every season.

- 11.1 Weekdays:  
Mondays, Tuesdays, Wednesdays, Thursdays  
6:00 pm, 7:00 pm, 8:00 pm, 9:00 pm
- 11.2 Weekends:  
Saturdays  
8:00 am, 9:00 am, 10:00 am, 11:00 am  
Sundays  
6:00 pm, 7:00 pm, 8:00 pm, 9:00 pm
- 11.3 Tournaments start on Saturdays and are usually one of the two times below:

8:00 am – 7:00 pm or  
6:00 pm Saturday – 6:00 am Sunday

12. The City may offer adult and youth sports programs throughout the calendar year. The City runs separate divisions based on age groupings. The City reserves the right to offer additional league programs as we are seeking to enhance current program offerings in the future. Our current offerings include all four seasons a year as follows:

12.1 Winter Season.

- Adult Slow-Pitch Softball
- Youth Basketball
- Youth Soccer
- Youth Volleyball

12.2 Spring Season.Adult Slow-Pitch Softball

- Youth Basketball
- Youth Soccer
- Youth Volleyball

12.3 Summer Season.

- Adult Slow-Pitch Softball
- Youth Basketball
- Youth Soccer
- Youth Volleyball

12.4 Fall Season.

- Adult Slow-Pitch Softball
- Youth Basketball
- Youth Soccer
- Youth Volleyball

13. Scope of Services and Requirements.Adult Softball The slow pitch softball leagues shall be played in accordance with the then-current USA Softball Rules or United States Specialty Sports Association (USSSA) unless otherwise modified by league rules.

13.1.1 Adult Softball Leagues Duration/ Game Times.

Regular Season: All games shall be completed in fifty-five (55) minutes or seven (7) full innings (whichever occurs first) during the regular season. No new inning will begin after the 55-minute mark. A game becomes official after 4 innings.

13.1.2 Tournament Games: Tournament games shall last fifty-five (55) minutes or seven (7) complete innings (whichever occurs first) unless tied. Tie games shall be completed after one team is winning after one (1) complete extra inning until there is a winner.

13.1.3 Volleyball League Scope of Services and Requirements. The volleyball Leagues shall be played in accordance with the then-current NFHS Volleyball rules unless otherwise modified by Avondale league rules.

13.1.4 Regular Season: All games shall be completed in fifty-five (55) minutes or best two out of three played to 21 points (whichever occurs first) during the regular season. No new point will begin after the 55-minute mark.

13.1.5 Tournament Games: Tournament games shall last fifty-five (55) minutes or best two out of three played to 21 points (whichever occurs first) unless tied. Tie games shall be completed after one team has won two out of three games.

13.2 Soccer League Scope of Services and Requirements. The soccer Leagues shall be played in accordance with the then-current ASA soccer rules unless otherwise modified by Avondale league rules.

13.2.1 Regular Season: All games shall be completed in forty-five (45) minutes. The score is not kept for youth soccer games.

13.2.2 Basketball League Scope of Services and Requirements. The basketball Leagues shall be played in accordance with the then-current NFHS Basketball rules unless otherwise modified by Avondale league rules.

13.2.3 Regular Season: Games will be played with two twenty-minute halves with a running clock. The clock stops for dead balls in the last 2 minutes of the second half. Games that end in a tie in the regular season will remain a tie.

13.2.4 Tournament Games: Games will be played in two twenty-minute halves with a running clock. The clock stops for dead balls in the last 2 minutes of the second half. Games that end in a tie in the playoffs will have a 5 minute overtime period.

14. Fines and Fees For Non-Performance or Misconduct. Fines or fees may be assessed by the contractor. Failure by the contractor to carry out the requirements of the agreement is a material breach of contract and may result in such remedies as the city deems appropriate, which will include, but is not limited to the assessment of fines or liquidated damages. Fines for starting late; leaving early; taking more breaks than authorized or being ordered to leave the city property by a city representative, shall be deducted from the contractor's monthly invoice. The cause for fines a further describe below and in the attached Exhibit D. Incorporated herein by reference.

14.1 Fines.

14.1.1 A fine of \$5.00 may be assessed for the non-compliance of contractor staff and scheduling section 9.2.1. The contractor staff must be in uniform.

- 14.1.2 A fine of \$20.00 per game may be assessed when an official does not show up for non-compliance with contractor staff and scheduling section 9.2.2. This fine will be assessed to the contractor after the third (3) occurrence of late/no show within one (1) month of the then-current season.
- 14.1.3 The contractor shall not pay the city or city staff to officiate games in place of the contractor's staff.
- 14.1.4 Contractor or contractor staff misconduct. City reserves the right to dismiss contractor staff for failure to comply with, or violation of the terms of the agreement as included herein section 8. Contractor Personnel Requirements.

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EXHIBIT D  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND

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[SUMMARY OF OFFICIATING SERVICES VIOLATIONS AND FINES]

See following page(s).

**CITY OF AVONDALE  
SUMMARY OF OFFICIATING SERVICES  
VIOLATIONS AND FINES**

Included herein is a list of fines that may be assessed to the Contractor if not in compliance with the terms and conditions of the Agreement. All final fines shall be assessed at the discretion of the City. City reserves the right to use its discretion and amend/alter these fines as applicable.

<b>Description/Violation Type</b>	<b>Fine</b>	<b>Notes:</b>
<b>I. Staff and Scheduling</b>		
Not in Proper Uniform or On Scheduled Time 15 minutes after the start time		For each offense, the Contractor will be compensated for only ½ of the Game Fee.
1 <sup>st</sup> Offense	N/A	For each offense, the Contractor will be compensated for only ½ of the Game Fee.
2 <sup>nd</sup> Offense	N/A	For each offense, the Contractor will be compensated for only ½ of the Game Fee
3 <sup>rd</sup> Offense	\$20.00 per game/match	For each offense, the Contractor will be compensated for only ½ of the Game Fee. On the 3 <sup>rd</sup> Offense, a Cure letter will be issued to the Contractor and a \$20.00 per game fine will be deducted from the Contractor's invoice.
4 <sup>th</sup> Offense and Subsequent Offenses	\$20.00 per game/match	For each offense, the Contractor will be compensated for only ½ of the Game Fee. After the 4 <sup>th</sup> Offense and subsequent Offense, a Notice of Default will be issued to the Contractor and a \$20.00 per game fine will be deducted from the Contractor's invoice.
A. Contractor Staff -No Show	Per Game	For each offense, the full cost of the per Game Fee compensation will be deducted from the Contractor's Invoice.
B. Game Re-plays due to Contractor Personnel No Show	Per Game	Contractor will not be compensated for game replays due to Contractor Personnel No Shows.
<b>II. Contractor Personnel Requirements-Misconduct</b>		
A. Staff Dismissal for any Misconduct/Offense of Personnel Requirements Section 7.0	<b>Fine</b>	<b>Notes:</b>
1 <sup>st</sup> Offense	Per Game	For each offense, the full cost of the per Game Fee compensation will be deducted from the Contractor's Invoice
2 <sup>nd</sup> Offense	Per Game	For each offense, the full cost of the per Game Fee compensation will be deducted from the Contractor's Invoice
3 <sup>rd</sup> Offense	\$20.00 per game/match	For each offense, the full cost of the per Game Fee compensation will be deducted from the Contractor's Invoice. On the 3 <sup>rd</sup> Offense, a Cure letter will be

		issued to the Contractor and a \$20.00 per game fine will be deducted from the Contractor's invoice.
4 <sup>th</sup> Offense and Subsequent Offenses	\$20.00 per game/match	For each offense, the full cost of the per Game Fee compensation will be deducted from the Contractor's Invoice. After the 4 <sup>th</sup> Offense and subsequent Offense, a Notice of Default will be issued to the Contractor and a \$20.00 per game fine will be deducted from the Contractor's invoice.

I ACKNOWLEDGE AND ACCEPT THE CITY OF AVONDALE SUMMARY OF OFFICIATING SERVICES VIOLATIONS AND FINES:

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_