

REQUEST FOR PROPOSALS

Addendum 1 – Questions and Answers

June 7, 2022

Final Date for Questions: May 30, 2022

Proposals Due: June 9, 2022 5:00 PM, Arizona Time

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. 1 consists of a modification to the Exhibit B. Scope of Work 16. Fines and Fees for Non-Performance or Misconduct, as included in the original Request for Proposals document RFP PR22-068.2, released on May 18, 2022; and written responses to Questions received by the vendor audience.

ADDENDUM

Addendum Item 1: The following section 16. Fines and Fees for Non-Performance or Misconduct. is hereby deleted and replaced in its entirety as follows.

16. Fines and Fees for Non-Performance or Misconduct. Fines or fees may be IMPOSED ON 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 is further described below and in the attached Exhibit D. Incorporated herein by reference.

QUESTIONS AND ANSWERS

Question 1: Are you talking about \$20 per game(i.e. official has 4 games on a particular night and will be fined \$20 per game? Also in one spot, it states official shall arrive 10 minutes early, and another spot states 15 minutes.

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. Description/Violation Type Fine Notes: I. Staff and Scheduling 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. 1st Offense N/A For each offense, the Contractor will be compensated for only ½ of the Game Fee. 2nd Offense N/A For each offense, the Contractor will be compensated for only ½ of the Game Fee 3rd Offense is \$20.00 per game/match For each offense, the Contractor will be compensated for only ½ of the Game Fee. On the 3rd 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.

Clarification: 3rd Offense is \$20.00 per game/match. This means that on the 3rd Offense if there are 4 games on the schedule that same day, and the Official is late by more than 15 minutes it is 1 occurrence for that day. The Contractor will be fined \$20. per game (for that same Offense/Occurrence). Section 8.1.2 States that Officials are expected to be on-site 10 minutes prior to game start time. Section 8.2 is stating that Contractor will not be compensated for services if the Official(s) arrive more than 15 minutes after the scheduled game start time.

Question 2: I received an answer to my previous question regarding the \$20 fine. While I understand what you are trying to say, that is not what the document says. The reference states \$20 per game. It should not include the reference "per game" and should just read that a \$20 fine will be assessed and deducted from the invoice.

Clarification: This is stated correctly as-is. For example, if there are multiple games scheduled that day and the Official is not present/tardy, for 2 of the 3 games, this is considered an individual occurrence. However, the City would have to staff the game for a fee of \$20. PER GAME WILL BE IMPOSED to the vendor. The City intends to deduct Fines from the balance of the payment owed to the contractor for actual services provided. The Contractor will bill City every month the invoices would be short paid in any instances where fines/fees are applied.

Question 3. Additionally, section 16. Fines and Fees for Non-Performance or Misconduct. Fines or fees may be assessed by the contractor. Should this not read "Fines or fees may be assessed by the ("City") or Fines or fees may be assessed ("on") the contractor?

Answer: This item was modified. See Addendum item 1. above.

Question 4. Additionally, I see things regarding insurance relative to cars. While it is on a page that reads sample, that does not apply to me.

Answer: The insurance requirements are the City's standard terms and conditions. Questions regarding the Insurance would be addressed only if a contract award was offered.

**CITY OF AVONDALE
ACKNOWLEDGMENT OF ADDENDA RECEIVED**

REQUEST FOR PROPOSALS

**SPORTS OFFICIATING SERVICES
PR 22-068.2**

Addendum No. 1

_____, affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in
formulating the Vendor's Proposal.

_____, _____ 2022
Signed Date

Print Name

Title

Company Name