



SOLICITATION ADDENDUM

Solicitation Number: RFP-23-CSSD-74 **Addendum #1**

Solicitation Due Date: March 30, 2023, at 3:00 p.m. Local Time

**CITY OF PHOENIX
HSD Procurement
200 W. Washington Street
18th Floor
Phoenix, AZ 85003**

CLIENT SERVICES PORTAL SYSTEMS INTEGRATION

In accordance with the Section I – Instructions, Addenda, the Solicitation is hereby amended as set forth below.

NOTE: Solicitation due date **March 30, 2023, 3:00 p.m. Phoenix Time**

The following questions have been received.

<u>Question</u>	<u>Answer</u>
<p>1. RFP Section 1., 3 Would the City of Phoenix extend the close date (due date) by two weeks? This will allow all bidders the time needed to solution for the defined scope of work published in this RFP.</p>	See Note above
<p>2. RFP Section VI.1., 1.3, page This section states: "The submission should be contained in one email. Contact the Procurement Officer listed on the cover page if your PDF attachments exceed the mail server's size limit, and your email cannot be sent." Please provide the maximum file size accepted by the City for proposal submissions</p>	150 MB
<p>3. RFP Table of Contents page 2 of 61, Section VI.1., 2.1, pages 51-52, and Section VII, 5.5, pages 60-61 Please confirm the Table of Contents lists of Attachments and Exhibits supersedes the list in Section VI - Submittals, 2.1.</p> <p>Section 2.1. states: "Please submit only the documents listed below." Please confirm informational Exhibits A, B, C, D, and E are not required to be returned with the submission.</p> <p>.</p>	<p>Confirmed</p> <p>Confirmed</p>

<p>4. Section I. 20. Public Record, page 12, and Attachment C – Confidential Information Form</p> <p>This section states: “If an Offeror believes that a specific section of its Offer response is confidential, the Offeror will isolate the pages marked confidential in a specific and clearly labeled section of its Offer response.”</p> <p>Attachment C requires proposers to provide the location of confidential and proprietary information in the proposal.</p> <p>Please clarify if the identification of confidential information in Attachment C will be acceptable for items located throughout the proposal, or if all confidential information must be in a separate section.</p>	<p>List Confidential information on Attachment C and identify the information as Confidential in the proposal document.</p>
<p>5. Attachment E Please clarify which officers must authorize, complete, and sign Attachment E</p>	<p>Attachment E should be completed on behalf of the company authorizing whoever will execute the offer documents to do so. In many cases the person executing the offer will already possess this authority under corporate governance policies, but this form lets the City know that the person who executed the offer had authority from the company to do so.</p>
<p>6. Attachment I – Affidavit of Lawful Presence by Mail (English) and Section II, 3-7., page 23 of 61</p> <p>Attachment I appears to be a form required upon award.</p> <p>Section II states: “This requirement will be imposed at the time of contract award. ... The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies.”</p> <p>Please confirm proposers and/or corporations do not complete this form for submission, and may mark N/A.</p>	<p>The law does not apply to fictitious entities such as corporations, partnerships and limited liability companies, therefore the form would not apply to such entities. The form should be submitted with a “Non-Applicable (N/A) response.</p>
<p>7. RFP Section IV – Insurance & Identification, Section 4.5. Acceptability of Insurers</p> <p>This section states: "Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI."</p> <p>Will the City add the following language? Insurance is to be placed with insurers duly licensed or authorized to do business in the state</p>	<p>The suggested language is acceptable to the City. “Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI <u>or through a qualified self-insurance program as approved by the state of Arizona.</u>”</p> <p>Proposed insurance shall matches the City’s our requirements</p>

<p>of Arizona and with an "A.M. Best" rating of not less than B+ VI <u>or through a qualified self-insurance program as approved by the state of Arizona.</u></p> <p>The contractor is a qualified self-insurer approved by the state of Arizona. Qualified self-insurance programs do not hold AM Best Ratings.</p>	
<p>8. Price Adjustment</p> <p>Will the City include a provision that provides for price adjustments if Contractor's costs increase as a result of (i) changes to the scope of work / service hours requested by the City, (ii) changes in laws, rules, regulations, etc. applicable to the services to be provided by Contractor, and/or (iii) wage increases necessary for Contractor to be able to recruit and retain qualified employees as a result of an increase in the minimum wage in the City or surrounding jurisdictions; and (iv) costs incurred in response to a federal, state, or local state of emergency (including the COVID-19 pandemic or similar national emergency), including providing personal protective equipment, supplies, staffing, and additional services (including additional health and safety services or requirements)? If the parties are unable to agree on a rate adjustment, then either party may terminate the contract upon 120 days written notice to the other party. Contractor needs price protection for changes requested by the City, or matters that were not contemplated at the time of Contractor's proposal.</p>	<p>Any price increase would have to be approved by the City.</p>
<p>9. Section II Standard Terms and Conditions, Paragraph 5.2 Assignment/Delegation</p> <p>This section states assignment requires prior written consent by the City.</p> <p>Will the City revise to provide such consent is not to be unreasonably withheld, conditioned or delayed?</p> <p>An approval of an assignment should not be leveraged</p>	<p>No</p>

<p>10. RFP, Part B, Sample Contract, Paragraph 38, Service Changes This section states the City may require the addition and/or change of certain terms and conditions of the Agreement. Will the City revise to require the agreement of both the City and Contractor for all revisions to the Agreement? One party to a contract should not have the unilateral ability to change the terms of the contract.</p>	<p>Yes</p>
<p>11. Section III, Special Terms and Conditions, Paragraph 10.4, Requirements This section states a candidate who has a felony conviction shall not be considered for employment subject to limited exceptions. Will the City revise to provide that Contractor will conduct individual assessments of each applicant/employee in accordance with applicable state and federal laws? Contractor will make individualized assessments of applicants with criminal histories but believes automatic disqualification of applicants based on “any felony” violates federal law. Specifically, the U.S. Equal Employment Opportunity Commission (the “EEOC”) has determined that automatically disqualifying applicants based on criminal history may violate Title VII of the Civil Rights Act of 1964. The EEOC’s enforcement guidance is found at: http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm</p>	<p>The cited section does not state contractors must engage in “automatic disqualification” in violation of federal law –the City’s background check policies contain exceptions that allow for the employment of persons with criminal histories on City contracts where appropriate. (See enclosed City of Phoenix Administrative Regulation 4.45, especially section IV B). See attached AR445</p>
<p>12. Section II, Standard Terms and Conditions, Paragraph 6.3, Force Majeure This section does not include riots, protests, strikes, etc. Will the City revise to include riots, strikes, protests, etc.? Contractor should be excused from performance under the contract for circumstances beyond Contractor’s control, including when Contractor’s performance is</p>	<p>Yes</p>

made impossible due to riots, protests, or acts of public unrest.	
<p>13. Section II, Standard Terms and Conditions, Paragraph 8.2, Conditions and Causes for Termination</p> <p>This section states the City may terminate at any time upon thirty (30) days' written notice to Contractor.</p> <p>Will the City revise to provide for 60 days' prior notice of termination, and payment of Contractor's reasonable close-out costs? Contractor may have contract termination costs (including vehicle and real estate lease termination) as well as employment termination obligations required by law (WARN ACT, etc.).</p>	<p>The City may agree to a 60-day termination. "If this contract is terminated, the City will be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the City before the effective date of termination. Title to all materials, work-in-process and completed but undeliverable goods, will pass to the City after costs are claimed and allowed. The Seller will submit detailed cost claims in an acceptable manner and will permit the City to examine such books and records as may be necessary in order to verify the reasonableness of any claims."</p>
<p>14. Section IV, Insurance and Indemnification, Paragraph 1, Indemnification Clause</p> <p>This section states broad Contractor indemnity including all losses, costs, etc. arising out of or in any way related to the performance of the Agreement with the exception of the sole negligence of the City.</p> <p>Will the City revise to limit indemnity to Contractor's negligence or willful misconduct, and exclude claims based on the active negligence and/or willful misconduct by any indemnified party?</p> <p>For damages resulting from the joint negligence of Contractor and an indemnified party, damages should be apportioned on a percentage of fault basis.</p>	No
<p>15. Section I, Instructions, Paragraph 1.1, Statement of Need</p> <p>This section states renewal options are at the City's sole discretion.</p> <p>Will the City revise to provide for renewal upon mutual agreement of the Parties? Extension of the agreement should require mutual agreement.</p>	Yes

<p>16. Section II, Standard Terms and Conditions, Paragraph 4.6, Fund Appropriation Contingency</p> <p>This section states the Agreement remains in effect only as long as the City appropriates funds.</p> <p>Will the City consider a termination for funding issues should be treated in the same manner as a termination for convenience, in which case Contractor should be given 60 days' advance notice and payment of reasonable close-out costs?</p> <p>Contractor will have contract termination costs as well as employment termination obligations required by law (WARN ACT, etc.).</p>	<p>Yes</p>
<p>17. Section II, Standard Terms and Conditions, Paragraph 7.8 Work Product, Equipment and Materials.</p> <p>This section states the City owns all "works made for hire".</p> <p>Will the City clarify this language to make it clear that only data/reports produced specifically for the City under the Agreement are included (as opposed to work product created for Contractor's business generally), and also clarify that software and computer programs provided for the performance of the services are not included and City will not obtain ownership as a result of the Agreement?</p> <p>Contractor will be licensing software for its use in performance of the services. Contractor does not own such software and the City will not acquire ownership of the software as a result of the Agreement (and Contractor has no ability to grant such rights).</p>	<p>Yes</p>
<p>18. Section III, Special Terms and Conditions, Paragraph 10.8, Materiality of Background Screening Requirements</p> <p>This section states the Contractor shall indemnify the City for all background screening requirements – to include more than the City's minimum requirements.</p> <p>Will the City delete this language?</p> <p>This provision is unfair as Contractor can agree to provide background checks within reason and</p>	<p>No. Any risk within the scope of this indemnity provision would arise due to offeror's background screening processes. Because this process is under offeror's control, offeror is in the best position to mitigate this risk.</p>

<p>within the parameters set by the City. To require Contractor to “guess” the level of the search and subsequently indemnify for it is patently unreasonable and risky.</p>	
<p>19. Section 15.4 Key Personnel The RFP lists a number of positions (6) that are considered key positions. Can the list of key personnel be limited to the General Manager and Project Manager?</p>	<p>The number of Key Personnel is left to the discretion of the vendor; however, the vendor must be able to prove that they can meet the contract requirements as proposed.</p>
<p>20. Section 10. Contract Worker Access Controls, Badge And Key Access. The City has identified needed background screening levels of compliance for those associated with the contract. Please advise of the City’s requirement regarding the level of background screening required for the both the Prime Contractor and any associated Subcontractor(s)?</p> <p>The current contract has the following language: “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. The risk level and Background Screening required for this Agreement is Standard Risk. If Contractor administers any program in Group I or Group II through the use of its own fleet and staff of drivers and driver supervisors, Contractor will be required to adhere to Maximum Risk Background Screening requirements for drivers and driver supervisors and Standard Risk Background Screenings for all other workers employed under this agreement.”</p> <p>Can the City amend the RFP to be in alignment with the current contract requirement for this item?</p>	<p>Please see subsections 10.2 and 10.7</p>
<p>21. Section 10. Contract Worker Access Controls, Badge And Key Access: Should the Contractor (Prime) not have a direct subcontract agreement with any of its proposed</p>	<p>If there are no subcontracts related to the performance of the scope of work at any point during the term, contract sections referencing “subcontracts” and “subcontractors” would be generally inapplicable</p>

transportation providers, do the subcontractor requirements in the RFP apply?	
22. Attachment L Please provide the annual revenue hours for Special Program Services, Shuttle and Group Trips for all five (5) years.	Approximately up to 3,000 hours per year, 15,000 hours over 5 years.
23. Startup Can start-up costs be billed separately, and paid to the Contractor at the time of contract signing?	Billing may be negotiated; the vendor will not be paid upon contract signing.
24. Revenue What is the expected annual service level?	Estimated 65,000 shuttle trips a year and 660 groups trips a year
25. Revenue What is the expected daily number of shuttle trips and group trips?	Estimated 270 shuttle trips daily / 4 group trips daily
26. General What are the expectations for daily service revenue hours?	Primarily 8 a.m. to 5 p.m., Monday – Friday, with options for evening and weekend hours as requested by the City.
The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing and returning the <u>entire</u> addendum with the bid or proposal submittal.	
Name of Company: _____ Address: _____ Authorized Signature: _____ Print Name and Title: _____	

