

ADDENDUM 2

(please sign and return with the submittal)

CHANGE:

1. **Section 1, Introductions, Subsection 1.4 Timeline – Schedule of Events** is amended. The Offer Due Date is extended to March 17th, 2023, 2:00pm.
2. **Section 3, Scope of Work, Subsection 3.14 Delivery** is revised to add the following:

All equipment shall be delivered within 60 calendar days of the receipt of orders. **The City will grant time extensions of up to an additional 60 days if requested in writing at the time of receipt of the order with an explanation of the requested delay.**
3. **Section 9, Submittals, Subsection 9.2 Solicitation Response Check List** is revised to add the following:
 - **Offerors shall provide a complete package consisting of hardware and software (all items requested from the Scope of Work) with their submittal for use by the City for testing** (See Evaluation Process and Exhibit A and B). Failure to provide the controller with the offer may result in rejection of the Offer for non-responsiveness (See 1.4 Schedule of Events: Offer Due Date for instruction). **In addition, Offerors shall:**
 - **Provide the complete package free of charge to the City.**
 - **The City will return the complete controller package back to unsuccessful Offerors.**
 - **Unsuccessful Offerors shall either pick up the package or provide a return shipping label.**
 - **Awarded Offeror's controller would be accepted as part of the first order of controllers.**
 - **Provide Three (3) controllers for testing if peer-to-peer is internal to the controller**
 - **Provide Four (4) controllers for testing if peer-to-peer is not internal to the controller, three (3) with peer-to-peer and one (1) without peer-to-peer.**

Note: Changes are in red.

QUESTIONS AND ANSWERS:

Note: Spelling, grammar, and punctuation of the questions are shown exactly as submitted by the potential respondents.

No.	Question	Answer
1.	Would the City please clarify whether the controller hardware and software will be returned to any unsuccessful Offeror? Is the City going to pay for those units?	See Change 3 in Addendum 2.
2.	Consistent with other opportunities for Phoenix, the indemnity obligation is our least	No, the City will not modify Section 7. Defense and Indemnification.



	<p>preferred, and holds the Contractor responsible for indemnifying against all losses except those proven to be “solely a result of Indemnatee’s own negligent or willful acts or omissions.” This means that we could be held responsible for 100% of a loss in a situation where the City’s acts caused 99% of the loss, and the Contractor’s acts caused 1% of the loss. Further, we are responsible to pay the attorneys’ fees to defend the City, regardless of whether the City is ultimately found liable for 100% of the loss. It is important to understand that the indemnification provision could be applied to any losses alleged to have been caused in connection with warranty or support services provided by the Company. Is the City willing to modify this indemnity clause? Would the City consider modifying the indemnity and defense obligation to more fairly apportion liability between the Contractor and City, and hold each party responsible to the extent the party’s wrongful, negligent or willful acts, or errors or omissions caused the loss?</p>	
3.	<p>In regards to 3.5.C.1 will the city consider allowing an external power switch if it is deeply recessed to prevent accidental actuation?</p> <p>Section 3.5.C.1: “External power switch shall not be provided or shall be disabled if provided”</p>	No, the specification prevails, with no exceptions.
4.	<p>The bid requires controller delivery in 60 days upon receipt of PO. Can this be extended due to current industry-wide supply chain challenges on controller components?</p>	See Change 2 in Addendum 2.
5.	<p>The specification documents indicate testing with 3 controllers in Exhibit A Section 3.2. At bid opening (March 10) are we required to provide 1 controller or 3 controllers?</p>	See Change 3 in Addendum 2.
6.	<p>On TS2 Type 2 controllers, the D-connector is not standardized and there are multiple versions. Which specific D-connector is required on the controller?</p>	Offeror’s standard “D” connector is acceptable provided that they can supply a harness that the City can wire into the cabinet should the City need to use the connector. The City has not used the “D” connector in older cabinets where a TS2 Type 2 controller is needed, so the City doesn’t anticipate needing the harness.

The balance of the specifications and instructions remain the same. Bidder must acknowledge receipt and acceptance of this addendum by signing below and returning the entire addendum with the bid or proposal submittal.

Name of Company: _____

Address: _____

Authorized Signature: _____

Print Name and Title: _____