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|  | <p>Solicitation Number: IFB 2425-WAD-641 (SD)<br/> Addendum # 1<br/> Addendum posted date: 07/11/2024<br/> Solicitation Due Date: 07/24/2024, 2:00 p.m., Phoenix Local Time</p> |  |

## Fire Life Safety Systems Inspections, Testing and Repair

This addendum incorporates the following changes into the subject solicitation:

- I. This addendum revises **Section 5 – Special Terms and Conditions**, and adds the following paragraphs of the subject solicitation as follows:

### **5.44. Background Screening**

Contractor agrees that all Contractor and subcontractors' workers (collectively "Contract Worker(s)") pursuant to this Agreement will be subject to background and security checks and screening (collectively "Background Screening") at Contractor's sole cost and expense, unless otherwise provided for in the scope of work. Contractor's background screening will comply with all applicable laws, rules, and regulations. Contractor further agrees that the background screening is necessary to preserve and protect the public health, safety, and welfare. The City requires a completed Contract Worker Badge/Key/Intrusion Detection Responsibilities Agreement for each Contract Worker who requires a badge or key.

### **5.45. Background Screening Risk Level**


The City has established two levels of risk: Standard and Maximum risk. If the scope of work changes, the City may amend the level of risk, which could require the Contractor to incur additional contract costs to obtain background screens or badges.

### **5.46. Terms of This Section Applicable to all Contractor's Contracts and Subcontracts**

Contractor will include Contract Worker background screening in all contracts and subcontracts for services furnished under this agreement.

### **5.47. Materiality of Background Screening Requirements; Indemnity**

The background screening requirements are material to City's entry into this agreement and any breach of these provisions will be deemed a material breach of this contract. In addition to the indemnity provisions set forth in this agreement, Contractor will defend, indemnify, and hold harmless the City for all claims arising out of this background screening section including, but not limited to, the disqualifications of a Contract Worker by Contractor. The background screening requirements are the minimum requirements for the Agreement. The City in no way warrants that these minimum requirements are sufficient to protect Contractor from any liabilities that may arise out of the Contractor's services under this Agreement or Contractor's failure to comply with this section. Therefore, Contractor and its Contract Workers will take any reasonable, prudent, and necessary measures to preserve and protect public health, safety and welfare when providing services under this Agreement.

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#### **5.48. Continuing Duty; Audit**

Contractor's obligations and requirements will continue throughout the entire term of this Agreement. Contractor will maintain all records and documents related to all background screenings and the City reserves the right to audit Contractor's records.

#### **5.49. Variances and Exemptions**


Contract Workers who fall under the following areas may be considered exempt from this policy:

- Federal Homeland Defense Bureau.
- Transportation Security Administration.
- Federal Aviation Administration.
- Department of Public Safety (DPS) Administration – presenting a current Level One Department of Public Safety fingerprint card.
- Arizona or other State Bars.
- Other background checks performed within the last three to five years may be approved if they fit all required criteria herein, at the City's discretion.

#### **5.50. Contractor's Default; Liquidated Damages; Reservation of Remedies for Material Breach**

If Contractor is required to access any City facilities without an escort, City badging is required. Contractor's default under this section will include, but is not limited to, the following:

- Contract Worker gains access to a City facility(s) without the proper badge or key.
- Contract Worker uses a badge or key of another to gain access to a City facility.
- Contract Worker commences services under this agreement without the proper badge, key, or background screening.
- Contract Worker or Contractor submits false information or negligently submits wrong information to the City to obtain a badge, key, or applicable background screening; or
- Contractor fails to collect and timely return Contract Worker's badge or key upon termination of Contract Worker's employment, reassignment of Contract Worker to another City facility or upon the expiration, cancellation, or termination of this Agreement.
- Contractor acknowledges and agrees that the access control, badge, and key requirements in this section are necessary to preserve and protect the public health, safety, and welfare. Accordingly, Contractor agrees to properly cure any default under this section within three business days (excluding weekends and City holidays) from the date notice of default is sent by the City. The parties agree that Contractor's failure to properly cure any default under this section will constitute a breach of this section. In addition to any other remedy available to the City at law or in equity, the Contractor will be liable for and pay to the City the sum of \$1,000.00 for each breach by Contractor in this section. The parties further agree that the sum fixed above is reasonable and approximates the actual or

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anticipated loss to the City at the time and making of this agreement if Contractor breaches this section. Further, the parties expressly acknowledge and agree to the fixed sum set forth above because of the difficulty of proving the City's actual damages if Contractor breaches this section. The parties further agree that three breaches by Contractor in this section arising out of any default within a consecutive period of three months or three breaches by Contractor in this section arising out of the same default within a period of 12 consecutive months will constitute a material breach of this agreement by Contractor and the City expressly reserves all of its rights, remedies and interests under this agreement, at law and in equity including, but not limited to, termination of this agreement.

#### **5.51. Employee Identification and Access**

Contract Workers are forbidden access to designated restricted areas. Access to each building will be as directed by the authorized Phoenix authorized representative. Contract Workers are not authorized access other than during scheduled hours. Access to the building will be directed by the City's authorized representative.

Only authorized Contract Workers are allowed on the premises of the City facilities/buildings. Contract Workers are not to be accompanied in the work area by acquaintances, family members, assistants or any other person unless said person is an authorized Contract Worker.

Unless otherwise provided for in the scope of work:


- Contract Workers must always have city issued badges and some form of verifiable company identification (badge, uniform, employee id).
- Contractor will supply a list of the names and titles of all employees requiring access to the buildings. It is the Contractor's responsibility to provide updates and changes of personnel as necessary.

#### **5.52. Key Access Procedures**

If the Contractor Worker's services require keyed access to enter a City facility(ies), a separate key issue/return form must be completed and submitted by the Contractor for each key issued. Contractor must submit the completed key issue/return form to the appropriate badging office.

#### **5.53. Stolen or Lost Badges or Keys**

Contractor must immediately report lost or stolen badges or keys to the City's appropriate badging office. If the badge/key was stolen, Contract Worker's must report the theft to their local police department. Prior to issuance of a new badge or key, a new badge application or key issue form must be completed, submittal of a police department report for stolen badges, and applicable payment of the fee(s) listed herein.

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#### **5.54. Return of Badge or Key**

All badges and keys are the property of the City and must be returned to the City at the badging office within one business day (excluding weekends and City holidays) of when the Contract Worker's access to a City facility is no longer required to furnish the services under this agreement. Contractor will collect a Contract Worker's badge and key(s) upon the termination of the Contract Worker's employment; when the Contractor Worker's services are no longer required at a City facility(s); or upon termination, cancellation, or expiration of this agreement.

#### **5.55. Badge and Key Fees**


The following constitute the badge and key fees under this agreement, which shall be paid for at the Contractor's sole cost and expense, unless otherwise provided for in the scope of work. The City reserves the right to amend these fees upon a 30-day prior written notice to Contractor.

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|------------------------|-------------------------|
| Initial Badge Fee:     | \$55.00 per application |
| Replacement Badge Fee: | \$55.00 per badge       |
| Lost/Stolen Badge Fee: | \$55.00 per badge       |
| Replacement Key Fee:   | \$55.00 per key         |
| Replacement Locks:     | \$55.00 per lock        |

**II.** This addendum answers the following questions, which the City of Phoenix received (before, during or after) the subject solicitation's pre-proposal conference:

- 1. Question:** Wanted to reach out and see if you could provide me with your current contract and contract pricing for these services.

**Answer:** A record request must be submitted. For clarification on requesting public records, refer to **Section 2 – Instructions, Paragraph 2.19., Public Record** - "All Offers submitted in response to this solicitation will become the property of the City and become a matter of public record available for review pursuant to Arizona State law. 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. An Offeror may request specific information contained within its Offer is treated by the Procurement Officer as confidential provided the Offeror clearly labels the information "confidential." To the extent necessary for the evaluation process, information marked as "confidential" will not be treated as confidential. Once the procurement file becomes available for public inspection, the Procurement Officer will not make any information identified by the Offerors as "confidential" available to the public unless necessary to support the evaluation process or if specifically requested in accordance with applicable public records law. When a public records request for such information is received, the Procurement Officer will notify the Offeror in writing of any request to view any portion of its Offer marked

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“confidential.” The Offeror will have the time set forth in the notice to obtain a court order enjoining such disclosure. If the Offeror does not provide the Procurement Officer with a court order enjoining release of the information during the designated time, the Procurement Officer will make the information requested available for inspection.”

2. **Question:** Please confirm the documents required for submittal are the 10 (9) pages from the Solicitation, the FEE Schedule as well as sending the References?

**Answer:** Refer to Section 8 Submittals, Paragraph 8.2 Solicitation Response Check List, that include: Submittal pages 1 – 10, any posted Addendums, Pricing schedule (Attachment A), and a minimum of three outside references (Attachment B).

3. **Question:** Just for clarification for the FEE schedule it looks like you are just asking for a per unit price for each system?

**Answer:** Refer to Attachment A – Price Schedule, Tab 1 for instructions including units of measure.

All other terms and conditions remain unchanged.

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**Offeror is required to sign and return addendum with their offer.**

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

Address: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

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