

ADDENDUM 2

(please sign and return with the submittal)

CHANGE

1. Section 5.3 Price is hereby deleted in its entirety and replaced with the following:

5.3. Price

All prices submitted shall be firm and fixed for the **initial one-year term** of the contract. Thereafter, price increases will be considered annually provided the adjustments are submitted in writing with 60 days' notice to the Procurement Officer. Price increase requests shall be accompanied with written documentation to support the increase, such as a letter from the manufacturer, published price index, applicable change in law, etc. Price decrease requests do not require supporting documentation and are allowed at any time during the contract term.

The City will be the sole judge in determining the allowable increase amount. Price increases agreed to by any staff other than the Chief Procurement Officer are invalid. The Contractor acknowledges and agrees to repay all monies paid because of a requested price increase unless the increase was specifically approved, in writing, by the Chief Procurement Officer.

2. Section 5.18 Miscellaneous Fees is hereby deleted in its entirety and replaced with the following:

Section 5.18. Miscellaneous Fees

The City will reimburse a supply house opening fee not to exceed \$250 per instance, if supplies are required after hours. The City shall be the sole judge in determining the need for the equipment and supplies. Proof of Contractor's supply hour opening fee shall be provided to CCR for approval and included with Contractor's invoice.

The City shall pay freight and/or shipping and handling, not to exceed \$150 per instance, as approved by the CCR prior to any equipment or supplies shipped. Proof of Contractor's shipping cost shall be included with Contractor's invoice.

Additional charges for fuel surcharges, dealer prep, environmental fees, waste disposal, shop supplies, set-up, etc. will not be paid. These costs must be incorporated in the pricing provided.

Labor rates (On-site) shall be charged as a flat hourly rate and are allowed only in performance of services under this Contract. Travel hours and other incidental fees will not be permitted under this agreement. Labor hours will be from "check-in" to "check-out" at the job site.

ADD

1. Section 5.63, Contractor Requirements for the Mitigation of Heat-Related Illnesses, and Injuries in the Workplace is hereby added to the solicitation:

Section 5.63. Contractor Requirements for the Mitigation of Heat-Related Illnesses and Injuries in the Workplace

Any contractor whose employees and contract workers perform work in an outdoor environment under this contract must keep on file a written heat safety plan. The city may request a copy of this plan and documentation of all heat safety and mitigation efforts currently implemented to prevent heat-related illnesses and injuries in the workplace. The plan must also be posted where it is accessible to employees. At a minimum, the heat safety and mitigation plan and documentation required under this provision shall include each of the following as it relates to heat safety and mitigation:

1. Availability of sanitized cool drinking water free of charge at locations that are accessible to all employees and contract workers.
2. Ability to take regular and necessary breaks as needed and additional breaks for hydration.
3. Access to shaded areas and/or air conditioning.
4. Access to air conditioning in vehicles with enclosed cabs. All such vehicles must contain functioning air conditioning by no later than May 1, 2025.
5. Effective acclimatization practices to promote the physiological adaptations of employees or contract workers newly assigned or reassigned to work in an outside environment.
6. Conduct training and make it available and understandable to all employees and contract workers on heat illness and injury that focuses on the environmental and personal risk factors, prevention, how to recognize and report signs and symptoms of heat illness and injury, how to administer appropriate first aid measures and how to report heat illness and injury to emergency medical personnel.

The Contractor further agrees that this clause will be incorporated in all subcontracts with subcontractors, sublicensees or sublessees who may perform labor or services in connection with this contract. Additionally, the contractor agrees to require all subcontractors, sublicensees or sublessees to include this clause in all contracts with any third party who is contracted to perform labor or services in connection with this contract. It is the obligation of the contractor to ensure compliance by its subcontractors.

VENDOR'S INQUIRIES AND CITY'S RESPONSES

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

No.	Question	Answer
1.	Regarding Section 2.15 of the subject IFB, it states "Offeror must have been in operation a minimum of five years." Compass has been in business for nearly 3 years and possesses experience beyond 5 years applicable to the scope of work. Additionally, my plumbing subcontractor also possesses far more than the required experience. Will the City consider offerors that meet all other requirements other than 5 years of operation requirement?	No. Offeror must have been in operation a minimum of five years. The Offeror's normal business activity during the past five years will have been for providing the goods or services in this solicitation.
2.	I noticed that there is no confined space premium rate, many times we are asked to service lift stations and sump pits after hours, weekends and holidays so that they can be taken out of service without disruption to the facility staff, this would fall outside of the 7am-5pm Monday – Friday timeframe and requires confined space. How are we going to handle those circumstances as this would constitute premium confined space time?	See the Revised Pricing Proposal at https://solicitations.phoenix.gov/Solicitations/Details/1973
3.	There have been instances when we need to replace large commercial water heaters in the middle of the night which requires opening a supply house after hours for a fee of \$225-\$600 plus delivery	See City's change to Section 5.18 Miscellaneous Fees on page one of this Addendum 2.

	<p>costs to the site, how will that emergency opening fee be paid or reimbursed to the contractor?</p>	
<p>4.</p>	<p>The contract states the city will not pay shipping or transportation costs for materials. In the instance of special order items that fee can be a range of \$25-\$600 depending on what was ordered, there is not a universal shipping charge, how this would be handled, are we able to decline orders if the shipping cost is more than we are willing to absorb? Also we have had departments specifically request overnight shipping at an increased cost to us, would we be able to decline to offer such service so that we can manage our pricing/costs?</p>	<p>The City will pay shipping costs, including overnight shipping, with proof of shipping costs without markup, and submitted to City Department Representative for approval prior to placement of a special order. Proof of shipping costs must also be submitted with invoice(s).</p> <p>Also, see Section 5.5 Method of Invoicing.</p>
<p>5.</p>	<p>In the instance of special order materials, we have ordered and received items that are special order and then had the city want them returned, often these items are not returnable or there is a restocking fee ranging from 10%-30% of the cost. Would the city be responsible for restocking fees or should we decline returns on special order and require payment and deliver product to city for storage?</p>	<p>The City will be responsible for any special order or restocking fees when the fees are incurred based solely on the City's acts or omissions or upon cancellation of the special order by City.</p>
<p>6.</p>	<p>Saw Cutting – Is this section to include removal and disposal of concrete or asphalt?</p>	<p>Offeror's price must include removal and disposal costs. See the revised Pricing Proposal at https://solicitations.phoenix.gov/Solicitations/Details/1973</p>

7.	Emergency Call – This section states there is a flat response fee but it should include all labor and equipment – would this mean that for an emergency call it is that fee plus hourly rate or just a flat fee since it states labor included? Would the emergency call flat fee apply to emergency calls during the hours of 7am-5pm Monday through Friday excluding holidays?	An emergency dispatch fee (per initial response occurrence) plus the labor rate(s) identified in Offeror's pricing proposal shall be paid. Emergency services shall be determined by the City.
8.	The city indicates that payment will be made within 60 days, however if not paid within 60 days is there a standard late fee that would apply?	The reference in Section 5.22 Final Payment refers to the City's final payment under a contract.
9.	The contract states that the city may supply materials to complete a project – typically a contractor would not warranty materials provided by others as they are not covered by our insurance and we can not guaranty the quality of the product nor would we be able to honor a manufacturer warranty on something not provided by us – would the city accept a waiver of contractor warranty and liability on any and all materials that were not provided by the contractor?	Contractor shall warrant all materials provided by Contractor.
10.	The contract states that there is no allowable mark up to the city for materials – would the contractor be allowed to decline a material only purchase from the city	This contract is for services. We do not anticipate any material-only purchases.

	since that would cause a financial loss as the result of administrative staff placing, tracking, receiving the order and also a loss to the company due to the contract provisions that prevent the contractor from charging shipping costs?	
11.	The city is requesting supplier invoices for parts in conjunction with our billable invoice – we carry truck stock so that we are able to respond in the 2 hour emergency timeframe as it would not be possible in some instances to stop and purchase for a specific job and still respond in 2 hours – how would we proceed with providing appropriate documentation to substantiate costs for truck stock items?	Offerors are referred to Section 5.5 Method of Invoicing.
12.	Since there is no material mark up allowed is the city able to provide any data related to what percentage of work under this contract is anticipated to include materials so that the contractor can bid accordingly?	Because the resulting contract will be utilized on a citywide basis, the City cannot forecast future business needs. See also Section 5.9 Estimated Quantities.

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: _____