

## ADDENDUM 1

(Please sign and return with the submittal)

Please make the following changes to the above-referenced solicitation:

1. Add the following to Section 5 – Special Terms and Conditions:

### 5.33.Liquidated Damages

If the Contractor fails to deliver the supplies or perform the services within the time specified in its contract, or any extension thereof, the actual damages to the City for the delay will be difficult or impossible to determine. Therefore, in lieu of actual damages, the Contractor shall pay to the City as fixed, agreed and liquidated damages for each calendar day of the delay, the amount of \$250.00 per day. The City may terminate this contract in whole or in part as provided in the “Default” provision. In that event, the Contractor shall be liable for such liquidated damages accruing until the City may reasonably obtain delivery or performance of similar supplies and services. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond its control and without fault or negligence, as determined by the City. The Aviation Deputy Director or Aviation Department Director will be the sole judge in determining the liquidated damages.

## QUESTIONS AND ANSWERS:

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

No.	Question	Answer
1.	<p>Are we required to have all 4 tax numbers listed below?</p> <p><b>TO THE CITY OF PHOENIX</b> - The Undersigned hereby offers and agrees to furnish the material and or service(s) in compliance with all terms, conditions, specifications, and addenda issued as a result of a solicitation.</p> <p>Arizona Sales Tax No. Use Tax No. for Out-of-State Suppliers City of Phoenix Sales Tax No. Arizona Corporation Commission File No.</p>	<p>Please list the information your company is in possession of. Per section 2.7- Business in Arizona, of IFB 25-0518, “<i>The City will not enter into contracts with Offerors (or any company (ies)) not granted authority to transact business, or not in good standing, in the State of Arizona by the Arizona Corporation Commission,</i>”</p>
2.	<p>Is the 3 day delivery requirement hard?</p>	<p>Yes, a 3-day delivery on all stock filters is a requirement, but the City will except later delivery of specialty filters with prior approval of the Aviation Department Representative (ADR).</p>

3.	Can we offer Merv 11 pleated filters in lieu of Merv 10?	Yes, Merv 11 on pleated filters is acceptable.
4.	Are the pleats per foot a hard requirement? 9. The 1" filters must have a minimum of 16 pleats/lineal ft. 10. The 2" filters must have a minimum of 15 pleats/lineal ft. 11. The 4" filters must have a minimum of 15 pleats/lineal ft.	Yes, the minimum pleat requirement will remain unchanged. Please see section 3.12 - Filter Specifications.
5.	Is the City of Phoenix Aviation Dept sales Tax Exempt?	No, Contractor will pay all federal, state and local taxes applicable to its operation and any persons employed by the Contractor, and require the same of all subcontractors. Please see Section 4.10 State and Local Transaction Privilege Taxes, 4.11 Tax Indemnification, and 4.12 Tax Responsibility Qualification.
6.	Do we need to include sales tax in our quote?	All applicable taxes must be included in the quote.
7.	What is the approx. contract value?	The City will not be providing the contract value during the solicitation process.
8.	Please confirm if the filter replacements will be determined by mag readings or specific time intervals? If on readings, is the city asking for monthly labor readings to be performed? Are those monetary penalties still applicable with this contract?	Filter replacements will be determined by specific time intervals (see sections 3.11 Filter Change Frequency, 3.17 Filter Replacement Schedule and 3.18 Inspections and Monthly Reports).
9.	Section 3.17-D: explain further the "Liquidated Damages" clause? The 2020 RFQ (IFB20-029 pg. 67) had a Performance Standards Table with 10 standards listed that were enforceable by a city fine against the vendor? Are those monetary penalties still applicable with this contract?	Please see IFB 25-0518 Addendum 1, 1. 5.33 Liquidated damages. The monetary penalties for the IFB 20-029 are not valid for this solicitation.
10.	The city is asking for standard working hours to be 10pm-6am? This is 3 <sup>rd</sup> shift differential labor, as such, technicians must be compensated at a higher rate. Is the city willing to accept a shift differential for the requested hours?	No, the city will not consider higher rate for shift differential. All other costs should be included in the labor rate (see Exhibit B Pricing, Item no. 54, Standard Filter Installation Rate in this IFB).

11.	Page 22 Extended Surface Bags; B.4 – The industry considers a “completely self-supporting” bag to be a “stiff pocket” bag. Previous bags at Sky Harbor were “floppy pocket” bags. Please confirm which the airport is asking for/required?	Floppy pocket bags are acceptable.
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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: \_\_\_\_\_