IFB 17-178
Barricade and Warning Device Rental/Set-up – Requirements Contract

The following applies and will supersede any conflicting provisions, instructions or attachments in the IFB.

CLARIFICATION:

1. **Question:** For the ingress/egress plans, are the barricade technicians required to standby onsite until take down time?

   **Answer:** Yes, the contractor’s technicians will be required to standby onsite until take down time.

2. **Question:** On average, how many deliveries & pick-ups are scheduled daily?

   **Answer:** Due to the large number of citywide departments who consistently utilize this agreement, detailed records of an average daily pick-up and delivery schedule are not available. However, as an example, for the Street Maintenance Division; Approximately 1,300 – 3,000 barricade setups are done on an annual basis.

3. **Question:** Do Water Wall Barriers need to be filled? If so, what is the allowable time to have them filled after installation?

   **Answer:** Reference Section VI-Submittals, 5. Bid Price Schedule, Group 1, Item No. 37. A Water Wall Barrier must be filled upon the ordering department’s request. These barriers must be filled either in accordance with the approved T.R.A.C.S. permit, as part of the installation, or as soon as possible. At a maximum all barriers must be filled within 4 to 6 hours after installation. Barriers must be fully sealed and water tight in order to prevent leakage.

4. **Question:** Concrete Barrier Wall 20ft Sections, under what application will they be utilized (Road Work)?

   **Answer:** For example, the Concrete Barrier Walls may be requested by the Phoenix Convention Center for public life safety and security measures directly related to activities on the streets surrounding the Phoenix Convention Center.

5. **Question:** Will Concrete Barrier Walls require end treatments (attenuators/sand barrels)?

   **Answer:** No, the concrete barrier walls will not require end treatments.

6. **Question:** Liquidated damages are imposed after a days delay, does the penalty occur if the delivery is still in the current day but an hour late?

   **Answer:** No, liquidated damages would not be imposed for a delay of 1 hour.

7. **Question:** Can a list of special event work orders be provided for the current contract?

   **Answer:** In the previous fiscal year the City issued approximately (160) orders for special events with an average spend around $550,000.00. Additionally, extensive information concerning special events is provided within the solicitation, within the City of Phoenix 2017 Traffic Barricade Manual, Chp. 9 Special Events, and can be found at [http://www.phoenix.gov/specialevents](http://www.phoenix.gov/specialevents). In order to obtain a physical copy of a list of work...
orders, a Public Records Request would need to be made. The process for this request can be started here; https://www.phoenix.gov/formssite/Forms/publicrecordsrequest.aspx

Arizona Public Records Law (A.R.S. 39-121) requires a description and statement of purpose be provided to request public records. Although requests are not required to be in writing, the City of Phoenix provides a form (located on the website described above) to ensure timely and accurate fulfillment by aiding in clarification, workflow and reporting. If you need assistance filling out this form, please call (602) 262-7177 or visit the City Clerk Department at City Hall, 200 W. Washington, 15th Floor, Phoenix, AZ 85003. Submission of this form or verbal confirmation of its contents will be required to process requests.

8. **Question:** Section 1 – Item #23, Contract Award; Can this item be removed?

**Answer:** No, the language provided in Section 1 – Item #23, Contract Award, has been approved as written by the City of Phoenix Law Department. Furthermore, the language put forth in this particular section is provided to inform potential bidders as to the method(s) in which the City intends to award a contract as a result of this solicitation.

9. **Question:** What is the reported count of emergency call out’s performed in the previous year?

**Answer:** In the previous fiscal year the City issued approximately (900) orders for emergency call-out’s with an average spend around $250,000.00.

10. **Question:** Section V- Item 13, Contractor Qualifications Requirements; Why are the equipment requirements not adequate to cover the necessary amount of devices needed for the contract?

**Answer:** Reference Section III – Special Terms and Conditions, 17. Specifications. The specifications associated with this solicitation are intended to generally describe, at a minimum, a complete installation and/or project. Any additional materials or labor required to complete a project as intended will be provided by the contractor, whether or not it has been detailed in this solicitation. In addition, reference Section VI- Submittals, 5. Bid Price Schedule, Group 1, this section details equipment and services that must be available for the City to rent by the day, rent by the hour and/or purchase in order to meet the requirements of any proposed project.

11. **Question:** What is the estimated annual value for the new contract or the new contract ceiling/cap total to spend at the end of the 5 year term?

**Answer:** The estimated annual value/usage for any new contract resulting from this solicitation is based on historical data, the City’s average annual spend under the current agreement has typically been between $1.5 and $1.8 million dollars per fiscal year. Based on this historical data, the City anticipates an estimated annual value/usage for any new contract to remain around the same level. At this time, there is no set “cap” or estimated total spend at the end of any 5 year contract term. The total contract amount/value at the end of 5 years will be dependent upon actual usage and pricing obtained through this solicitation.
12. **Question:** Are previous contract bid tabulation sheets available for review?

**Answer:** A Public Records Request can be made to obtain this information. The process for this request can be started here; [https://www.phoenix.gov/formssite/Forms/publicrecordsrequest.aspx](https://www.phoenix.gov/formssite/Forms/publicrecordsrequest.aspx)

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13. **Question:** Can the last 30 work orders be provided for the current contract?

**Answer:** Multiple departments consistently utilize this agreement on a daily basis and services are currently ordered using different methods. An interested party would need to identify the particular department from which they desire to obtain the last 30 work orders and submit a Public Records Request, which must be made in order to obtain this information. The process for this request can be started here; [https://www.phoenix.gov/formssite/Forms/publicrecordsrequest.aspx](https://www.phoenix.gov/formssite/Forms/publicrecordsrequest.aspx)

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14. **Question:** Will each payment under this contract be by J.P. Morgan’s SUA – Single-Use Accounts, which are subject to credit card processing fees?

**Answer:** See the next section in this addendum, titled, “Replace”. Part of the solicitations Section II – Standard Terms and Conditions is replaced/updated below and will require the contractor to fill in the appropriate information as requested in 4.1 below.
REPLACE:

1. SECTION II – STANDARD TERMS AND CONDITIONS, ITEM 4. COSTS AND PAYMENTS, is hereby replaced as follows:

4. COSTS AND PAYMENTS:

4.1. PAYMENT TERMS & OPTIONS: Vendors must choose an option, however if a box is not checked, the City will default to 0% - net 45 days:

☐ Contractor offers a prompt payment discount of _______ % - 30 days to apply after receipt of invoice or final acceptance of the products (invoice approval), whichever date is later, starts the 30 days. If no prompt payment discount is offered, enter 0 in the % space to indicate net 45 days, otherwise payment terms shall be 2% - 30 days, net 45 days; effective after receipt of invoice or final acceptance of the products, whichever is later. Payment terms offering a discount will not be considered in the price evaluation of your offer.

☐ Contractor may be paid immediately upon invoice approval, if enrollment is made to the Single Use Account (SUA) Program, administered by the City’s servicing bank (“Bank”). By checking this box, the vendor accepts transaction costs charged by their merchant bank and agrees not to transfer to the City those extra charges. The City will not pay an increase in our services for the SUA charges; if an audit uncovers an upcharge for the SUA charges the vendor will owe the City all costs. The vendor may opt-out of the SUA program once, but then may not rejoin during the same contract term.

4.2. GENERAL: Any prompt payment terms offered must be clearly noted by the Contractor on all invoices submitted to the City for the payment of goods or services received. The City will make every effort to process payment for the purchase of material or services within thirty to forty-five calendar days after receipt of a correct invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the account. Payment terms are specified in the Offer.

4.3. PAYMENT DEDUCTION OFFSET PROVISION: Contractor acknowledges that the City Charter requires that no payment be made to any Contractor as long as there is an outstanding obligation due to the City. Contractor agrees that any obligation it owes to the City will be offset against any payment due to the Contractor from the City.

4.4. LATE SUBMISSION OF CLAIM BY CONTRACTOR: The City will not honor any invoices or claims which are tendered one year after the last item of the account accrued.

4.5. DISCOUNTS: Payment discounts will be computed from the date of receiving acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

4.6. NO ADVANCE PAYMENTS: Advance payments are not authorized. Payment will be made only for actual services or commodities that have been received.

4.7. FUND APPROPRIATION CONTINGENCY: The Vendor recognizes that any agreement entered into will commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The Vendor and the City herein recognize that the continuation of any contract after the close of any given fiscal year of the City, which ends on June 30th of each year, will be subject to the approval of the budget of the City providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget.
4.8. **MAXIMUM PRICES**: The City will not be invoiced at prices higher than those stated in any contract resulting from this Offer. Contractor certifies, by signing this Offer that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. Contractor further agrees that any reductions in the price of the goods or services covered by this Offer and occurring after award will apply to the undelivered balance. The Contractor will promptly notify the City of such price reductions.

4.9. **F.O.B. POINT**: All prices are to be quoted F.O.B. delivered, unless specified elsewhere in this solicitation.

**INSERT:**

1. The following special term and condition is hereby inserted in Section III – SPECIAL TERMS AND CONDITIONS and hereby made a part of this solicitation:

22. **POST AWARD CONFERENCE** - A post award conference may be requested by any Department prior to commencement of any work on a project. The purpose of this conference is to discuss critical elements of the work schedule and operational problems and procedures.

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

Name of Company: _____________________________________________________________

Address: ______________________________________________________________________

Authorized Signature: ______________________________________________________________________

Print Name and Title: ______________________________________________________________________