

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302**

4/11/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid # 37141 for Maintenance and Repair Services of Three (3) Unmanned Gates (Aircraft Rescue Fire Fighter (ARFF) Gate, Gate 28, and Gate 42), Model 450 K-12 Cantilever Sliding Located Along Aeronautical Perimeter at LaGuardia Airport (LGA)

Due back on 4/15/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

The following changes/modifications are hereby made to the solicitation documents:

In the Bid document Section Part IV **delete** Exhibit C. Item C.1 **and replace with the attached document.**

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions, which have been submitted by Bidders to the Port Authority. It addresses only those questions, which the Port Authority has deemed to require additional information and/or clarification. The fact that information has not been supplied with respect to any questions asked by a Bidders does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction, or implication with respect to the terms.

The Port Authority makes no representations, warranties or guarantees that the information contained herein is accurate, complete or timely or that such information accurately represents the conditions that would be encountered during the performance of the Contract. The furnishing of such information by the Port Authority shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Bidder, by submitting its Bid, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority, its Commissioners, officers, agents, representatives, or employees, oral or in writing, shall impair or limit the effect of the warranties of the Bidder required by this Bid or Contract and the Bidder agrees that it shall not hold the Port Authority liable or responsible therefor in any manner whatsoever.

PS11All

The Questions and Answers numbering sequence will be continued sequentially in any forthcoming Addenda that may be issued.

Question #1	On the pricing pages Exhibit C. Item C.1 – There is no \$ dollar value listed under the Estimated 3 Year Net Price for this item. It is not clear how to complete this pricing item.
Answer #1	See Updated Attachment.
Question #2	Was the bid walk thru mandatory ? Are only the bidders who attended the Pre bid allowed to bid on this? Please advise
Answer #2	The Facility Inspection was not mandatory. A Bidder did not need to attend the Facility Inspection in order to submit a bid.
Question #3	<p>Exception:</p> <p>Part III, page 6, section 5.a.IV;</p> <p>Original If the Contractor fails to respond to a request for Emergency Service within the four (4) hours response time provided by the specifications, the Authority will liquidate at the rate of \$200.00 per hour for each hour past the four (4) hour response time that the Contractor fails to provide the required service.</p> <p>Proposed If the Contractor fails to acknowledge a request for Emergency Service within the four (4) hours response time provided by the specifications, the Authority will liquidate at the rate of \$200.00 per hour for each hour past. If local service is required, it shall begin within twenty four (24) hours of acknowledgement, unless approval from the Manager is obtained.</p>
Answer #3	The proposed change made above is not acceptable.
Question #4	<p>Exception:</p> <p>Part V, page 2, section 1</p> <p>Original “Emergency Services (Maintenance Only)” – Contractor shall respond to all requests of “Emergency Service” with four (4) hours after the Manager’s request; Emergency Service shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays. All repairs to the Unmanned Gates are required to be made immediately. The Contractor’s staff responding to the emergencies on the Unmanned Gates are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such</p>

	<p>labor and/or material with the time period designated by the Manager but in no event later than the four (4) hours following the Manager’s approval that such labor and/or materials are required. The Contractor will be separately compensated as provided in the Extra work clause of the Contract only for such repairs that designated by the Manager as Extra Work.</p> <p>Proposed “Emergency Services (Maintenance Only)” – Contractor shall acknowledge all requests of “Emergency Service” with four (4) hours after the Manager’s request; Emergency Service shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays. All repairs to the Unmanned Gates are required to be made within twenty four (24) hours. The Contractor’s staff responding to the emergencies on the Unmanned Gates are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or material within the time period designated by the Manager, but in no event later than the four (4) hours following the Manager’s approval that such labor and/or materials are required. The Contractor will be separately compensated as provided in the Extra work clause of the Contract only for such repairs that designated by the Manager as Extra Work.</p>
Answer #4	The proposed change made above is not acceptable.
Question #5	<p>Exception: Part V, page 6, section C</p> <p>Original Contractor shall respond to all requests of “Emergency Service” with four (4) hours after the Manager’s request; Emergency Service shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays. All repairs to the Unmanned Gates are required to be made immediately. The Contractor’s staff responding to the emergencies on the Unmanned Gates are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or material with the time period designated by the Manager but in no event later than the four (4) hours following the Manager’s approval that such labor and/or materials are required. The Contractor will be separately compensated as provided in the Extra work clause of the Contract only for such repairs that designated by the Manager as Extra Work.</p>

	<p>Proposed Contractor shall acknowledge all requests of “Emergency Service” with four (4) hours after the Manager’s request; Emergency Service shall be available twenty-four (24) hours per day, seven (7) days per week, including holidays. All repairs to the Unmanned Gates are required to be made within twenty four (24) hours. The Contractor’s staff responding to the emergencies on the Unmanned Gates are required to remain and complete all necessary repairs. If the scope of the repair is such that additional labor and/or materials are required, the Contractor shall supply such labor and/or material within the time period designated by the Manager, but in no event later than the four (4) hours following the Manager’s approval that such labor and/or materials are required. The Contractor will be separately compensated as provided in the Extra work clause of the Contract only for such repairs that designated by the Manager as Extra Work.</p>
Answer #5	The proposed change made above is not acceptable.

This communication should be initialed by you and annexed to your Bid upon submission.

In case any Bidder fails to conform to these instructions, its Bid will nevertheless be construed as though this communication had been so physically annexed and initialed.

THE PORT AUTHORITY OF NY & NJ

KATHY LESLIE WHELAN
ASSISTANT DIRECTOR
COMMODITIES AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LESLEY BROWN, WHO CAN BE REACHED AT (201) 395-3469 or at lbrown@panynj.gov.

EXHIBIT C

Compensation for Parts and Materials Purchased by the Contractor for routine maintenance repairs and Extra Work:

	<u>Estimated 3 Year Net Price</u>		<u>Contractor's Percentage Mark-up/Discount</u>		<u>Markup /-Discount \$</u>		<u>Estimated 3 Year Net Price</u>		<u>Total Estimated 3-Year Cost</u>
C.1	\$ 100,000	x	_____ %	=	\$ _____	+	\$100,000	=	\$ _____

The percent (%) Mark-up /Discount is not subject to adjustment and must be valid for the duration of the Contract, including any options, if exercised.