

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FLOOR  
NEW YORK, NY 10007**

8/27/2015

ADDENDUM # 1

To prospective Bidder(s) on Bid # 1 for HVAC MAINTENANCE SERVICES AT VARIOUS PORT AUTHORITY FACILITIES IN NEW YORK.

Due back on 9/2/2015, no later than 11:00AM

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

<b><i>Question # 1</i></b>	I would like to clarify the Union and Non-Union option in this bid. Because we are Non-Union and there are some locations that need a union. Would you tell me if we are qualified for them or we can perform work only those that are non-union.
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PS11All

<i>Answer # 1</i>	There are no union and non-union options. Refer to Part V, Section 1 entitled "Specific Definitions" section a., Attachment A – Port Authority New York Facilities and Standard Contract Terms and Conditions Part II General Provisions, Section 9 entitled "Harmony"
<i>Question #2</i>	Please provide the current contract's pricing.
<i>Answer #2</i>	See attached current contract's pricing

**FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST RECENT PURCHASE:**

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The material requested may be based on a different specification and/or different quantity or delivery requirements than those in future solicitations.

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  
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-4625 or at LSANTANA@panynj.gov.

**Pricing Sheet - YEAR ONE**

**A. MATERIALS**

Estimated Amount of Net Cost Materials (Non-scheduled Maintenance): \$25,000<sup>m</sup>

Enter Markup percentage: 15%

Total Estimated Materials and Markup: \$25,000 + \$ 3,750<sup>m</sup> = \$ 28,750<sup>m</sup>  
 (Markup) (Sum of A)

**B. LABOR - SCHEDULED INSPECTIONS & MAINTENANCE PRICE**

Unit price includes cost of labor to replace defective parts and the cost of such defective parts; labor to perform preventive maintenance, and the cost of parts and materials for such maintenance.

	Price Per Unit	No. Of	Total Est. Annual
	Per Month	Units	Contract Price <sup>m</sup>
1) 1 Ton to 7 Tons	\$ <u>65</u>	21 X	12 = \$ <u>16,380</u>
2) 7.5 to 13 Tons	\$ <u>75</u>	6 X	12 = \$ <u>5,400</u>
3) 14 to 20 Tons	\$ <u>20</u>	8 X	12 = \$ <u>1,920</u>

Total Estimated Scheduled Inspections & Maintenance: \$ 23,700<sup>m</sup>  
 (Sum of 1,2,3 = Total for B)

**C. LABOR - CALL-IN SERVICE (Non-Emergency Calls)**

	Estimated Hours	Hourly	Total Est. Annual
	For Rate	Price	Contract Price
1) Regular Work Hours	<u>300</u> X	\$ <u>75</u>	= \$ <u>22,500</u>
2) Overtime Work Hours	<u>100</u> X	\$ <u>50</u>	= \$ <u>5,000</u>

Total Estimated Call-in: \$ 27,500  
 (Sum of 1,2 = Total for C)

**D. LABOR - CALL-IN SERVICE (Emergency Calls)**

	Estimated Hours	Hourly	Total Est. Annual
	For Rate	Price <sup>m</sup>	Contract Price
1) Regular Work Hours	<u>300</u> X	\$ <u>60</u>	= \$ <u>18,000</u>
2) Overtime Work Hours	<u>100</u> X	\$ <u>50</u>	= \$ <u>5,000</u>

Prices per labor hour noted above are all-inclusive of wages and benefits and also include but not limited to: the Contractor's overhead, including tolls, travel time, taxes required by law and cost of vehicle use and profit. The Port Authority will not pay for travel time under this Contract, only actual hours worked at the Facility work site.

The Call-In service Hourly Rate shall not include cost for parts - parts replaced are included under Section A, Materials (above).

Total Estimated Call-in: \$ 23,000  
 (Sum of 1,2 = Total for D)

**E. TOTAL ESTIMATED CONTRACT PRICE - YEAR 1:** \$ 102,950  
 (Sum of Total for A + Total for B + Total for C + Total for D = E)

**Pricing Sheet - YEAR TWO**

**A. MATERIALS**

Estimated Amount of Net Cost Materials (Non-scheduled Maintenance): \$25,000

Enter Markup percentage: 10 %

Total Estimated Materials and Markup: \$25,000 + \$ 2,500 = \$ 27,500  
 (Markup) (Sum of A)

**B. LABOR - SCHEDULED INSPECTIONS & MAINTENANCE PRICE**

Unit price includes cost of labor to replace defective parts and the cost of such defective parts; labor to perform preventive maintenance, and the cost of parts and materials for such maintenance.

	Price Per Unit Per Month	No. Of Units	Months	Total Est. Annual Contract Price
1) 1 Ton to 7 Tons	\$ <u>65</u>	X 21	X 12 =	\$ <u>16,380</u>
2) 7.5 to 13 Tons	\$ <u>75</u>	X 6	X 12 =	\$ <u>5,400</u>
3) 14 to 20 Tons	\$ <u>20</u>	X 8	X 12 =	\$ <u>1,920</u>

Total Estimated Scheduled Inspections & Maintenance: \$ 23,700  
 (Sum of 1,2,3 = Total for B)

**C. LABOR - CALL-IN SERVICE (Non-Emergency Calls)**

	Estimated Hours For Rate		Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u>	X	\$ <u>75</u>	= \$ <u>22,500</u>
2) Overtime Work Hours	<u>100</u>	X	\$ <u>50</u>	= \$ <u>5,000</u>

Total Estimated Call-in: \$ 27,500  
 (Sum of 1,2 = Total for C)

**D. LABOR - CALL-IN SERVICE (Emergency Calls)**

	Estimated Hours For Rate		Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u>	X	\$ <u>60</u>	= \$ <u>18,000</u>
2) Overtime Work Hours	<u>100</u>	X	\$ <u>50</u>	= \$ <u>5,000</u>

Prices per labor hour noted above are all-inclusive of wages and benefits and also include but not limited to: the Contractor's overhead, including tolls, travel time, taxes required by law and cost of vehicle use and profit. The Port Authority will not pay for travel time under this Contract, only actual hours worked at the Facility work site.

The Call-In service Hourly Rate shall not include cost for parts - parts replaced are included under Section A, Materials (above).

Total Estimated Call-in: \$ 23,000  
 (Sum of 1,2 = Total for D)

**E. TOTAL ESTIMATED CONTRACT PRICE - YEAR 2:** \$ 101,700  
 (Sum of Total for A + Total for B + Total for C + Total for D = E)

**Pricing Sheet - YEAR THREE**

**A. MATERIALS**

Estimated Amount of Net Cost Materials (Non-scheduled Maintenance): \$25,000

Enter Markup percentage: 10 %

Total Estimated Materials and Markup: \$25,000 + \$ 2,500 = \$ 27,500  
 (Markup) (Sum of A)

**B. LABOR - SCHEDULED INSPECTIONS & MAINTENANCE PRICE**

Unit price includes cost of labor to replace defective parts and the cost of such defective parts; labor to perform preventive maintenance, and the cost of parts and materials for such maintenance.

	Price Per Unit Per Month	No. Of Units	Months	Total Est. Annual Contract Price
1) 1 Ton to 7 Tons	\$ <u>75</u>	X 21	X 12 =	\$ <u>18,900</u>
2) 7.5 to 13 Tons	\$ <u>80</u>	X 6	X 12 =	\$ <u>5,760</u>
3) 14 to 20 Tons	\$ <u>20</u>	X 8	X 12 =	\$ <u>1,920</u>

Total Estimated Scheduled Inspections & Maintenance: \$ 26,580  
 (Sum of 1,2,3 = Total for B)

**C. LABOR - CALL-IN SERVICE (Non-Emergency Calls)**

	Estimated Hours For Rate		Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u>	X	\$ <u>80</u>	= \$ <u>24,000</u>
2) Overtime Work Hours	<u>100</u>	X	\$ <u>45</u>	= \$ <u>4,500</u>

Total Estimated Call-in: \$ 28,500  
 (Sum of 1,2 = Total for C)

**D. LABOR - CALL-IN SERVICE (Emergency Calls)**

	Estimated Hours For Rate		Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u>	X	\$ <u>60</u>	= \$ <u>18,000</u>
2) Overtime Work Hours	<u>100</u>	X	\$ <u>50</u>	= \$ <u>5,000</u>

Prices per labor hour noted above are all-inclusive of wages and benefits and also include but not limited to: the Contractor's overhead, including tolls, travel time, taxes required by law and cost of vehicle use and profit. The Port Authority will not pay for travel time under this Contract, only actual hours worked at the Facility work site.

The Call-In service Hourly Rate shall not include cost for parts - parts replaced are included under Section A, Materials (above).

Total Estimated Call-in: \$ 23,000  
 (Sum of 1,2 = Total for D)

**E. TOTAL ESTIMATED CONTRACT PRICE - YEAR 3:** \$ 105,580  
 (Sum of Total for A + Total for B + Total for C + Total for D = E)

**Pricing Sheet - YEAR FOUR**

**A. MATERIALS**

Estimated Amount of Net Cost Materials (Non-scheduled Maintenance): \$25,000

Enter Markup percentage: 15 %

Total Estimated Materials and Markup: \$25,000 + \$ 3750 = \$ 28,750  
 (Markup) (Sum of A)

**B. LABOR - SCHEDULED INSPECTIONS & MAINTENANCE PRICE**

Unit price includes cost of labor to replace defective parts and the cost of such defective parts; labor to perform preventive maintenance, and the cost of parts and materials for such maintenance.

	Price Per Unit Per Month	No. Of Units	Months	Total Est. Annual Contract Price
1) 1 Ton to 7 Tons	\$ <u>75</u>	X 21	X 12 =	\$ <u>18,900</u>
2) 7.5 to 13 Tons	\$ <u>80</u>	X 6	X 12 =	\$ <u>5760</u>
3) 14 to 20 Tons	\$ <u>25</u>	X 8	X 12 =	\$ <u>2400</u>

Total Estimated Scheduled Inspections & Maintenance: \$ 27,060  
 (Sum of 1,2,3 = Total for B)

**C. LABOR - CALL-IN SERVICE (Non-Emergency Calls)**

	Estimated Hours For Rate	Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u> X	\$ <u>80</u>	= \$ <u>24,000</u>
2) Overtime Work Hours	<u>100</u> X	\$ <u>45</u>	= \$ <u>4500</u>

Total Estimated Call-in: \$ 28,500  
 (Sum of 1,2 = Total for C)

**D. LABOR - CALL-IN SERVICE (Emergency Calls)**

	Estimated Hours For Rate	Hourly Price	Total Est. Annual Contract Price
1) Regular Work Hours	<u>300</u> X	\$ <u>60</u>	= \$ <u>18,000</u>
2) Overtime Work Hours	<u>100</u> X	\$ <u>50</u>	= \$ <u>5000</u>

Prices per labor hour noted above are all-inclusive of wages and benefits and also include but not limited to: the Contractor's overhead, including tolls, travel time, taxes required by law and cost of vehicle use and profit. The Port Authority will not pay for travel time under this Contract, only actual hours worked at the Facility work site.

The Call-In service Hourly Rate shall not include cost for parts - parts replaced are included under Section A, Materials (above).

Total Estimated Call-in: \$ 23,000  
 (Sum of 1,2 = Total for D)

E. TOTAL ESTIMATED CONTRACT PRICE - YEAR 4: \$ 107,310.  
 (Sum of Total for A + Total for B + Total for C + Total for D = E)

**PART IV - SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)**

PART IV - 8

Total Estimated Contract Price for Year One thru Four

Contract Year One total (from TOTAL ESTIMATED CONTRACT PRICE - YEAR ONE) \$ 102,950<sup>m</sup>

Contract Year Two Total (from TOTAL ESTIMATED CONTRACT PRICE - YEAR TWO) \$ 101,700<sup>m</sup>

Contract Year Three Total (from TOTAL ESTIMATED CONTRACT PRICE - YEAR THREE) \$ 105,580<sup>m</sup>

Contract Year Four Total (from TOTAL ESTIMATED CONTRACT PRICE - YEAR FOUR) \$ 107,310<sup>m</sup>

TOTAL ESTIMATED CONTRACT PRICE  
((ADD ALL FOUR (4) YEARS))

\$ 417,540.<sup>m</sup>  $\frac{00}{XX}$

**NOTE 1:**

This figure is for bid comparison purposes only. Compensation to the Contractor shall be determined from the Monthly Maintenance Price for each unit for which Maintenance is actually supplied, and the Prices for Call-In Services actually performed, and formula for Materials where Labor is unscheduled.

**NOTE 2:**

A price preference of 10% is available for NY/NJ Minority and Women Business Enterprises (M/WBE) and 5% for NY/NJ Small Business Enterprises (SBE) certified by the Port Authority (PA) as of the day before the bid opening for awards not exceeding \$1,000,000. Joint Ventures must be 51% MBE or WBE owned to be eligible.

My firm was certified as a \_\_\_\_\_ on \_\_\_\_\_ (Date)

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