

THE PORT AUTHORITY OF NY & NJ

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

3/5/2014

ADDENDUM #1

To prospective Bidder(s) on Bid # 36824 for Operation and Maintenance Services at the Port Authority Trans-Hudson Corporation's Journal Square Transportation Center and Harrison Car Maintenance Facility

Due back on 3/12/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

All questions must be received by 3/6/14, no later than 4:00 PM. **Questions submitted after this time may not receive a response.**

Part V, Section 17, page 25: After the word "differential" in the second sentence, **insert the words: "of at least three percent (3%) above the Chief Watch Engineer"**

Part V, Section 18, page 32: Above the second to last paragraph insert "**HCMF**"

Part V, Section 18, page 32: Above the second to last paragraph insert "**JSTC**"

II. BIDDER'S QUESTIONS AND ANSWERS

The following information is made available in response to questions submitted by prospective Bidders. The responses should not be deemed to answer all questions that 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 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

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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.

Question #1	Can you provide a list of current subcontractors?
Answer #1	There is no established subcontractor list, subcontractors are called in as-needed.
Question #2	Can you provide a copy of the current contract pricing?
Answer #2	Yes, please see attached.
Question #3	The staffing required by Part V, Section 12. We have compared the staffing required in this section with the current staffing as reported in the Union provided Seniority List. QUESTION: Are the staffing changes required in Part V, Paragraph 12 correct? Specifically: <ul style="list-style-type: none"> a. Harrison – Required staffing eliminates 2 Maintenance Mechanics and adds two Electricians. b. Journal Square – Required staffing adds one Maintenance Mechanic.
Answer #3	Yes, the staffing levels in the solicitation are correct.
Question #4	Part I, Section 16, Price Preference. Is the Port Authority providing a price preference to W/MBE's and if so what is the price preference being offered?
Answer #4	Please see the Standard Terms and Conditions, Section 46, Price Preference.
Question #5	Part III, Section 4, Price Adjustment. Indicates that the Port Authority will not provide annual CPI increases during the 3 year Base Term. In addition the increases provided in the Option Years will be based on a CPI fluctuation that are over 1 year old and no increase shall exceed 3% regardless of CPI. QUESTION: The current union agreement does not have rates beyond 2015 for the bidders to base a three year price on which could lead to conflicts with the union within the Base Years. Are these stipulations correct and can they be modified to better reflect the nature of the current situation and allow for increases based on changes in the CBA?
Answer #5	Bidders are instructed to price their bids accordingly, as this is a lump sum contract. Part III, Section 4, Price Adjustment is correct.
Question #6	Part V, Section 4, Prevailing Wages. This section requires that

	<p>minimum wages and supplements established by State of New Jersey Department of Labor and Workforce Development Division of Wage and Hour Compliance Prevailing Wage Rate Determination for Hudson County for the period of time in which the work is performed. There are two different Prevailing Wage Guides, Prevailing Wage on Construction Related Projects and Prevailing Wage for Building Service Workers. Which prevailing wage schedule is being required by the Port Authority?</p>
Answer #6	This is a building maintenance contract.
Question #7	<p>Part V, Section 17 Contractor's Personnel. For JSTC this paragraph mentions that the Maintenance Administrator shall be a salaried employee with a guaranteed compensation differential. However, there is no mention of what the differential is or what it is to be based on. For Harrison Car Maintenance Facility this paragraph mentions that the Maintenance Administrator is entitled to a guaranteed compensation differential of 3% above the Chief Engineers rate. What is the guaranteed compensation differential for the Maintenance Administrator at JSTC and is the guaranteed compensation differential based only on the Chief Engineer's Wage Rate or on the Chief Engineers Wage and Supplemental Benefit Rate?</p>
Answer #7	Please see section I above "Changes/Modifications" regarding JSTC. Differentials shall be based on the wage rate.
Question #8	<p>Part V – Page 26 – The bid states that the Maintenance Administrator at JSTC must have a Red Seal Boiler License. However, the boilers at JSTC are low pressure steam, which would not typically require a Red Seal. Would the Port Authority please confirm that a Red Seal License is required?</p>
Answer #8	The solicitation documents are correct as is.
Question #9	<p>Part V – Page 30 – The bid indicates that the Maintenance Administrator at HCMF must have certain qualifications, but it does not include a Red Seal Boiler License. Would the Port Authority clarify whether or not a Red Seal Boiler License is required of the Maintenance Administrator at HCMF?</p>
Answer #9	The solicitation documents are correct as is.
Question #10	<p>Part V – Pages 26 and 30 – The bid indicates that if the Maintenance Administrators at both sites are absent for any reason (sick, vacation, personal day, etc.), the position must be filled with a replacement, or liquidated damages will be assessed. Must the positions of chief engineer, watch engineer, electrician, maintenance mechanic, machine mechanic, maintenance helper, and maintenance clerk also be filled with replacements when those individuals are out sick, on vacation, on personal days, or absent for other reasons? Please be specific about which positions, and how many individuals, must be replaced if absent.</p>
Answer #10	Please see Part V, Section 12, Staffing Requirements, page 21 for

	staffing levels. Please see Part V, Section 12, Staffing Requirements, page 22, the first full sentence: “The Contractor shall provide such full coverage regardless of whether the regularly assigned employees are absent from the site of the work due to vacation or personal leave or for any other reason.”
Question #11	Part V – Page 8 – the bid indicates that there is a requirement for “a Watch Engineer to be on duty Monday through Sunday (24/7)”. Does this requirement apply to both JSTC and HMCF?
Answer #11	Yes, please refer to Part V, Section 17, “Contractor’s Personnel”.
Question #12	Part V – Pages 10, 11 & 16 – the bid states on Page 16 that the Contractor is responsible for supplying <u>and paying for</u> the cost of all fan belts, lubricants, filters, gaskets and air filters. However, on pages 10 and 11, the bid states that PATH has or expects to enter into various service contracts, including Air-Conditioning and Monitoring Equipment. Typically, an HVAC subcontract would include the cost of these items (filters, belts, etc.). Please clarify whether the cost of these items must be borne by the contractor.
Answer #12	The solicitation documents are correct as is. The Contractor must supply these items.
Question #13	Part V – Pages 18 & 21 – The bid states that the Contractor is responsible for relamping certain areas of the buildings. The bid indicates that the Contractor is responsible for relamping the interiors and exteriors of all buildings at both complexes. Is that correct? If not, please clarify which buildings and areas must be relamped by the Contractor.
Answer #13	The solicitation documents are correct as is.
Question #14	Is the Contractor responsible for the cost of the lightbulbs?
Answer #14	No, PATH will supply the lightbulbs required.
Question #15	Part V – Page 8 – as noted in the bid, the Contractor must have Watch Engineers 24/7, 365 days per year. Does the Port Authority require the Contractor to have any other coverage on holidays? If so, would the Port Authority please be specific about required holiday coverage, which positions must be filled on holidays, and whether or not the Contractor will be paid for the additional costs of holiday coverage.
Answer #15	Please see Part V, Section 17, Contractor’s Personnel. All staffing required by Part V shall be included in the lump sum price.
Question #16	Appendix B, pages 9 and 10 and Part V – Page 10 – The bid indicates that the Contractor is responsible for the maintenance of fire protection systems, including the cost of “recharging, replacement and hydrostatic testing of fire extinguishing equipment” (Paragraph E) and “testing inspection, racking and replacement of all fire hose” (Paragraph J). However, Part V – Page 10 indicates that the Port Authority has various service contracts, including “Fire Protection Systems”. Would the Port Authority clarify the responsibility of the Contractor, and whether the Contractor is

	responsible for these costs?
Answer #16	The solicitation documents are correct as is. The Contractor is responsible for the costs.
Question #17	Part V – Page 32 – The bid requires that the Contractor supply and pay for a pick-up truck at each facility. The bid also requires that the Contractor supply and pay for Forklift(s) and Skid Steer Loader(s). Is a forklift required at both buildings, or is the Contractor only required to provide one forklift? Is a Skid Steer Loader required at both buildings, or is the Contractor only required to provide one Skid Steer Loader?
Answer #17	Only one of each is required. The forklift is for HCMF. The skid steer loader is for JSTC. Please see above section entitled: “Changes/Modifications”
Question #18	The current Collective Bargaining Agreement covering the sites requires four hours minimum pay for a call in. Will the Port Authority reimburse the Contractor for a minimum of four hours for a call in?
Answer #18	Please see Part III, Section 8, entitled “Extra Work.”
Question #19	Part V – Page 21 specifies the required staffing at the sites. The staffing is different than the staffing currently provided per the existing Collective Bargaining Agreement. Would the Port Authority please confirm that the staffing requirement has changed, and that Contractors must provide the staff as detailed on Page 21?
Answer #19	The staffing for this contract is listed in detail in Part V, Specifications. It is correct.
Question #20	What are the required hours of coverage?
Answer #20	Please see Part V, Specifications.
Question #21	Are Engineers required to work on holidays?
Answer #21	Please see Part V, Specifications.
Question #22	Will the two O&M asbestos-certified mechanics be included?
Answer #22	The O&M asbestos-certified mechanics are not additional positions, but of the required staffing; two must be certified.

III. FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST CURRENT CONTRACT.

The Port Authority of New York and New Jersey does not guarantee that the pricing material in these solicitation documents is relevant or pertinent to proposals solicited for other Port Authority contracts. Vendors are cautioned that their use of the pricing material in these solicitation documents to determine future bid prices, or for any other purpose, shall be at the vendor’s own risk. Bid prices should be based on the company’s costs, overhead and profit. The materials or services requested may be based on different specifications and/or different quantities or frequencies 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 & SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
EMILY BAXTER, WHO CAN BE REACHED AT (201) 395-3421 or at
ebaxter@panynj.gov.

Pricing Sheet - FIVE-YEAR CONTRACT

Journal Square Transportation Center

- A. For the first year (12 months) of this Contract, compensation called the "Lump Sum for the First Year – Journal Square Transportation Center:

\$ 1,945,332.00

Harrison Car Maintenance Facility

- B. For the first year (12 months) of this Contract, compensation called the "Lump Sum for the First Year – Harrison Car Maintenance Facility:

\$ 2,045,713.00

Combined Journal Square Transportation Center and Harrison Car Maintenance Facility

- C. TOTAL ESTIMATED FIVE (5) YEAR CONTRACT PRICE (add (A+B) Times result by 5): \$ 19,955,225.00

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