

**THE PORT AUTHORITY OF NY & NJ**  
**PROCUREMENT DEPARTMENT**  
**115 BROADWAY, 19TH FLOOR**  
**NEW YORK, NY 10006**

October 20, 2014

**ADDENDUM #1**

**TO PROSPECTIVE RESPONDENTS(S) ON RFP #39929 – REQUESTS FOR PROPOSALS  
FOR INDEFINITE QUANTITY CONTRACTS (IQC) FOR THE PERFORMANCE OF  
EXPERT PROFESSIONAL PROJECT MANAGEMENT SERVICES DURING 2015-2018  
FOR FEDERALLY FUNDED PROJECTS**

**Proposal Due Date 10/31/2014 at 2:00PM**

The following changes are hereby made in the documents:

**I. PORT AUTHORITY STANDARD AGREEMENT**

A. In Port Authority Agreement, Section 30 entitled CONFLICT OF INTEREST, make the following changes:

i) In the second paragraph , delete the first sentence and substitute the following:

“Any entity performing services, as a prime Consultant or a subconsultant, for the Port Authority under this IQC may be precluded from being awarded any other Port Authority or Port Authority Trans-Hudson Corporation (PATH) Contract or Task Order for Sandy Related Repairs or Resiliency Work, as a prime Consultant or a subconsultant, and may be precluded from any other projects, as a prime Consultant or a subconsultant, that may subsequently be determined to give rise to, or the appearance of, a conflict of interest based upon Consultant’s performance under this Task Order. Consultants are advised that nothing herein shall preclude the Authority from determining at a subsequent point in time, that performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby concluding that the firm(s) selected for performance of the subject services, are expressly precluded from participation in, or the performance of, other Port Authority or PATH contracting opportunities. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Consultant.”

**I. PROPOSER QUESTIONS AND ANSWERS**

The following information is made available in response to questions submitted by prospective Proposer(s). It should not be deemed to answer all questions that have been submitted by Proposer(s) 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 Proposer(s) does not mean or imply, nor should it be deemed to mean or imply, any meaning, construction or implication with respect to the terms.

<b>Question #1</b>	Will a selection under this RFP, preclude a firm from being selected under the expected On-call renewal for Project Management Services (non federally funded projects)?
<b>Answer #1</b>	Refer to Pages 10-12 of the RFP Cover Letter sections I and J respectively entitled “GENERAL CONFLICT OF INTEREST” and “ORGANIZATIONAL CONFLICT OF INTEREST”.
<b>Question #2</b>	RFP Number 39929 references Attachment I: Port Authority Agreement as included in the RFP. However, I am unable to find the agreement. Can you either direct me where to find the agreement or forward a copy of the agreement via email?
<b>Answer #2</b>	The agreement begins on page 212 of the RFP document identified with “DRAFT” watermark.
<b>Question #3</b>	Is the Project Manager position full- or part-time and would it be an on-site assignment?
<b>Answer #3</b>	As identified on page the first page of the RFP, this is an “As-Needed” contract. The hours required for any position will be identified in the individual Task Orders.
<b>Question #4</b>	Can we respond to both this (RFP#39929) and RFP#39928 with the same staff?
<b>Answer #4</b>	Yes. However, please refer to the conflict of interest provisions outlined in Pages 10-12 of the RFP Cover Letter sections I and J respectively entitled “GENERAL CONFLICT OF INTEREST” and “ORGANIZATIONAL CONFLICT OF INTEREST”.
<b>Question #5</b>	Will the consultant and DBE subconsultants selected for this contract be excluded from proposing on RFPs prepared under this contract?
<b>Answer #5</b>	The Port Authority may determine a potential conflict exists, and may require preclusion, however, said determination will be made on a case-by-case basis depending on the services. Firms will have to review each Task Order to ensure that there are no potential conflicts. Please refer to pages 10-12 of the RFP Cover Letter sections I and J respectively entitled “GENERAL CONFLICT OF INTEREST” and “ORGANIZATIONAL CONFLICT OF INTEREST”.
<b>Question #6</b>	If a firm is serving as a sub-consultant on some Sandy design projects (awarded per RFP #34575), will that firm be precluded outright from being a prime on this call in contract or would it just

	be precluded from serving in a role as PM for those specific Sandy design projects where the firm performed design services as a sub-consultant?
<b>Answer # 6</b>	A firm is not necessarily precluded from being awarded an IQC agreement under this solicitation. The Port Authority may determine a potential conflict exists, and may require preclusion, however, said determination will be made on a case-by-case basis depending on the services. Firms will have to review each Task Order to ensure that there are no potential conflicts. Please refer to pages 10-12 of the RFP Cover Letter sections I and J respectively entitled “GENERAL CONFLICT OF INTEREST” and “ORGANIZATIONAL CONFLICT OF INTEREST”. Additionally, entities with existing contracts should be mindful of relevant language in their respective contracts.
<b>Question #7</b>	If a firm is a prime on a Sandy CM contract (awarded per RFP #38268), will that firm be precluded outright from being selected as a prime on this call in?
<b>Answer #7</b>	A firm is not necessarily precluded from being awarded an IQC agreement under this solicitation. The Port Authority may determine a potential conflict exists, and may require preclusion and said determination will be made on a case-by-case basis depending on the services. Firms will have to review each Task Order to ensure that there are no potential conflicts. Please refer to pages 10-12 of the RFP Cover Letter sections I and J respectively entitled “GENERAL CONFLICT OF INTEREST” and “ORGANIZATIONAL CONFLICT OF INTEREST”. Additionally, entities with existing contracts should be mindful of relevant language in their respective contracts.

This communication should be initialed by you and attached to your Proposal.

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

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO INALDO CHAVARRIA, WHO CAN BE REACHED AT (212) 435-5383 or at [ichavarria@panynj.gov](mailto:ichavarria@panynj.gov).

THE PORT AUTHORITY OF NY & NJ

RICHARD PEREZ  
 PROCUREMENT MANAGER  
 FTA/WTC SITE PROJECTS

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

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

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



“Any entity performing services, as a prime Consultant or a subconsultant, for the Port Authority under this IQC may be precluded from being awarded any other Port Authority or Port Authority Trans-Hudson Corporation (PATH) Contract or Task Order for Sandy Related Repairs or Resiliency Work, as a prime Consultant or a subconsultant, and may be precluded from any other projects, as a prime Consultant or a subconsultant, that may subsequently be determined to give rise to, or the appearance of, a conflict of interest based upon Consultant’s performance under this Task Order. Consultants are advised that nothing herein shall preclude the Authority from determining at a subsequent point in time, that performance of the services contemplated hereunder gives rise to the existence of, or the appearance of, a conflict of interest, and thereby concluding that the firm(s) selected for performance of the subject services, are expressly precluded from participation in, or the performance of, other Port Authority or PATH contracting opportunities. The restriction shall apply to any and all affiliates, divisions and subsidiaries of the Consultant.” However, if Consultant desires to provide services to such a third party and Consultant believes that Consultant can provide a mitigation plan that would address the perceived conflict of interest, Consultant, before agreeing to provide services to such a third party, shall give written notice to the Port Authority and submit such plan for evaluation to the Port Authority. The Port Authority will evaluate the submitted mitigation plan and notify Consultant of whether such plan is acceptable in the Port Authority’s sole discretion. If the Port Authority determines that a potential conflict of interest exists that, in the Port Authority’s sole opinion, would make Consultant’s providing services to such a third party inappropriate, Consultant hereby agrees not to agree to provide services to such a third-party. This Section is a material component and is of the essence of the Agreement.