

THE PORT AUTHORITY OF NY & NJ

PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER,
150 GREENWICH STREET, 21ST FL.
NEW YORK, NY 10007

4/16/2015

ADDENDUM # 1

To prospective Bidder(s) on Bid # 42055 for Electrical and Building Operations and Maintenance Services at the Teleport and Bathgate Industrial Park

Due back on 4/28/2015, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

1. Delete in its entirety Part IV, entitled "SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S) and replace it with the attachment Part IV, entitled "SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S)" Revised 4/15/2015.
2. Part V, Page 2, Section 2, entitled "Work Required by the Specifications", paragraph a, second sentence: delete "35,000 kilovolt" and replace it with "35,000 volt."
3. Part V, Page 3, Section 5 entitled "Personnel Requirements" delete in its entirety and replace it with:
The Contractor's personnel assigned to this Contract will report to the Manager. The Contractor's personnel shall mean only those personnel assigned to the Teleport, Bathgate Industrial Park site and/or other Port Authority properties, with the approval of the Manager. Specifically excluded under this definition are other Contractor management personnel who may be concerned with the administration of this Contract, or the supervision of Contract administration, or the supervision of personnel involved in recruitment, bookkeeping or other clerical work related to this Contract.

The Working Foreperson/Electrician, Electrician, General Maintainer and Helper shall be authorized by the Contractor to receive and put into prompt effect all orders, directions and instructions from the Manager.

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The selection and placement of the Working Foreperson/Electrician, Electrician, General Maintainer and Helper shall be subject to review and approval of the Manager. If the Contractor's employees do not perform the services to be furnished hereunder in a proper manner and satisfactory to the Authority, then, upon verbal notice from the Authority, the Contractor shall remove any such personnel and replace them with satisfactory personnel, within twenty-four (24) hours following notification to the Contractor of such required replacement. As a corollary to this, the Contractor shall not remove any personnel employed under this Contract and replace such personnel with others without the prior approval of the Manager.

The Contractor shall supply and maintain cellular telephones with full tri-state area coverage for all maintenance personnel assigned to this Contract at no additional cost to the Port Authority. All employees assigned to work under this Contract must have the ability to communicate in the English language to the extent necessary to comprehend oral or written directions given by the Manager, and hold a current and valid driver's license.

All employees must pass Occupation Safety and Health Administration (OSHA) annual medical clearance and fitness testing for personal respirators. In addition, all employees must have any OSHA required training for all work required under this contract, which requires OSHA training.

The Contractor shall provide the Manager with a response plan consisting of three (3) alternate telephone numbers listed in order of priority, to assure definite contact when "Emergency Call-In Service" is needed in addition to the telephone numbers required for "Emergency Call-In Service". The Contractor shall submit to the Manager the names, addresses, and home telephone numbers of all personnel who will perform work under this Contract.

The Contractor shall furnish full-time and as-needed maintenance personnel to perform the services under this Contract as follows:

One (1) Full Time Electrician/working foreperson

One (1) Full Time Electrician

One (1) Full Time General Maintainer

One (1) as-needed Helper

The personnel or services will normally be required, as requested by the Manager, Monday through Friday, five (5) days per week, eight (8) hours per day, 7am-3:30 pm, including an unpaid 30 minute lunch period. Personnel must be available for overtime from time to time as required/approved by the Manager. However, personnel or services may also be required on other days and times as determined by the Manager, one (1) shift per day; the number of personnel per shift shall vary with the workload.

At any given time during the period this Contract is in effect, the Manager shall determine the number of personnel under each category to be employed by the Contractor at the Facility as well as the number of shifts per day. The Manager shall give notice to the Contractor, and the Contractor shall obtain such number of personnel and be responsible for their indoctrination and training in the systems and procedures of the Facility under this Contract. In addition, the Contractor must supply trained and qualified personnel for vacation relief of all personnel normally assigned to this Contract. The following categories are presently required: maintenance electrician, general maintainer, helper and electrician/working-Foreperson.

The following categories may also be required: electronic or electrical technicians, high voltage cable splicers, etc. Compensation to the Contractor for these additional categories of labor shall be in accordance with the Extra Work provision.

The Contractor shall prepare, maintain and have available for the Managers inspection, a personnel file for each person employed under this Contract. Such files shall include, but shall not be limited to, information relative to any disciplinary procedures or hearings, on the job injuries, absence records, tool issuance records and other such information as the Manager deems appropriate, subject to any legal requirements concerning confidentiality or privacy.

Within one year from the start of the contract, the Working Foreman must go through the formal process of evaluation by the Port Authority High Tension Board resulting in "Approval" as a High Tension Electric Systems Operator at the Teleport site.

The Contractor shall instruct its personnel and ensure that no gratuities, favors or other things of value shall be solicited or accepted for any reason whatsoever from the tenants, customers or other persons using the Port Authority Teleport, Bathgate Industrial Park or other Port Authority properties.

4. Part V, Page 5, Section 7 entitled "Supervision" delete in its entirety and replace it with:

The Contractor's Supervisory personnel shall make themselves available, whenever necessary, for the Manager.

The Contractor shall provide a telephone to all supervisors assigned to this Contract at no additional cost to the Port Authority. The supervisors must have the cell phone with them at all times, in order to respond to any Manager's request for "Work required by the Specifications" and or "Emergency Call-In Services" required by this Contract.

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

<i>Question # 1</i>	Please advise if electrical staff for the electrical maintenance bid are required to be members of the International Brotherhood of Electrical Workers (IBEW), Local Union #3.
<i>Answer #1</i>	Firms should secure their own legal counsel regarding the obligations, if any, under the National Labor Relations Act. The Contractor is responsible for maintaining a stable work force, in accordance with Section of this bid entitled “Harmony” included in the “Standard Contract Terms and conditions” hereunder.
<i>Question # 2</i>	Does a labor organization claim jurisdiction at this site?
<i>Answer # 2</i>	We are informed that employees currently performing these services under the existing contract are represented by Local Union No. 3, International Brotherhood of Electrical Workers, AFL-CIO:158-11 Harry Van Arsdale Jr Avenue, Flushing, NY 11365. Main Telephone Number: (718) 591-4000. Terms and conditions of employment of those persons are governed by applicable federal law and by collective bargaining agreement between the contractor and the union. Bidders are directed to Part I, Section 9 entitled “Union Jurisdiction” and Standard Terms and Condition, Part II, Section 9, entitled “Harmony”.
<i>Question # 3</i>	Foreperson surcharge, are you looking for the \$2.00 surcharge rate per hour cost or the combined Electrician’s rate with the added surcharge?
<i>Answer # 3</i>	Please see Part IV, Contractor’s Pricing Sheets: “*Additional hourly surcharge added to the Electrician’s Unit Price.”

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
LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-4625 or at
lsantana@panynj.gov.

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS

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

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for one hundred twenty (120) days after the date on which the Port Authority opens this bid.

ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS INDICATED ON THE COVER SHEET

Bidding Entity_____

Bidder's Address_____

City, State, Zip_____

Telephone No._____ FAX_____

Email_____ EIN# _____

SIGNATURE_____ Date_____

Print Name and Title_____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___day of_____, 20 , personally came before me, _____, who, duly sworn by me, did depose that (s)he has knowledge of the matters herein stated, that they are in all respects true and that (s)he has been authorized to execute the foregoing offer and statement of irrevocability on behalf of said corporation, partnership or firm.

Notary Public

NOTE: If a joint venture is bidding , duplicate this Signature Sheet and have each party to the joint venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and Conditions, Part III. Indicate by checking this box a signed, explanatory statement in connection with this section is attached hereto.

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink (preferably in black ink) where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Estimated Contract Price based upon the Unit Prices inserted by the Bidder, which amount shall govern in all cases.
- e. In the event that a Bidder quotes an amount in the Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Total Estimated Contract Price shall be obtained by adding the Estimated Annual Contract Price for the first year of the Contract to the Estimated Annual Contract Price for each subsequent year.

CONTRACTOR'S PRICING SHEET
YEAR ONE

Quantities are for bid comparison only. The Port Authority makes no representation as to what the actual quantities may be.

LABOR

Item of Work (Description)	Estimated Annual Hours		Unit Price Per Hour		Estimated Year One Contract Price
Electricians - Straight Time	4,160	x	\$	=	\$
Electricians - Overtime	750	x	\$	=	\$
Helper - Straight Time	300	x	\$	=	\$
Helper - Overtime	100	x	\$	=	\$
General Maintainer – Straight Time	2,080	x	\$	=	\$
General Maintainer – Overtime	320	x	\$	=	\$
Working Foreperson* Surcharge - Straight Time	2,080	x	\$	=	\$
Working Foreperson* Surcharge - Overtime	350	x	\$	=	\$

*Additional hourly surcharge added to the Electrician's Unit Price. Quote the additional surcharge only, not the full rate.

A.1 ESTIMATED YEAR ONE TOTAL LABOR = \$ _____

VEHICLES

Item of Work (Description)	Estimated Annual Months		Unit Price Per Month		Estimated Year One Contract Price
Motor Vehicle Club Cab	12 Months	x	\$	=	\$
Motor Vehicle Cargo Van	12 Months	x	\$	=	\$

B.1 ESTIMATED YEAR ONE TOTAL VEHICLES = \$ _____

EQUIPMENT

Item of Work (Description)	Estimated Annual Weeks		Unit Price Per Week		Estimated Year One Contract Price
One (1) 60' Articulated Boom Lift Self-Propelled (upon request)	4 Weeks	x	\$	=	\$
One (1) 45' Articulated Boom Lift Self-Propelled (upon request)	3 Weeks	x	\$	=	\$

C.1 ESTIMATED YEAR ONE TOTAL EQUIPMENT = \$ _____

**D.1 ESTIMATED YEAR ONE CONTRACT PRICE = \$ _____
(A.1+B.1+C.1)**

CONTRACTOR'S PRICING SHEET
YEAR TWO

LABOR

Item of Work (Description)	Estimated Annual Hours		Unit Price Per Hour		Estimated Year Two Contract Price
Electricians - Straight Time	4,160	x	\$	=	\$
Electricians - Overtime	750	x	\$	=	\$
Helper - Straight Time	300	x	\$	=	\$
Helper - Overtime	100	x	\$	=	\$
General Maintainer – Straight Time	2,080	x	\$	=	\$
General Maintainer – Overtime	320	x	\$	=	\$
Working Foreperson* Surcharge - Straight Time	2,080	x	\$	=	\$
Working Foreperson* Surcharge - Overtime	350	x	\$	=	\$

*Additional hourly surcharge added to the Electrician's Unit Price. Quote the additional surcharge only, not the full rate.

A.2 ESTIMATED YEAR TWO TOTAL LABOR = \$ _____

VEHICLES

Item of Work (Description)	Estimated Annual Months		Unit Price Per Month		Estimated Year Two Contract Price
Motor Vehicle Club Cab	12 Months	x	\$	=	\$
Motor Vehicle Cargo Van	12 Months	x	\$	=	\$

B.2 ESTIMATED YEAR TWO TOTAL VEHICLES = \$ _____

EQUIPMENT

Item of Work (Description)	Estimated Annual Weeks		Unit Price Per Week		Estimated Year Two Contract Price
One (1) 60' Articulated Boom Lift Self-Propelled (upon request)	4 Weeks	x	\$	=	\$
One (1) 45' Articulated Boom Lift Self-Propelled (upon request)	3 Weeks	x	\$	=	\$

C.2 ESTIMATED YEAR TWO TOTAL EQUIPMENT = \$ _____

D.2 ESTIMATED YEAR TWO CONTRACT PRICE = \$ _____
(A.2+B.2+C.2)

CONTRACTOR'S PRICING SHEET
SUMMARY SHEET

D.1) ESTIMATED YEAR ONE CONTRACT PRICE = \$ _____

D.2) ESTIMATED YEAR TWO CONTRACT PRICE = \$ _____

D.3) TOTAL ESTIMATED TWO YEAR CONTRACT PRICE = \$ _____
(D.1 + D.2)