

THE PORT AUTHORITY OF NY & NJ

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

9/28/2016

ADDENDUM # 1

To prospective Proposer(s) on RFP # 47054 The Port Authority of New York and New Jersey, Port Authority Trans-Hudson Corporation (PATH) Request for Proposals (RFP) for Leasing, Management, Maintenance, and Operation of Parking Garage at Journal Square Transportation Center (JSTC)

Due back on 10/5/2016, no later than 2:00PM

I. CHANGES/MODIFICATIONS

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

a. RFP Page 9, Section I. Union Jurisdiction:

Delete:

“Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled “**Harmony**” included in the “**Standard Contract Terms and Conditions**” hereunder.”

Replace with:

“Proposers are advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operations to be performed hereunder and their attention is directed to the Section of this RFP entitled “**Labor Harmony**” included in the “**RFP Lease No. LRR-378**” hereunder.”

II. PROPOSER'S QUESTIONS AND ANSWERS

The following information is available in response to questions submitted by prospective Proposers. The responses should not be deemed to answer all questions, which have been submitted by Proposers to the Port Authority/PATH. It addresses only those questions, which the Port Authority/PATH 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 Proposers 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/PATH 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/PATH shall not create or be deemed to create any obligation or liability upon it for any reason whatsoever and each Proposer, by submitting its Proposal, expressly agrees that it has not relied upon the foregoing information, and that it shall not hold the Port Authority/PATH liable or responsible therefor in any manner whatsoever. Accordingly, nothing contained herein and no representation, statement or promise, of the Port Authority/PATH, 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 Proposal or Contract and the Proposer agrees that it shall not hold the Port Authority/PATH 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>	Can the security deposit be used as a performance bond?
<i>Answer # 1</i>	The Lease does not allow for the security deposit to be used as a performance bond. Please refer to Sections 15 and 30 of the Lease for requirements on the performance bond and security deposit.
<i>Question #2</i>	Does the Port Authority know yet how much security deposit it will require? Will it accept a performance bond rather than cash security or letter of credit?
<i>Answer #2</i>	No. The size of the security deposit will be determined based on negotiations with Respondents. Please refer to Section 30 of the Lease for requirements related to the security deposit.
<i>Question #3</i>	The RFP says that the cost of the Initial Work will be offset by a credit against the rent paid by Lessee over the term of the Lease. But Item 6 in Exhibit B of the sample lease implies that the credit will be taken as a whole after completion of the Initial Work. Does the Port Authority want the credit to be spread out equally over the remainder of the 5-year initial term?
<i>Answer #3</i>	It is anticipated that the Initial Work will be reimbursed in the form of a credit against rent. The exact timing of the reimbursement will be negotiated with respondents, and will depend on the cost of the Initial Work, among other factors. Financing costs to the Port Authority will be a factor considered in the evaluation of the Proposals.
<i>Question #4</i>	In the event of any termination of the Lease, will the Port Authority reimburse Lessee for that portion of the cost of the Initial Work for which a credit has not yet been taken?
<i>Answer #4</i>	Respondents are directed to Attachment B, Item 6. To the extent Respondents wish to modify language, they may propose changes to the Lease as part of their responses to the RFP.

Question #5	With respect to Section 71 of the Lease, can the Port Authority provide copies of any condition assessments or environmental studies related to the premises? Is the Port Authority aware of any dangerous conditions at the premises? Is the Port Authority aware of any uncured building code violations for the premises? Is the Port Authority aware of any Hazardous Substances currently present in, on or under the premises?
Answer #5	The Port Authority will not provide Condition Surveys related to the property. To the best of the Port Authority/PATH's knowledge, no conditions exist which are classified as an "immediate repair", no building code violations exist and no hazardous substances are present in/on the premises at this time. As stated in the RFP Lease No. LRR 378 Section 71. "Conditions of the Premises", the premises are to be leased "as is"
Question #6	Can the Port Authority elaborate on what types of repairs it considers "structural repairs" in Section 76(b) of the Lease?
Answer #6	The Port Authority defers to common interpretations of generally accepted standards regarding the meaning of structural repairs in commercial leases.
Question #7	With respect to Section 5(b), does the Port Authority agree that this restriction will not prohibit Lessee from marketing parking availability at nearby parking facilities in the normal course of its business?
Answer #7	The Port Authority and the successful Proposer will enter into a lease, which will contain the agreements of the parties.
Question #8	Which name will be on customer credit card receipts, the Contractor or Port Authority?
Answer #8	The customer card receipts will have the Contractor's name on the receipts.
Question #9	It appears that we will be purchasing the revenue control equipment on PATH's behalf, who will be responsible for maintaining the equipment for upgrades?
Answer #9	The Lessee is responsible for maintenance.
Question #10	Will there be a dedicated circuit for this equipment or will this be on PATH's network?
Answer #10	Revenue Collection and Management System (RCS) will be purchased and install by the Lessee. The RCS will be hosted on the Lessee system and will not be on any Port Authority/PATH technology equipment.
Question #11	The Port Authority Police are granted free parking and are collected by the operator as rent credit. Would this rent credit be inclusive of parking tax?
Answer #11	The Port Authority does not anticipate paying tax on the parking spaces utilized by its employees. It is the responsibility of the Lessee to obtain tax guidance on its operations.

Question #12	What was the Port Authority's Journal Square parking revenue for 2015 net (before taxes) and gross (after taxes)?												
Answer #12	The existing parking operator reported gross receipts of \$1,806,270 in 2015. Taxes are the responsibility of the Lessee. The Lessee only reports its gross revenues (before taxes) to the Port Authority.												
Question #13	Please advise if the parking contractor is responsible for maintaining the Elevator, Alarm System, Revenue Control or CCTV system. If so, are there any requirements to have maintenance service contracts in place with subcontractors on any of these items?												
Answer #13	<p>The Lessee is responsible for maintaining the revenue control system (see RFP Lease No. LRR-378, section 8. entitled “Methods of Operation”, sub-section g, page 9). PATH is responsible for maintaining the elevators and CCTV. There is no alarm system.</p> <p>Additionally, the Lessee is responsible for snow removal as specified in RFP Lease No. LRR-378 Exhibit SR entitled Snow and Ice Removal Responsibilities & Plan.</p> <p>As stated in the RFP, the Port Authority anticipates that the successful Proposer will have thirty (30) calendar days from the date of the lease award to commencement of operations, at which point the Lessee will have responsibility for all maintenance and operations described in the Lease with no interruptions of service. The Lessee may consider whether it should assume existing service contracts or have new contracts in place to avoid service interruptions.</p>												
Question #14	Please provide the previous 3 years’ gross revenues												
Answer #14	<p>August 2016 YTD: \$1,443,405 2015: \$2,132,803 2014: \$1,914,544</p> <p>Gross revenues are inclusive of rent credits due to the operator for Port Authority personnel parking.</p>												
Question #15	Please provide the pre-bid attendee list.												
Answer #15	Attached is the Pre-Proposal Meeting and Site Inspection attendee sheet.												
Question #16	Please list the parking rates and specify rate increases from the previous contract term.												
Answer #16	<p>Rates Effective Monday, December 1, 2014</p> <table border="1"> <thead> <tr> <th>Hours</th> <th>Rate</th> </tr> </thead> <tbody> <tr> <td>Up to 1 hours</td> <td>\$6.00</td> </tr> <tr> <td>Up to 4 hours</td> <td>\$8.00</td> </tr> <tr> <td>Up to 7 hours</td> <td>\$9.00</td> </tr> <tr> <td>Up to 12 hours</td> <td>\$11.00</td> </tr> <tr> <td>Max to 24 hours</td> <td>\$14.00</td> </tr> </tbody> </table>	Hours	Rate	Up to 1 hours	\$6.00	Up to 4 hours	\$8.00	Up to 7 hours	\$9.00	Up to 12 hours	\$11.00	Max to 24 hours	\$14.00
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Question #17	Are union employees mandatory?																						
Answer #17	<p>Please refer to the following sections of the RFP:</p> <ul style="list-style-type: none"> • RFP Section I, Union Jurisdiction, page 9 • RFP Lease No. LRR-378, Section 15, Construction by the Lessee, letter k. entitled “Labor Harmony”, page 25 																						
Question #18	What is the projected annual cost for the garages utilities (lights, cameras, revenue control, etc.)?																						
Answer #18	Please refer to the RFP Lease No. LRR-378, Section Exhibit B, ITEM #3, “UTILITIES” page 71 for the projected estimated annual cost for the garages utilities (lights, cameras, revenue control, etc.).																						

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

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

THE PORT AUTHORITY OF NY & NJ

SELENE ORTEGA, MANAGER
COMMODITIES AND SERVICES DIVISION
PROCUREMENT DEPARTMENT

PROPOSER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
LESLEY BROWN, WHO CAN BE REACHED AT (212) 435-4648 OR AT
LBROWN@PANYNJ.GOV.

SIGN-IN SHEET
PRE-PROPOSAL MEETING AND SITE INSPECTION
RFP#47054

THE PORT AUTHORITY OF NEW YORK AND NEW JERSEY,
PORT AUTHORITY TRANS-HUDSON CORPORATION (PATH)
REQUEST FOR PROPOSALS (RFP) FOR LEASING, MANAGEMENT, MAINTENANCE, AND OPERATION OF
PARKING GARAGE AT JOURNAL SQUARE TRANSPORTATION CENTER (JSTC)
TUESDAY, OCTOBER 13, 2016
10:00 AM

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