

THE PORT AUTHORITY OF NY & NJ

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

12/17/2014

ADDENDUM # 3

To prospective Bidder(s) on Bid # 40562 for Operations and Maintenance Services at Airline Terminal 6, Hangars, and Buildings at John F. Kennedy International Airport

Due back on 12/23/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

Part II, Section 13, entitled "Airport Security Identification" at the end of the paragraph **insert**: "Airport Security Identification shall be at no additional cost to the Port Authority. The current cost for this identification is a one-time fee of approximately \$30 per employee."

Part IV, Contractor's Pricing Sheets, Exhibit A, Labor and Vehicles Rates at the top **insert** the sentence: "Labor rates are all inclusive and shall include, but shall not be limited to, the Contractor's overhead, profit, travel time, vacation, holiday and sick pay."

Part IV, Page 21, Exhibit C, **delete** in its entirety and **replace** with the attached Part IV, Page 21, Exhibit C dated 12/11/14.

Part V, Section 10 entitled "Staffing Requirements," page 15 bullet four -"MTC" **after** the words "(8 hrs. with ½ hr. unpaid lunch break)" **insert** "excluding holidays".

Part V, Section 10 entitled "Staffing Requirements," page 15 and 16, bullet ii: **delete** "one (1) Regulatory Code Compliance Supervisor" and **replace** with "one (1) Supervisor"

Part V, Section 13, entitled "Contractor's Vehicles and Equipment", page 21, bullet: **delete** "one (1) towable trailer, road ready to transport (135') articulating boom man lift" and **replace** with "one (1) towable trailer, road ready to transport scissor lifts."

Part V, Section 10, entitled "Staffing Requirements," **delete** bullet i. and **replace** with "i. Squads # 1, 2, 3, 4 and 5 must consist of one: (1) Supervisor and one (1) Maintenance Mechanic."

Part V, Section 10, entitled “Staffing Requirements,” third paragraph, after the last sentence **insert** the sentence: “The Contractor shall ensure that squads A, B, and C are fully staffed at all times.”

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.

Question #13	If an employee is off for vacation/sick etc, is the Contractor required to fill the position for the shift or shifts? Is this applicable to all positions?
Answer # 13	Please see Changes/Modifications above.
Question #14	Please confirm that coverage is required body for body on “A”, “B”, & “C” Shifts – meaning the head count and positions must always consist of one (1) Supervisor and two (2) Maintenance Mechanics.
Answer # 14	Please see Changes/Modifications above.
Question #15	Is contractor required to supply cell phones and/or radios to employees?
Answer # 15	Please see the last paragraph of Part V, Section 6 entitled “Materials, Supplies and Equipment”.
Question #16	Can you confirm we are to only provide six (6) cell phones for the site, as per item 6, Part V, page 12?

Answer # 16	Please see Part V, Section 6 entitled “Materials, Supplies and Equipment” last paragraph.
Question #17	Is there a MBE/WBE goal being set by the Port Authority for this Contract?
Answer # 17	Please see Part I, Section 18, entitled, “M/WBE Subcontracting Provisions.”
Question #18	Part III-4, section 13, “Seniority List” – Please list wage requirements for existing staff to be maintained.
Answer # 18	The Port Authority does not have this information.
Question #19	Part IV-14 section 8 “Personnel Requirements” states a proposed employee list is required ten (10) days after date of award. What is the expected date of award after bid date and prior to anticipated 5/1/14 start date?
Answer # 19	The Contract is currently anticipated for authorization at the February 2015 Board meeting. Award is anticipated approximately one month after authorization.
Question #20	Please list names of current staff including their positions covered under local 504 and 30 union agreements.
Answer # 20	The Port Authority does not have this information.
Question #21	Is there a cost to get the airport security ID, item 13, part 2-4?
Answer # 21	See above Changes/Modifications.
Question #22	Please confirm “fire alarm technician” is a local 504 employee and has one category for alarm and suppression system work.
Answer #22	It is the Port Authority’s understanding that the fire alarm technician is a local 504 employee and it shall be up to the successful bidder to determine what responsibilities fall under any labor agreement. See the Standard Terms and Conditions, Part II, Paragraph 9 entitled “Harmony.”
Question #23	Please list alarm manufacturers for the systems installed in the buildings under this contract.
Answer #23	The Port Authority does not have this information.
Question #24	How does the airport handle any fire alarm systems that have proprietary equipment and/or software that require a manufacturer’s representative or certified technician to repair, replace, or program?
Answer #24	Please see Part V, Section 22, entitled “Directed Subcontractors”.
Question #25	Part III – 5, Section 6. “Insurance Procured by the Contractor.” Do these requirements apply only to the prime or also to any subcontractors as well?
Answer #25	Please see Standard Contract Terms and Conditions, Section 19, entitled “Assignments and Subcontracting.”
Question #26	In Part V, page 15-15, under “shifts”, it states that a “Regulatory Code Compliance Supervisor” is required for Squad # 6. There is no pricing request for this title in the pricing pages. Is this person to be supplied by the Port Authority?

Answer #26	Please see “Changes/Modifications” above.
Question #27	Do you have a list of the small hand tools required for the work, item 6 Part V-10?
Answer #27	The Port Authority does not have this information.
Question #28	If the Superintendent is out on vacation, sick, etc., can the Assistant Superintendent cover his/her duties?
Answer #28	Please see Part V, Section 1, Specific Definitions: “Assistant Superintendent”.
Question #29	If one of the two Clerks is out on vacation, sick, etc., can the duties be covered by the remaining Clerk?
Answer #29	Please see Part V, Section 10, Staffing Requirements.
Question #30	Can we be given the total compensation package for the existing non union staff (Superintendent, Assistant Superintendent and 2 clerks)?
Answer #30	The Port Authority does not have this information.
Question #31	Can you please elaborate on what the exact scope of work is for snow removal?
Answer #31	No.
Question #32	When a technician is out on vacation or sick and we provide one of the backup technicians to cover, can we bill for the technician that is out and the technician that is covering?
Answer #32	Billing is only for hours on site.
Question #33	Can you supply a copy of the 504 Union CBA or a contact at the Union?
Answer #33	No.
Question #34	Can the submission date be extended pending the release of the CBA with the new rates? The new local 504 CBA is not up for renewal until March 1st, so we have no way of knowing what rates to bid based on having no prior knowledge of the contract. If a new contractor wins the bid, then it will be a conflict of interest for the incumbent to then negotiate the contract on the new company’s behalf. This can cause an issue with clause Section 9 "labor harmony" of the bid page 7 of 29 under standard contract. For example contractors could price a 4% pay rise, but incumbent could agree to a 6% raise based on them not having the best interest to negotiate.
Answer #34	No.
Question #35	For the 7 1/2 hour shift personnel do we bill for their lunch, as they are required to be on site during the lunch break thru the local CBA?
Answer #35	Please see Part V, Section 10, Staffing Requirements.
Question #36	The 1,992 hours on the estimated hours, does that take into consideration the 11 Port holidays being removed from a typical 2,080 hour year?
Answer #36	The hours listed are estimates for bidding purposes only.
Question #37	Even though it states 1,992 hours for certain job roles, there is no way of billing that amount, as the Contract states that we can only bill for hours on site and each employee will have sick and vacation taken out of the 1,992. Can you please confirm?

Answer #37	The Port Authority will only pay for hours worked on site.
Question #38	What is the difference between a Supervisor with 1/2 paid lunch and 1/2 unpaid lunch?
Answer #38	Please see Part V, Section 10, Staffing Requirements, Shift Schedule.
Question #39	It was discussed at the walk through that the contractor was required to pay 100% of all costs related to health insurance for the IT person and Clerks, can you confirm the contractor cannot deduct medical contributions from the employee?
Answer #39	Please see Part V, Section 3, Wages and Supplemental Benefits, Item D, 4.
Question #40	Please confirm or advise otherwise that only the IT /Maintenance Scheduling Supervisor is entitled to full comprehensive Health Care at no cost (no premiums) to the employee. All other non-union employees can be provided Healthcare as per company policy (employee contributions to premiums).
Answer #40	Please see Part V, Section 3, Wages and Supplemental Benefits.
Question #41	Can you confirm whether the IT person and Clerks have single, family etc. coverage at the moment?
Answer #41	The Port Authority does not have this information.
Question #42	Part V-6, Paragraph D.4.: states that the Contractor shall provide Health Benefits “with no employee contribution to health coverage premiums”. Please confirm that if an employee opts for family coverage, a contribution to the premium may be required by the Contractor.
Answer #42	Please see Part V, Section 3, Wages and Supplemental Benefits.
Question #43	Part I-6, Paragraph 12.a.1: Must financial statements be submitted with proposals? If so, will the Port Authority maintain confidentiality, or will they be subject to public review?
Answer #43	Please see Part I, Paragraph 12(a).
Question #44	Part V-15: Shift Schedule: 1) would the Port Authority please explain the meaning of MTC? 2) Would the Port Authority please clarify the responsibilities of “Squad 5”? It appears that Squad 5 consists of one Supervisor and 2 Maintenance Mechanics, who must work 6:30 am to 3 pm Monday through Thursday (“MTC” Shift) and 6:30 am to 2:30 on Friday (“B” Shift) – is that correct?
Answer #44	MTC stands for Maintenance. Please see Part V, Section 10, Staffing Requirements, Shift Schedule.
Question #45	Part III-4, Paragraph 5.a.i: states that “for each tour of duty, or any portion thereof, during which the Contractor fails to have the staff required..., the Contractor’s compensation shall be reduced by one hundred dollars (\$100) per hour. Please confirm that this applies only to Shifts A, B, and C?
Answer #45	Yes.
Question #46	Part V-7, Paragraph G states that “Contractors (and their subcontractors) should expect to be audited with respect to Wages, Health and Supplemental Benefits paid... All Wage and Benefit

	requirements under this Contract will be strictly enforced.” How frequently will the audits occur?
Answer #46	This is subjective.
Question #47	Part I-6, Paragraph 12.a.2: This paragraph requires that Bidders submit a Bidder’s Statement of Work on Hand, including current percentage of completion and other data. This would more typically be found in a proposal for construction work. Is this summary required to be submitted, and if so, should it be submitted for both management & maintenance contracts, and construction contracts?
Answer #47	Please see Part I, Paragraph 12, first paragraph.
Question #48	Per the union CBA we are required to pay 8 hours holiday, plus time and half when worked. Can we bill 8 hours overtime and 8 hours straight time for that day or just 8 hours straight time?
Answer #48	The Contractor can only bill for hours worked.
Question #49	Pricing Sheets: Will the Port Authority reimburse the Contractor at Overtime rates when the Contractor must pay Overtime to an employee? For example, if an employee works 16 consecutive hours, and the Contractor must pay overtime for 8 of those hours, will the Contractor be paid Overtime for 8 of those hours?
Answer #49	Please see Part IV, Pricing Sheets.
Question #50	Are non-union staff required to work holidays?
Answer #50	Please see above Changes/Modifications.
Question #51	For the Contractor’s monthly invoice – are all categories billed in a line item format with only actual hours worked on site to be billed in a given month?
Answer #51	Yes.
Question #52	Should all Paid Time Off (sick, vacation, personal, etc.) be built into the billable rate for all positions?
Answer #52	Yes, see Changes/Modifications.
Question #53	Do we have to provide office supplies, furniture, office phones, internet connection for the team?
Answer #53	Please see Part V, Section 14, entitled “Space Provided the Contractor.”
Question #54	Do we have to provide computers for the superintendent or any staff?
Answer #54	Please see Part V, Section 14, entitled “Space Provided the Contractor.”
Question #55	In Part V, paragraph 13, you refer to scissor lift as Skyjack Model SJ8831 as a 37 foot platform. According to our suppliers, that model is a 31 foot platform, not 37 foot. Could you please confirm the model number?
Answer #55	The model number is confirmed. The lift specifies a 31’ platform with a 37’ working height.
Question #56	Part III, page 3, paragraph 3.b): Please define how many days it will take for the Port Authority to verify the invoice after it has been submitted by the Contractor.
Answer #56	The Port Authority cannot define how many days might be needed

	for verification after invoice submission.
Question #57	Part III 3, page 8, clause 8, 3 rd paragraph: This paragraph defines how the Contractor would be compensated for Extra Work; therein it limits the Contractor's mark up to 5%. Is this markup amount in addition to the Contractor's fee inserted in Exhibit C?
Answer #57	Please see Part III, Section 8, entitled "Extra Work."
Question #58	Part III 3, page 8, clause 8, Net Cost paragraph: Please clarify the handling of sales tax related to subcontractors; is this sentence to be construed in the context of the next paragraph wherein it states that sales tax can be part of the reimbursed costs if pursuant to New York sales tax regulations.
Answer #58	Please see Part III, Section 8, entitled "Extra Work" and the Standard Contract Terms and Conditions, Section 15, entitled "Sales or Compensating Use Taxes."
Question #59	Our understanding of the invoicing and payment terms for this contract are that the Contractor will invoice the Port Authority for the actual hours employees are on site and working. Please confirm.
Answer #59	Yes.
Question #60	Please clarify the staffing plan. There seems to be inconsistencies between the pricing sheet and the staffing plan. For example, the staffing plan (page 15) states there is only one cleaner total (Squad 6; 6:30am through 3pm with ½ hour unpaid break); however, the pricing sheets have 5,976 hours for a cleaner. Also, the staffing plan (RFP page 15) states there is a Regulatory Code Compliance Supervisor (Squad 6; 6:30am through 3pm with ½ hour unpaid break); however, there is no place in the pricing sheets for this position. The seniority list (RFP Part II, item 13) has 8 supervisors, but the staffing plan (RFP page 15) has 5 supervisors (6 if you include the Regulatory Code Compliance Supervisor). There are 15 Maintenance Mechanics in the staffing plan (RFP page 15) (Squad 6), and on the pricing sheet the same shift (6:30am – 3pm) has 35,856 hours which appears to be 18 mechanics.
Answer #60	The hours listed are estimates for bidding purposes only. Please see Changes/Modifications above.
Question #61	Can you please confirm that the Contractor will only be paid for hours worked... meaning the Contractor has to build vacation/Sick pay into our hourly rate?
Answer #62	Yes.
Question #63	On the pricing pages, it states that some employees work an 8 hour shift with a "paid" lunch and some work an 8 ½ shift with an unpaid lunch. Does the Contractor bill the Port Authority for 8 hours in each case?
Answer #63	Yes.
Question #64	Please provide a copy of the facility inspection attendance sheets.
Answer #64	See attached.

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.

ATTENDANCE SHEET

BID #40562 – Operations and Maintenance Services at Airline Terminal
6, Hangars, and Buildings at John F. Kennedy International Airport

December 8, 2014

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