

THE PORT AUTHORITY OF NY & NJ

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

4/18/2017

ADDENDUM # 3

To prospective Bidder(s) on Bid # 49218: Snow Removal from Non-Aeronautical Public Areas at John F. Kennedy International Airport - Three (3) Year Requirements Contract:

Now due back on 4/26/2017, no later than 11:00 AM:

I. CHANGES/MODIFICATIONS

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

- The Bid Due Date is hereby extended to 4/26/2017, no later than 11:00 AM.
- Part III, Contract Specific Terms and Conditions:
Section 5. Liquidated Damages:
 - Replace subparagraph a) ii. in its entirety with the following:

“ii. If in any month during the term of this Contract the Contractor fails to perform Snow Removal when required pursuant to the Specifications, then the compensation payable by the Port Authority to the Contractor for such monthly period will be reduced by an amount equal to the product obtained by multiplying 200% of the “All-Inclusive Unit Price per 1/10th of an Inch” for each Area that the Contractor does not perform Snow Removal when required by the number of hours, or fractions thereof, beyond such time that the Contractor fails to perform such Snow Removal.”
 - Replace “employee” with “Supervisor” in subparagraph a) vii.
- Part IV, Pricing Sheets:

Delete Area X under Snow Removal for Years 1 to 3.

- Part V, the Specifications:
Section 3. Personnel Requirements:

Replace the first sentence of the third paragraph with the following:

“Not less than thirty (30) days prior to the start of Work hereunder, the Contractor shall submit to the Port Authority a completed, typewritten John F. Kennedy International Airport Snow Identification Card Application for each of its employees who will be performing Work in Area VI (Bulk Fuel Farm) so that they will be cleared for access at the guard posts.”

- Part V, the Specifications:
Section 5. Cellular Phone Requirements:

Replace this Section in its entirety with the following:

“The Contractor shall provide a cellular phone to each of its Supervisors under this Contract, and each Supervisor shall carry such device at all times while performing Work. Each Supervisor’s cellular phone must be operable, including having working voicemail functionality, at all times while he or she is performing Work. All costs associated with communication devices shall be borne by the Contractor and shall not be separately billable to the Port Authority. The Contractor shall provide cellular phone numbers for each of its Supervisors to the Manager prior to the start of the Contract and prior to the start of each Snow Season. The Contractor shall notify the Manager immediately if any such phone numbers change.”

- Part V, the Specifications:
Section 9. Space Provided to the Contractor:

Replace the first paragraph in its entirety with the following:

“For each Snow Season occurring during the term of the Contract, the Port Authority will provide space to the Contractor, free of charge, at an area or areas designated by the Manager for the staging of equipment required by this Contract. For times during the term of this Contract which are not in the Snow Season, the space provided to the Contractor during the Snow Season will remain available for storage of Contractor’s equipment free of charge. No space in addition to that provided during the Snow Season is guaranteed during the offseason.”

- Part V, the Specifications:
Section 15. Work and Equipment Required for Each Area (Non-Supplemental):

➤ Delete building “267” from Area IX.

- In Area IX, insert the following location and associated required equipment for such location beneath the list of required equipment for Building 141:

Tow Yard:

One (1) Pay Loader with 12ft box plow”

- Delete Area X Tow Yard Lot in its entirety.

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 particular 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 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, whether made orally 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 #2	Please confirm the intent of Liquidated Damage “ii.”and if it will be assessed in the same manner as Supplemental Work equipment.
Answer #2	See above Modification.
Question #3	There are some Areas that do not specify spreaders. Please clarify.
Answer #3	Refer to Section 15 of Part V that discusses additional equipment.
Question #4	Is the equipment storage space that is provided during the off-season free of charge as during the Snow Season?

Answer #4	Yes. See above Modification.
Question #5	In reference to the MBE/WBE Subcontracting Provisions in Part III, does fuel, equipment parts, and office supplies count toward the 60% goal under “Material Suppliers”?
Answer #5	Fuel and equipment parts qualify, but office supplies do not.
Question #6	Would you please provide the attendance sheet from the Facility Inspection?
Answer #6	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

SELENE ORTEGA, MANAGER
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO JOHN SANTIAGO AT John.Santiago@panynj.gov OR (212) 435-4613.









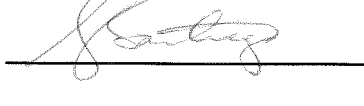
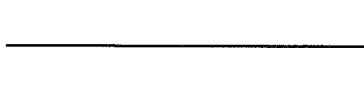
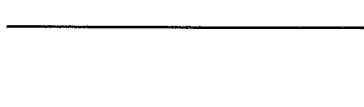
**FACILITY INSPECTION / PRE-BID MEETING
ATTENDANCE SHEET**

DATE & TIME: April 12, 2017 at 10:00AM

LOCATION: JFK Building 14 Lobby

BID NO.: 49218

TITLE: Snow Removal from Non-aeronautical Public Areas at JFK

	<u>Company Name</u>	<u>Attendee Name (Print)</u>	<u>Signature</u>
1	<u>Port Authority</u>	<u>Anthony Rivera</u>	
2	<u>Snow Systems</u>	<u>J. Bielack</u>	
3	<u>Creative Snow by Cow Bay</u>	<u>Dominick D'Alonzo</u>	
4	<u>LISA WILDER PA.</u>	<u>LISA WILDER</u>	
5	<u>ALAN KORZONOWSKI PA</u>	<u>PORT AUTHORITY</u>	
6	<u>JOE FERRUCI SNOWLIFT</u>	<u>JOE FERRUCI</u>	
7	<u>PANYNJ</u>	<u>Anthony Cusumano</u>	
8	<u>SNOWLIFT LLC</u>	<u>UGUR YURDER</u>	
9	<u>" "</u>	<u>Lou Fortinca</u>	
10	<u>Dons Tree</u>	<u>Dominick D'Alonzo</u>	
11	<u>PANYNJ</u>	<u>John Santiago</u>	
12			
13			
14			
15			