

**THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FLOOR  
NEW YORK, NY 10007**

10/4/2018

**ADDENDUM #4**

To prospective Bidder(s) on Bid # 54291 Inspection, Testing and Maintenance of the Fire Protection and Life Safety Systems at John F. Kennedy International Airport - Two (2) Year Contract

**Now due back on 10/12/2018, no later than 11:00 AM**

**I. CHANGES/MODIFICATIONS**

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

- (1) Part II, Section 10, entitled "Specific Bidder's Prerequisites," delete subsection (d) in its entirety.
- (2) Part IV, "Pricing Sheets," delete Pricing Sheets in its entirety and replace with the attached revised Part IV, Pricing Sheets dated 9/26/18.
- (3) Part V, "Specifications," delete Section 3, entitled "Personnel Assurance Program" in its entirety and replace with the following:

**"3. Prevailing Wages**

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its workmen, laborer, carpenter or mechanic (who are employed by it to work on an hourly or daily basis at any trade or occupation at or about the Facility) at least the prevailing rate of wage and supplements for others engaged in the same trade or occupation in the locality in which the Services are being performed at the time the Work is being performed and notwithstanding that such rate may be higher than the rate in effect on the date of the opening of the Bids/ receipt of Proposals.

For the purposes of this Contract, the annual prevailing wage and supplements schedules for the work being performed under this contract are those published by the Bureau of Labor Law, pursuant to Labor Law §§220 and 230 and New York City Administrative Code §6-109 and located at the New York City Comptroller's website at <http://comptroller.nyc.gov/general-information/prevailing-wage/>, for the locality and for the period of time in which the work is performed.

The provisions of this clause are inserted in this Contract for the benefit of such

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workmen, laborer, carpenter or mechanic as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any plumber, electrician, fire alarm technician, and sprinkler fitter less than the rates of wages and supplements above described, such plumber, electrician, fire alarm technician, and sprinkler shall have a direct right of action against the Contractor or such subcontractor for the difference between the wages and supplements actually paid or provided and those to which they are entitled under this clause. If such workmen, laborer, carpenter or mechanic are employed by any subcontractor whose subcontract does not contain a provision substantially similar to the provisions of this clause (requiring the payment or provision of a least the above minimum, and providing for a cause of action in the event of the subcontractor's failure to pay or provide such wages and supplements) such workmen, laborer, carpenter or mechanic shall have a direct right of action against the Contractor. The Port Authority shall not be a necessary party to any action brought by any workmen, laborer, carpenter or mechanic to obtain a money judgment against the Contractor or any subcontractor pursuant to this clause.

Nothing herein contained shall be construed to prevent the Contractor or any subcontractor from paying higher rates or providing higher supplements than the minimum hereinbefore described; and nothing herein contained shall be construed to constitute a representation or guarantee by the Port Authority that the Contractor or any subcontractor can obtain workmen, laborers, carpenters or mechanics for the minimum hereinbefore described.

The Contractor's or Subcontractor's failure to comply with any provision of this numbered clause may be deemed as a substantial breach of this Contract."

- (4) Part V, "Specifications," Section 4, entitled "SIDA Requirements," add the following after the last sentence:

"Contractors contracted by the Port Authority to perform contractual services at JFK must have security identification badges. At the time of contract award, the Contractor must submit a corporate package (company ID request package) to the Port Authority Security ID Office at John F. Kennedy International Airport. The Contractor must designate a Company Issuing Officer(s) who will be responsible for processing all Security ID applications. Issuing Officer(s) must attend an Issuing Officer training session conducted by the Port Authority Security ID Office prior to being certified as an Issuing Officer and on an annual basis. Employee attendance for this necessary training is the responsibility of the Contractor. All costs associated with such training shall be the responsibility of the Contractor. This training shall be required annually.

ID applicants must successfully undergo a Criminal History Records Check (CHRC) and Transportation Security Administration (TSA) Security Threat Assessment (STA) in order to obtain an ID card. Applicants who do not meet the CHRC and STA requirements will not be eligible to work at John F. Kennedy

International Airport on this Contract. There is a fingerprinting fee, please consult the ID Office for the fingerprinting fee amount.

Applicants must:

- Complete the Port Authority Security ID Application form (PA 3253) and present it to an authorized issuing officer for signature.
- All vehicle operators must possess a valid driver's license.
- Complete and pass the SIDA and Port Authority Driver Training class if necessary.
- Clear (CHRC) fingerprint background check and STA.
- Provide two forms of identification.

***\*\*The CHRC takes an average of two weeks for approval. Therefore, we urge applicants to submit their applications as soon as possible. The Manager will provide the Security I.D. Application form (PA 3253)***

It will be the Contractor's responsibility to capture and return all expired or invalid ID cards to the Port Authority Security ID office at John F. Kennedy International Airport. Failure to do so will preclude the Contractor from performing any further work on this contract or any other Port Authority contract as well as subject the Contractor to administrative fees.”

- (5) Part V, “Specifications,” Section 6, entitled “Codes and Standards,” subsection A, delete in its entirety and replace with the following:

“The Contractor’s or Subcontractor’s personnel performing the required services shall possess all applicable New York City and New York State licenses to maintain, repair, install, and operate a fire detection and fire suppression system in the City of New York. All licenses of personnel performing services shall be submitted to the Manager for review and approval prior to commencement of work.”

- (6) Part V, “Specifications,” Section 8, entitled “Personnel Requirements,” delete the third sentence, “Contractor’s personnel holding a Certificate of Fitness shall be in charge of the supervision and maintenance of the Systems” in its entirety and replace with following:

“The Contractor’s personnel shall hold a Certificate of Fitness while performing any maintenance, inspection, testing, and repair of the Systems.”

- (7) Part V, “Specifications,” Section 8, entitled “Personnel Requirements,” add subsection (h) below:

“The Contractor shall provide one (1) full time supervisor and six (6) full time technicians.”

- (8) Part V, “Specifications”, Section 18, entitled “Materials, Supplies and Equipment,” first paragraph, delete the following sentence:

“All parts that fail under Normal Wear and Tear shall be replaced at no additional cost to the Port Authority.”

## 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 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 therefore 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 therefore in any manner whatsoever.

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

<b>Question #1</b>	Are prevailing wages required?
<b>Answer #1</b>	Yes. Refer to Changes/Modifications, above.
<b>Question #2</b>	Is the Contractor required to provide one full-time supervisor and six full-time technicians?
<b>Answer #2</b>	Yes. Refer to Changes/Modifications above.
<b>Question #3</b>	Can a subcontractor’s technician be counted as one of the required full-time technician?
<b>Answer #3</b>	No. See Changes/Modifications above.
<b>Question #4</b>	Is the Contractor required to leave three vehicles at t the facility?
<b>Answer #4</b>	Yes, refer to Part V, Section 19, entitled “Vehicles-Parking-Licenses.”

<b>Question #5</b>	How will the Contractor be compensated for utilizing subcontractors for portions of this Contract when needed?
<b>Answer #5</b>	See revised Pricing Sheets, attached.
<b>Question #6</b>	Is Contractor required to perform testing on the fire extinguishers and fire hydrants?
<b>Answer #6</b>	Yes. Refer to Part V, Exhibits A and B.
<b>Question #7</b>	Does the Contractor need to establish an Issuing Officer for purposes of obtaining ID's?
<b>Answer #7</b>	Yes. Refer to Changes/Modifications above.
<b>Question #8</b>	Is SWAC or SIDA required for this Contract?
<b>Answer #8</b>	SIDA is required. Refer to Changes/Modifications above and Part V, "Specifications," Section 4, "SIDA Requirements.
<b>Question #9</b>	Will Contractor be responsible to purchase the license for the IBM Maximo system as well as work with the Port Authority on its integration?
<b>Answer #9</b>	Refer to Section 10, entitled "Computerized Maintenance Management System (CMMS)."
<b>Question #10</b>	Is the Contractor responsible for replacing the device that fails due to normal wear?
<b>Answer #10</b>	Refer to Changes/Modifications above.
<b>Question #11</b>	Who will decide if repairs of systems and equipment are necessary?
<b>Answer #11</b>	Refer to Part V, Section 2, entitled "Work Required by Specifications."
<b>Question #12</b>	Does each technician need to hold a Certificate of Fitness or just the supervisor?
<b>Answer #12</b>	Refer to Changes/Modifications above.
<b>Question #13</b>	Will a Class "B" license also be accepted to meet the license requirements for the prerequisites listed in Part II?
<b>Answer #13</b>	Refer to Changes/Modifications above.
<b>Question #14</b>	Is the Contractor responsible for maintenance and repair of the emergency and exit lights?
<b>Answer #14</b>	Refer to Part V, Exhibit B.
<b>Question #15</b>	Will any of the 5, 6 and 12 year inspections be due during the term of this Contract for the wet and dry chemical, and clean agent systems?
<b>Answer #15</b>	Refer to Part V, Exhibits A and B.

<b>Question #16</b>	Are the wet and dry chemical systems hood systems?
<b>Answer #16</b>	No.
<b>Question #17</b>	Are there device counts for the clean agent and wet and dry chemical systems available?
<b>Answer #17</b>	Refer to Part V, Exhibits A and B.

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 AND SERVICES DIVISION  
PROCUREMENT DEPARTMENT

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

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

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

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO STEVEN JOSEPH, WHO CAN BE REACHED AT (212) 435-4658 or at [stjoseph@panynj.gov](mailto:stjoseph@panynj.gov).

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

1. SIGNATURE SHEET .....	2
2. NAME AND RESIDENCE OF PRINCIPALS SHEET.....	3
3. PRICING SHEET(S) .....	4

Revised 9/26/18

**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. Signature also certifies understanding and compliance with the Code of Ethics for Port Authority Vendors. 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's Legal Business Name: \_\_\_\_\_

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 Contract Specific Terms and Conditions, Part III. Indicate below if 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 of the certification).

Revised 9/26/18

**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. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- 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 Total 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 Total 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 SHEETS**

**LABOR YEAR ONE**

<b>Item of Work</b>	<b>Estimated Annual Hours</b>		<b>All Inclusive Hourly Rate</b>		<b>Total Estimated First Year Price</b>
Supervisor (Normal Working Hours – Non-Emergency response)	2,080	x	\$	=	\$
Supervisor (Overtime – Emergency Call-in response)	400	x	\$	=	\$
Fire System Technician (Normal Working Hours – Non-Emergency response)	12,480	x	\$	=	\$
Fire System Technician (Overtime – Emergency Call-in response)	2,100	x	\$	=	\$

**Note: \* Hourly rates are all inclusive and shall include, but shall not be limited to, the Contractor's overhead, clerical staff, profit, travel time, and cost for vehicle use, including tolls, fuel, and parking costs.**

- A. TOTAL ESTIMATED YEAR ONE PRICE FOR LABOR: \$ \_\_\_\_\_**
- B. CMMS INTEGRATION COSTS: \$ \_\_\_\_\_**
- C. INVENTORY CONTROL PROGRAM COSTS: \$ \_\_\_\_\_**
- D. TOTAL ESTIMATED YEAR ONE PRICE: \$ \_\_\_\_\_**  
(Sum of A+B+C)

**CONTRACTOR'S PRICING SHEETS**

**LABOR YEAR TWO**

<b>Item of Work</b>	<b>Estimated Annual Hours</b>		<b>All Inclusive Hourly Rate</b>		<b>Total Estimated First Year Price</b>
Supervisor (Normal Working Hours – Non-Emergency response)	2,080	<b>x</b>	\$	=	\$
Supervisor (Overtime – Emergency Call-in response)	400	<b>x</b>	\$	=	\$
Fire System Technician (Normal Working Hours – Non-Emergency response)	12,480	<b>x</b>	\$	=	\$
Fire System Technician (Overtime – Emergency Call-in response)	2,100	<b>x</b>	\$	=	\$

**Note: \* Hourly rates are all inclusive and shall include, but shall not be limited to, the Contractor's overhead, clerical staff, profit, travel time, and cost for vehicle use, including tolls, fuel, and parking costs.**

- A. **TOTAL ESTIMATED YEAR ONE PRICE FOR LABOR:** \$ \_\_\_\_\_
- B. **CMMS INTEGRATION COSTS:** \$ \_\_\_\_\_
- C. **INVENTORY CONTROL PROGRAM COSTS:** \$ \_\_\_\_\_
- D. **TOTAL ESTIMATED YEAR TWO PRICE:** \$ \_\_\_\_\_  
(Sum of A+B+C)

**CONTRACTOR'S PRICING SHEETS**

**COMPENSATION FOR MATERIALS, PARTS AND COMPONENTS**

<b>ESTIMATED TWO (2) YEAR NET COST</b>	<b>CONTRACTOR'S PERCENTAGE MARK-UP/MARK-DOWN</b>	<b>ESTIMATED TWO (2) YEAR COST</b>
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\$1,000,000    X    +/- \_\_\_\_\_%    =    \$\_\_\_\_\_ + \$1,000.000    =    \$\_\_\_\_\_

Bidder shall insert a percentage to be added/subtracted (Bidder shall circle the + or -) to the Net Cost of materials, parts and components. This percentage shall be firm for the duration of the Contract, options and extension periods if exercised.

“Net Cost” means the Contractor’s actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all materials, parts, components, equipment, supplies, tools, and labor purchased or leased by the Contractor solely for use in performing Contractor’s obligations under this Contract, provided such purchase or lease has received the prior written approval of the Manager. The documentation that the Contractor receives from its supplier that accompanies the material will substantiate these charges.

**CONTRACTOR'S PRICING SHEETS**

**COMPENSATION FOR SUBCONTRACTORS**

<b>ESTIMATED TWO (2) YEAR NET COST</b>	<b>CONTRACTOR'S PERCENTAGE MARK-UP/MARK-DOWN</b>	<b>ESTIMATED TWO (2) YEAR COST</b>
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\$600,000      X      +/- \_\_\_\_\_%      =      \$\_\_\_\_\_ + \$600,000      =      \$\_\_\_\_\_

Bidder shall insert a percentage to be added/subtracted (Bidder shall circle the + or -) to the Net Cost of compensation for subcontractors. This percentage shall be firm for the duration of the Contract, options and extension periods if exercised.

“Net Cost” means the Contractor’s actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions, and refunds (whether or not any or all of the same shall have been taken by the Contractor) of all subcontractors used by the Contractor solely for use in performing Contractor’s obligations under this Contract, provided such purchase or lease has received the prior written approval of the Manager. The documentation that the Contractor receives from its supplier that accompanies the material will substantiate these charges.

**PRICE SUMMARY**

- A. **ESTIMATED YEAR ONE PRICE:** \$ \_\_\_\_\_
- B. **ESTIMATED YEAR TWO PRICE:** \$ \_\_\_\_\_
- C. **ESTIMATED TWO (2) YEAR COMPENSATION FOR MATERIALS,  
PARTS AND COMPONENTS:** \$ \_\_\_\_\_
- D. **ESTIMATED TWO (2) YEAR COMPENSATION FOR  
SUBCONTRACTORS:** \$ \_\_\_\_\_

**TOTAL ESTIMATED TWO (2) YEAR CONTRACT PRICE: \$ \_\_\_\_\_**