

THE PORT AUTHORITY OF NY & NJ

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

12/11/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid #40710 for SNOW REMOVAL SERVICES AT THE TELEPORT, STATEN ISLAND, NY

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

Originally due on 12/23/2014, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

Add the attached Part V to the bid document.

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 SELENE ORTEGA, WHO CAN BE REACHED AT (201) 395-3407 or at sortega@panynj.gov.

PS11A11

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PART V – SPECIFICATIONS

1. Specific Definitions

To avoid undue repetition, the following terms, as used in this Contract, shall be construed as follows:

“Facility” means The Port Authority Teleport located in Staten Island New York.

“Snow Season” means November 1 through March 31.

“Snow” means what is commonly known as snow, slush, sleet, freezing rain, ice, and hail.

2. Work Required by the Specifications

These Specifications relate to the performance of snow and ice clearance services and shall be on a continuous twenty-four (24) hours per day and seven days per week basis as required. The Contractor shall supply, maintain, operate and supervise all personnel, materials and equipment necessary for performance under this Contract.

Snow clearance hereunder shall consist of the removal of snow and ice accumulations from surfaces of the Facility including but not limited to facility roadways, security buildings, sub-station, storage building Port Authority parking lots sidewalks and loading dock, Telecenter building parking lots, shield wall perimeter roadway and South Avenue jug handle and shall involve the pushing and piling of accumulated snow and ice to locations designated by the Manager within the Facility (see attached map.)

The Contractor offers and agrees to furnish all labor, materials and equipment; perform all services; and do all other things necessary or proper for the clearance of snow at The Teleport on Staten Island in accordance with the terms and conditions of the Contract. This is a service Requirements Contract under which the Contractor is bound to remove the actual amount of snow, which falls, and the Port Authority is bound to pay the Contractor for removal at the prices set forth in the Contractor’s Pricing Sheets.

3. Secure Worker Access Consortium (SWAC)

As directed by the Manager, the Contractor is required to have certain of its staff, and any subcontractor’s staff, materialmen, visitors or others over whom the Contractor/subcontractor has control, who have access to certain areas or information, authorize the Authority and/or PATH or its designee to perform background checks and a personal identity verification check. As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing. The cost for said background checks for staff that pass and are granted a credential may be reimbursable to the Contractor (and its subcontractors), if approved in advance by the Manager in writing. Staff that are rejected for a credential for any reason are never reimbursable.

4. Supplemental Work

The Manager shall have the right at any time during the term of this Contract to direct the Contractor to perform supplemental work requiring the provision of additional labor and machinery beyond that necessary for standard snow and ice removal. Supplemental work shall include, but not be limited to the following, labor hours for snow and ice removal of sidewalks, walkways, stairways etc., equipment hours for snow removal less than 1" and/or ice clearance as defined herein. The Contractor's compensation for this supplemental work shall be in accordance with hourly rates inserted in the Contractor's Pricing Sheet, Exhibit B – Supplemental Work.

Any snowfall removal of less than 1" paid for under this section shall not be included in recorded snowfall total for payment under the provision of this Contract regarding snowfall over 10 inches in a Snow Season. The Port Authority makes no guarantee what quantity, if any, of Supplementary Work may be required. Unit prices of Supplemental Work include compensation for all cost and expenses to the Contractor such as, but not limited to equipment, operators, fuel, administration, supervision, insurance, overhead and profit.

5. Required Equipment and Services

The Contractor shall provide during the term of the Contract at The Teleport on Staten Island, NY, for exclusive use in connection with this Contract, at a minimum the equipment with operator listed in these specifications.

As and whenever the need arises during the contract period, the Contractor shall perform or shall cause to be performed for the Authority and to the Authority's satisfaction the following services:

- a. Provide two (2) four wheel drive full size $\frac{3}{4}$ ton pickup trucks equipped with automatic transmissions, 7' power reversing plows, 2 $\frac{1}{2}$ cubic yard capacity hopper type automatic salt and deicing material spreader, powered by a truck-engine-driven hydraulic pump (auxiliary engine power not acceptable), or equivalent. All equals are subject to Port Authority approval. Spreaders will be utilized to apply Port Authority supplied bags and/or bulk deicing material.
- b. At the accumulation of less than one (1) inch of snow or ice and or, to apply Port Authority supplied bags and /or bulk deicing materials for slippery ice conditions or whenever the Manager deems necessary, the Contractor shall report to the Facility within one (1) hour upon being called in by the Manager or his representative. Compensation will be in accordance to the hourly rate for supplemental work for actual time spent at the Facility. If the snow progresses and accumulation reaches or exceeds one (1) inch, the Contractor will be compensated at the lump sum price for snow clearing and labor up to ten (10") inches. Compensation for snow clearing above ten (10") inches will be compensated by the per inch price for snow removal. No additional compensation will be paid to the Contractor to load or unload Port Authority supplied bags and/or bulk deicing materials into snow /ice clearing equipment.
- c. At the accumulation of one (1) inch of snow or ice, recorded by the National Weather Service at Newark Liberty International Airport, clearance of snow from the Facility

roadways, security buildings., sub station, storage building, Port Authority parking lots, sidewalks and loading dock, Telecenter building parking lots, shield wall perimeter roadway and South Avenue jug handle, using two (2) plows with spreaders, and as the storm progresses the following equipment shall be put into use:

One (1) or two (2) Bobcat series 800 front loaders or Port Authority approved equal, equipped with optional cab enclosures, heaters, headlights, and backup horns, as the manager may deem necessary.

- d. At the accumulation of six (6) inches of snow or ice, recorded by the National Weather Service at Newark Liberty International Airport, clearance of snow from the Facility roadways, security buildings., sub station, storage building, Port Authority parking lots, sidewalks and loading dock, Telecenter building parking lots, shield wall perimeter roadway and South Avenue jug handle, using two (2) plows with spreaders, two (2) Bobcat series 800 front loaders or Port Authority approved equal, in conjunction with the following rubber tired equipment in service condition:

One (1) 8 or 10 Cubic Yard Tandem Dump Truck with Plow.

- e. At the accumulation of twelve (12) inches or more of snow or ice, recorded by the National Weather Service at Newark Liberty International Airport, clearance of snow from the Facility roadways, security buildings., sub station, storage building, Port Authority parking lots, sidewalks and loading dock, Telecenter building parking lots, shield wall perimeter roadway and South Avenue jug handle, using two (2) plows, two (2) Bobcat series 800 front loaders or Port Authority approved equal, one (1) 8 or 10 yard dump truck plow in conjunction with the following rubber tired equipment in service condition, may be required by the Manager as " Supplemental Work" :

One (1) 17 Cubic Yard Tandem Drive Dump Truck with Plow

- f. In the event that snow and ice piling is no longer feasible because of excessive accumulations, the Manager shall have the option, in his sole discretion, to direct the Contractor to haul the said piled snow by dump truck to a location within the limits of The Teleport. This work shall be considered as supplemental work and will be compensated at the hourly rates under supplementary work.
- g. The Contractor shall provide the equipment stated above to be dispatched in accordance with the requirements as specified herein and one (1) backup unit for every piece of equipment set forth herein, to be in service within one (1) hour in the event of a breakdown of any unit.

All equipment furnished shall conform to Port Authority standards as specified herein as well as with all other requirements and standards. The Port Authority will allow the Contractor to store two (2) plows and two (2) Bobcats without charge; one plow with spreader must be kept on site during the snow season (November 1-March 31), on the Port Authority's premises at The Teleport, at a location or locations specified by the Port Authority's Manager.

Snow clearing operations hereunder shall include the removal of snow and ice accumulations from various areas of the Facility as directed by the Manager and shall consist of the pushing and piling of such accumulated snow and ice and hauling of snow and ice as required to areas

designated by the Manager. Snow and ice clearing shall continue until all of the areas specified by the Manager have been cleared to his/her satisfaction. Priorities may be determined at any time by the Manager.

Snow and ice clearing hereunder shall be provided on a continuous twenty-four (24) hour basis. The Manager's decision as to when removal operations are to commence, which equipment shall be used, the quantity and type of equipment, the priorities of work and tactical decisions, shall in all respects be final and binding on the Contractor.

The Contractor shall retain and exercise control over the manner in which its employees, agents and employees perform their operations in the snow and ice clearance and other related services performed and supplied hereunder. The Contractor shall be responsible for supplying, maintaining, operating and directing the equipment and workers necessary for full and complete performance of the service provided for in this Contract. The Contractor shall be required to assign a Supervisor with complete authority over all personnel and equipment to effect proper performance under this contract. Said Supervisor shall remain on duty during all times when services are being performed hereunder and shall perform his/her duties from a Port Authority supplied portable radio, to receive direction from the Manager. There shall be no additional invoicing for the Supervisor.

6. Inspection

All operations and services of the Contractor in connection with the Contract shall be at all times and places subject to the inspection of the Port Authority, its officers, employees and representatives. In connection with the performance of its snow and ice clearing obligations hereunder, the Contractor shall comply with such directions and procedures as may be established from time to time by the Manager.

7. Safety Requirements

All equipment employed by the Contractor in furnishing services hereunder shall meet with the safety requirements specified in the federal and local legislation governing occupational health and safety of the employees, which would be applicable if the Port Authority were a private corporation and shall be of such quality as to accomplish the purpose of this Contract.

If, at any time, in the opinion of the Manager, improper or unsafe equipment is employed by the Contractor in furnishing service hereunder, the Contractor shall, upon notice from the Port Authority, employ such proper and safe equipment as may be specified in such notice, or discontinue the use of such improper and unsafe equipment as may be specified in such notice, as the case maybe. Any approval by the Manager of anything done or equipment used by the Contractor shall be construed merely to mean that at the time the Manager knows of no good reason for objecting thereto; and no such approval shall relieve the Contractor of his full responsibility for timely completion, safe and accurate performance of the work in accordance herewith or from any duty, obligation or liability imposed upon him by the Contract or from responsibility for injuries to persons or damage to property.

8. Equipment Standards

- a. All equipment must comply with the requirements listed in the Teleport Rules and Regulations as issued by the Port Authority of New York and New Jersey; said Rules and

Regulations are available at the office of the Manager.

- b. At no time may the blade or bucket on any piece of equipment be raised more than twenty inches (20") above the ground while such equipment is moving about the Facility.
- c. All broken windshields and windows shall be repaired within forty-eight (48) hours of occurrence.
- d. Each piece of equipment shall be equipped with the following:
 1. A back-up horn.
 2. A reflector diamond affixed to the rear end of the vehicle.
 3. Headlights, taillights, and three hundred and sixty (360) degree overhead amber light.
 4. A snow flag mounted vertically on top of the end of the plow blade.

9. Personnel Requirements

The Contractor shall furnish competent and adequately trained personnel to perform the services required of the Contractor under this Contract. All employees assigned to provide the services at The Teleport must be able to communicate in English, to the extent necessary to comprehend oral or written directions given by the Manager. If any such personnel do not perform the services to be furnished hereunder in a proper manner satisfactory to the Manager, the Contractor shall take all steps necessary to remedy such unsatisfactory performance.

- a. During the snow season, the Contractor shall have a representative available on a 24-hour basis that shall be authorized by the Contractor to receive and put into effect promptly all orders, directions and instructions from the Manager. Orders and directions may be given orally by the Manager or his designated representative and shall be received and promptly obeyed by the Contractor or his representative or any superintendent, foreman or other employee of the Contractor who may have charge of the particular part of the work in relation to which the orders or directions are given by the Manager.
- b. The Contractor must have a Supervisor assigned to this Contract who is experienced in snow and ice clearing operations similar to those required under this Contract or who has worked with other companies or services of equal type, extent and complexity. The Supervisor shall have complete authority over all equipment and labor to effect proper performance under this Contract. Said Supervisor shall be in radio contact with the operators of all required equipment and the Manager, and shall remain on duty at all times when services are being performed.
- c. The Contractor shall provide within one (1) hour notice by the Manager or his representative, a laborer or laborers in numbers specified by the Manager. The laborer may be assigned the duties of, but not limited to; hand shoveling, hand spreading of snow melting materials, or operating contractor supplied snow blowers. Payment for services performed by these laborers and equipment shall be at the applicable hourly rate for laborers for supplementary work set forth in the Contractors Pricing Sheets.

10. Photo Identification Badges

The Contractor shall obtain for its employee's photo identification badges approved by the Port Authority. Photo identification badges shall be worn in a conspicuous and clearly visible position by all personnel of the Contractor whenever performing work under this Contract.