

THE PORT AUTHORITY OF NY & NJ

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

12/3/2013

ADDENDUM # 2

To prospective Bidder(s) on Bid # 35406 for Fire Alarm Maintenance at the Port Authority Bus Terminal

Due back on 12/06/13, no later than 11:00AM

I. CHANGES/MODIFICATIONS

Part V, Section 5, entitled “Replacement of Materials and Parts”, bullet A,

delete the third sentence “For equipment with estimated quantities of six (6) devices or more, a minimum of six (6) of each type of device shall be kept on site.”

and **replace** with “For equipment with estimated quantities of six (6) devices or more, a minimum of three (3) of each type of device shall be kept on site.”

Part V, Section 4, entitled “Scheduling of Work” in the first sentence after the word “Holidays”, **insert** “with the exception of Work requiring testing of audible and visual devices, which shall be performed between the hours of 10PM – 5AM.”

Part IV, Exhibits E.1, E.2 and E.3, Line Item “One (1) On-site Service Technician, Regular Working Hours, Total Days Per Year”: **delete** 125 and **replace** with 250.

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

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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.

<i>Question #1</i>	Does the technician on-site need to have a current Siemens certification or does a previous Siemens certification suffice? Generally, if a technician was employed by Siemens or a Siemens distributor he would be Siemens trained and certified. However, if he leaves their employ, his certification is no longer valid. Therefore, can only Siemens or a Siemens distributor bid this contract?
<i>Answer #1</i>	See Part II, pages 2 and 3, section 10 for “Specific Bidder’s Prerequisites” See Part V, pages 4 and 5, section 2 for “Work Required by these Specifications”
<i>Question #2</i>	What entity owns the programming software? It is understood that Port Authority owns all of the devices, wiring, etc., associated with the fire alarm system. However, the programming software may be owned by Siemens or a Siemens distributor. Is the “word of the day” from Siemens required for programming or can the software be downloaded onto a laptop and programmed without this?
<i>Answer #2</i>	The Port Authority has a static password with administrator rights. The Port Authority owns the rights in a non-exclusive single site application for a government installation. The vendor provided this as part of the initial installation bid.
<i>Question #3</i>	The existing NCC UL listed color graphics computers are not included in the quantity of equipment to be provided for the site under the maintenance bid since it is not delineated in Exhibit B. We suggest to the Port Authority that they may wish to consider the fact that these computers are (14) fourteen years old and may wish to request a line item to replace them and then have the existing ones used as spares in the event of a failure? If not, will routine maintenance be required on the existing computers?
<i>Answer #3</i>	The computers with all associated hardware components and software are, although not explicitly called out under the Part IV pricing sheets, a part of the scope of work defined in Part V. The bid will encompass inspection, testing, repair and maintenance of

	existing computers. Upon award of the Contract, the Contractor is welcome to present to the Manager for review any opportunities to enhance or improve upon the existing system. Specific definition under Part V for “Fire Alarm System” encompasses computer hardware and software.
Question #4	Please note the existing UPS systems are not included in the quantity of equipment to be provided for the site under the maintenance bid since it is not delineated in Exhibit B. Is routine maintenance required on these components as well?
Answer #4	UPS units are associated with graphics computers. Please see response to Question #3.
Question #5	Part V Section 5 entitled “Replacement of Materials” the Unit Prices for the fire alarm devices as indicated in Exhibit B request (6) six spare parts per item of existing devices in excess of (6) or (1) for existing devices of less than (6). Where should the cost for these components be delineated? Please be aware that should these units be procured that they will be invoiced and left on site. Once there they will begin to age and they only carry a two-year warranty from the date of manufacture.
Answer #5	Please see Section I. Changes/Modifications above.
Question #6	Port Authority to advise if the pricing for Exhibit D should include the semi-annual price for recharging each system. It was noted in a previous years request that each FM-200 system listed has a different fill value for gas. In addition, if you wish a price for the recharge of the system, one must account for the hydrostatic testing of the cylinders as well as the potential repair to the cylinders which might be required due to the age of the cylinders. Should we provide for one complete recharge of the system per year, which system are we to use for the pricing and how much FM-200 gas should we estimate, since the three systems are different? We recommend that the request ask for a price per system for recharge and potentially additional cost pricing for rebuilding cylinders, hydrostatic testing, and any other extraneous costs, which might be incurred.
Answer #6	Please see Part V, Section 14, entitled “Inspections, Maintenance, Testing and Repairs of the Fire Suppression Systems. All costs for maintenance and repair of the system are to be included in the pricing under Exhibit “D” except in cases where conditions applicable to Extra Work apply.
Question #7	In Part V, Section 13, Item 14 states the maintenance inspection should include the listed routines as a minimum and follow NFPA and the manufacturer's service manual. Room integrity tests (Fan Test) are not a listed requirement but are required annually per NFPA. Our personnel are certified and we have included a Room integrity Test, once performed and if it fails, the room will need to be sealed by the owner, and a re-test fee would be required to test

	again. Please confirm that the fan test is required and if so, how do we identify your cost for any additional testing required due to room retention failure?
Answer #7	As noted in the bid document, work required under the specifications follow the Manual and additional activities listed under Part V. Any retesting required due to failure of room integrity will be compensated in accordance with the Extra Work provisions of the Contract.
Question #8	It has been normal practice that when performing service maintenance within the facility that the audible and visuals be tested for proper operation on overtime during the facilities monthly testing. In keeping with Part V, Page 20 Section G this states that these are to be tested during normal working hours during its normal maintenance frequency. Please advise if these tests will be performed on overtime or straight time?
Answer #8	Please see Section I. Changes/Modifications above.
Question #9	It appears that Exhibit B does not list or identify the quantity of devices attached to the tenant sub-systems for the tenant spaces. Please advise what quantities should be used for the devices, or will the device contract unit price be utilized for the components.
Answer #9	This has been an item in previous contracts and will remain as-is. Tenant systems will require remedial maintenance service.
Question #10	Exhibit E shows (125) days of required onsite man power during normal work hours. Yet Part V Section 3 requests a technician to be on site daily. It is our perception that personnel are to be provided all days with the exception of weekends and holidays. Please confirm the quantity desired for the on-site working days per year.
Answer #10	The hours provided will be changed to 250 days to reflect on-site technician requirement. Please see Section I. Changes/Modifications above.
Question #11	Exhibit E requests a price for additional hours for the on-site technician but only has 20 hours for the year. As per Part 5 Section 3 the onsite manager has the right to keep the technician for an additional (2) hours daily. How would we be compensated if the actual hours are more then what has been requested?
Answer #11	If actual hours are more than estimated on pricing sheet, then contractor will be compensated by the unit price per hour under Exhibit E.
Question #12	It is our perception that the estimated number found on Exhibit F is for New Installation labor to be utilized for the Construction department. We would appreciate clarification of these responsibilities, since there is no defined scope, duration, or example of the Microsoft Excel program expected. Yet the paragraph refers to liquidated damages for failure to complete the undefined scope within an undefined schedule. Please provide us additional insight into the scope/intent of this requirement and the

	worksheet so we can provide the proper overhead costs required to effectively estimate and manage these undertakings to your satisfaction. Is this amount for labor, material, sub-contractor, or all?
Answer #12	There are general information forms pertaining to equipment under this service contract within the Manual that must be filled out by the contractor. The initial population of these forms is specified as Project Work with pricing to be included under Exhibit F. Any costs for periodically updating these forms are to be included in the maintenance costs in Exhibit A.
Question #13	Please advise whether we need to define a report "exactly" as is defined in the specification, or will a report which has the same information in an existing format be acceptable?
Answer #13	All forms contained in the Manual must be filled out or provided electronically in the same format. Forms and documentation for all other information required per contract will be provided for the Manager's review and approval.
Question #14	Please be advised that our union rules call for the following definitions of straight time, overtime and premium time. Straight Time Monday - Friday 8:00 a.m. to 4:30 p.m. Overtime Monday -Friday 4:30 p.m. to 8:00 a.m. Saturday All Day Any hour after an 8 hour day worked Double Time (Premium) Time Sundays and Holidays All Day Please be advised that we will use our Union approved Flex time to meet the Straight time hours of the Port Authority for the Daily On Site individual schedule. The above rates would apply to any additional personnel, or scheduling of resources for other requirements at the site.
Answer #14	Please see Part V, Specifications, Section 1, Specific Definitions for the hours of work.
Question #15	In Part V Section 12, k it refers to acceptance tests on new equipment. Please be advised whether we will need to calculate manpower for these scopes of work as part of this contract. If so how are we to break down the costs for this service?
Answer #15	The section refers to equipment and components installed as part of inspection, testing, repair and maintenance of the existing fire alarm system.
Question #16	Part V Section 13, A Annual and G. Please advise whether we are to provide a separate price for the painting of conduit? This is not within the normal mandate of our trade, and has not previously been a requisite. In addition, the type of paint, the quantity of coats, and the methodology is not defined.
Answer #16	The painting remains part of the scope of work.

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.