

THE PORT AUTHORITY OF NY & NJ

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

1/7/2015

ADDENDUM # 2

To prospective Bidder(s) on Bid # 40923 for Building Operation and Maintenance of Two Montgomery Street, Jersey City, New Jersey – Two (2) Years

Due back on 1/13/2015, no later than 11:00AM

I. CHANGES/MODIFICATIONS

Part V, Section 7, entitled “Performance Procedures,” second paragraph **delete** in its entirety and **replace** with:

“All trash (whether solid or liquid) arising out of or in connection with the Contractor's operations hereunder shall be placed, as space permits, in a dumpster to be provided by the Port Authority, at a location onsite as designated by the Manager, for collection and removal by removal by a third party contracted by the Port Authority. No such trash shall be thrown, discharged or disposed of into or upon any location other than the provided dumpster.”

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 # 2	Part III-6, it states the Contractor shall take out, maintain and pay premiums on Boiler and Machinery insurance all risk basis, for loss caused by mechanical or electrical equipment breakdown, including but not limited to damage to the equipment, damage to proper and damage to property of others in limits of not less than \$2 million each occurrence. Usually the owner (Port Authority) would carry Boiler and Machinery coverage on their property. Please confirm insurance coverage. Where should the cost of the insurance be carried?
Answer # 2	The Section “Insurance Procured by the Contractor” is correct. Where to carry the cost of the insurance is a business decision that is up to the bidder.
Question # 3	Part V-3 paragraph. 4; Are replacement personnel required for vacation, personal and sick days? If so, where should the cost of replacement personnel be carried?
Answer # 3	Yes, please see Part V, Section 4, entitled “Hours” second paragraph. Where to carry the cost of replacement personnel is a business decision that is up to the bidder.
Question # 4	Part V-3 paragraph 4; Work performed on a call-in basis: If an emergency notification is called in on a holiday what labor rate should be used?
Answer # 4	Please see Part V, Section 1, entitled “Specific Definitions.”
Question # 5	Part V- 4 & 5 paragraph 7; Trash; Does the current contract include a dumpster supplied by the contractor? If so, what is the name and telephone number of the vendor? Where is the dumpster kept? Where should the cost of the dumpster be carried?
Answer # 5	Please see Changes/Modifications above.
Question # 6	Part V-11 paragraph. 24d; How many portable and semi-portable fire extinguishers should be carried in the bid? Where should the cost for recharging and replacement be carried?
Answer # 6	Please see Part V, Section 24, entitled “Scope of Work 3 – Fire Protection Systems,” first paragraph. The Contract only requires labor for this work.
Question # 7	Part V-11 para. 25a; There is no cooling tower or chilled water maker (AC system) on the equipment list. Cooling towers, chilled water makers and or air conditioning units are not mentioned in Part V-8 para. 22 yet this paragraph (Part V-11 para. 25a) includes “operation and maintenance of the water treatment system, glycol system, cooling towers, for the condenser water and hot water heating systems and the steam boilers” Is operation and maintenance of a cooling tower and or AC system included in this bid? If so please supply equipment type, amount, model and serial numbers.
Answer # 7	Yes. The equipment information is supplied below.

	<ul style="list-style-type: none"> ▪ One (1) Marley NC8400 Cooling Tower (NC8403QCN) ▪ Two (2) Rooftop Trane Intellipak Units (J98672635) ▪ Eight (8) Trane commercial self contained HVAC units (SWD0654) ▪ Three (3) Trane HVAC units: AC-1B SCWD0464; AC-1C SWU8-C104M and AC-1D SWU8-8754M) ▪ Seventeen (17) supplemental Data Aire Units: AHU-2-1 DALG-1034-P-D; AHU-2-2 DAMG-2.512; AHU-2-3 DALG-0634-P-D; AHU-2-4 DAMF-1.512; AHU-2-5; DAMG-0112; AHU-2-6 DAPG-0434-P; AHU-2-7 DAMG-0112; AHU-3-1 CW10G4AX; AHU-3-2 CW564ASX; AHU-3-3 CW15G4BX; AHU-3-4 CW2G4AX; AHU-4-1 CW5G4ASX; AHU-4-2 CW3G4ASX; AHU-4-3 CW3G3ASTA-X; AHU-4-4 CW6G3ASTA-X; AHU-5-1 CW6G4AX; AHU-5-2 CW12G4BX
Question # 8	Part V-12 para.26a; Please define operation and maintenance of the facility electrical power distribution system.
Answer # 8	Operation and maintenance of the facility electrical power distribution system shall mean the inspection and performance of preventive maintenance by the Chief Engineer and Lead Engineer working under this contract on all building electrical panels (i.e., generator distribution, back-up power, lighting and receptacles, etc.) and the handling of all electrical issues related to HVAC systems. In addition, the Chief Engineer and Lead Engineer will respond to outages, replace ballasts and perform relamping as necessary.
Question # 9	Part V-12 para.26d; Our understanding from the scope of work included in this bid is that it is for operation and maintenance of HVAC systems, more specifically boilers and a water heater. Is an electrician part of the scope as well? Should we supply hourly rates for an electrician?
Answer # 9	Please see Part V-8, Paragraph 21 regarding general requirements and Scopes of Work 1 through 6. No electrician is required.
Question #10	Are the individuals performing the subject duties at the site covered under a Collective Bargaining Agreement?
Answer #10	Yes, the Port Authority believes it is Local 68.
Question #11	Also, while Part V – Specifications, Part V-8 provides a partial equipment list, can you also provide the age of the equipment because this will impact the cost of the insurance coverage?
Answer #11	The boilers listed are 47 years old (1968).
Question #12	Although the bid estimate of 2,080 hours is listed, it is not possible to bill this amount due to holidays, vacation and sick time per person. Can you confirm that we can only bill for hours worked on site?
Answer #12	The Contractor can only bill for hours worked on site at the rates inserted on the Pricing Sheets.
Question #13	For backfill, the local 68 contract states it has to be an operator that covers when an engineer is out, can you confirm?
Answer #13	The Port Authority cannot confirm. Please contact the local directly.
Question #14	The union contract states that the engineers have to be paid standby pay for being on call, can you confirm?
Answer #14	The Port Authority cannot confirm. Please contact the union directly.

Question #15	The bid includes a Prevailing Wages section. Are we to price according to prevailing wage or Local 68 CBA, as it appears the CBA is approximately \$2.00 per hour below the total wage and benefit amount of the prevailing wage.
Answer #15	Please see Part I, Section 9, entitled "Union Jurisdiction."
Question #16	Part V #24 section D states the contractor is responsible for the inspection, recharging and replacement of portable and semi-portable fire extinguishing equipment. Is the contractor responsible for the cost of recharging or replacement and if so where would that be included in the pricing?
Answer #16	Please see Part V, Section 24, entitled "Scope of Work 3 – Fire Protection Systems," first paragraph. The Contract only requires labor for this 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.