

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER (4 WTC)
150 GREENWICH STREET, 21ST FLOOR
NEW YORK, NY 10007**

9/9/2016

ADDENDUM # 4

To prospective Bidder(s) on Bid # 46948 for MAINTENANCE AND REPAIR OF OVERHEAD ROLLING DOORS AT LAGUARDIA AIRPORT – THREE (3) YEARS CONTRACT

Due back on 9/15/2016, no later than 11:00AM
(Originally due on 9/13/2016, no later than 11:00AM)

I. CHANGES/MODIFICATIONS

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

- 1) The Bid due date is hereby extended to 9/15/2016, no later than 11:00 AM
- 2) Part IV entitled “Signature Sheet, Name and Residence of Principals Sheet and Pricing Sheet(s)”, delete pages 5 and 6 in its entirety and replace it with the revised pages 5, 6 and 7, Revised 9/1/2016.
- 3) Part V entitled “Specifications”, delete in its entirety and replace it with the revised Part V entitled “Specifications”, Revised 9/6/2016.

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 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 # 2</i>	Is Prevailing wages included in the bid document?
<i>Answer # 2</i>	Please see revised Part V.
<i>Questions # 3</i>	Will Port Authority compensate for equipment, such as cranes or scissor lifts?
<i>Answer # 3</i>	Please see revised Part IV and Part V.
<i>Question # 4</i>	Will all preventive maintenance and service be done on an hourly basis?
<i>Answer # 4</i>	Please refer to “Exhibit A, B and C” of Pricing Sheet
<i>Question # 5</i>	Will shipping costs for shipping parts such as replacement slats for Hydraulic doors be a billable item?
<i>Answer # 5</i>	No.

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
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
SRIVIDYA DESHPANDE, AT (212) 435-4637 OR AT
SDESHPANDE@PANYNJ.GOV.

PRICING SHEET

Exhibit A: Compensation for Labor – Year 1

Item #	Service Type	Est. Annual Hours		Hourly Rate		Estimated Annual Cost of Labor – Year 1
1	Routine Service	200	x	\$	=	\$
2	Emergency Service	24	x	\$	=	\$

Estimated Total of Exhibit A (Year 1) = \$_____ (sum of Item 1 and Item 2)

Exhibit B: Compensation for Labor – Year 2

Item #	Service Type	Est. Annual Hours		Hourly Rate		Estimated Annual Cost of Labor – Year 2
1	Routine Service	200	x	\$	=	\$
2	Emergency Service	24	x	\$	=	\$

Estimated Total of Exhibit B (Year 2) = \$_____ (sum of Item 1 and Item 2)

Exhibit C: Compensation for Labor – Year 3

Item #	Service Type	Est. Annual Hours		Hourly Rate		Estimated Annual Cost of Labor – Year 3
1	Routine Service	200	x	\$	=	\$
2	Emergency Service	24	x	\$	=	\$

Estimated Total of Exhibit C (Year 3) = \$_____ (sum of Item 1 and Item 2)

Exhibit D - Compensation For Materials, Supplies & Tools (Three (3) Year Estimated Cost)

Bidders shall insert a percentage to be added/subtracted (bidder shall indicate + or -) to the Three (3) Year Estimated Net Cost of material, supplies, tools, & equipment. This % shall be firm for the duration of the Contract and any options and extensions if applicable.

Three (3) Year Estimated Net Cost (A)		Bidders % Markup / % Markdown (B)		Estimated Bidders Markup / Markdown (C)		Three (3) Year Estimated Cost (A) + (C)
\$12,000	X	_____ % Markup (+) or Markdown (-) or Zero. Bidders shall indicate + or - or 0 to 4 digits to the right of the decimal point e.g.: 1.2345	=	\$		\$

Estimated Total of Exhibit D (Three (3) Year Price) = \$ _____
(A + C)

Exhibit E: Compensation for Equipment (Three (3) Years Estimated Cost)

Equipment	Estimated Three (3) Years Quantities		Daily Rate		Three (3) Year Estimated Cost
32' Scissor Lift	15 Days	x	\$	=	\$

Estimated Total of Exhibit E = \$ _____

PRICING SUMMARY

- 1) Estimated Total of Exhibit A (Year 1) \$ _____
(Exhibit A)

- 2) Estimated Total of Exhibit B (Year 2) \$ _____
(Exhibit B)

- 3) Estimated Total of Exhibit C (Year 3) \$ _____
(Exhibit C)

- 4) Estimated Total of Exhibit D (Three (3) Year Price) \$ _____
(Exhibit D)

- 5) Estimated Total of Exhibit E (Three (3) Year Price) \$ _____
(Exhibit E)

TOTAL ESTIMATED THREE (3) YEAR CONTRACT PRICE: \$ _____
(Sum of 1, 2, 3, 4 & 5)

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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 LaGuardia Airport (LGA), including, but not limited to, the locations specified under Section 9, Door Types and Locations.

“Manager” means the General Manager or Manager of LaGuardia Airport and his/her duly authorized representative.

“Maintenance Supervisor” means the Port Authority Maintenance Supervisor who is responsible for the scheduling, coordinating and overseeing of Work.

“Contract Administrator” means the Port Authority Maintenance Supervisory staff authorized to administer Port Authority Contracts as the agent of the Manager.

“Regular Hours” means Monday through Friday, between 6:30 AM and 3:00 PM Eastern Time, excluding Port Authority Holidays.

“Routine Service” means any Work performed during Regular Hours.

“Emergency Service” means any Work performed by the Contractor in response to situations or conditions that the Manager has designated as an emergency, or any Work performed on a Port Authority Holiday or a Saturday or Sunday.

2. Work Required by the Specifications

These Specifications relate generally to the maintenance and repair of overhead rolling-doors, and the furnishing of material and equipment related thereto. The Contractor shall furnish all supervision, labor, equipment, material, supplies and transportation necessary to maintain and repair the overhead rolling doors at the Facility. Maintenance shall consist of inspecting the overhead rolling doors and associated equipment and recommending to the Contract Administrator preventative actions that will help avoid future malfunctions. Repair shall consist of all actions necessary to diagnose and correct overhead rolling doors and associated equipment that are malfunctioning, damaged, or have otherwise failed to function properly.

In performing maintenance, the Contractor shall use all reasonable care to keep the overhead rolling doors and associated equipment in proper, safe, and efficient operating condition. The Contractor shall furnish all labor, materials, supplies, parts, equipment, temporary barricades, warning signs, and take such other safety precautions as may be required and do all things necessary or proper for or incidental to such maintenance. Maintenance hereunder shall be deemed to include any removal and replacement of equipment and materials as may be necessary or desirable to afford access to the equipment for maintenance. All maintenance shall be performed in accordance with all

applicable Federal, state, and local laws, rules, regulations, orders or other similar requirements.

In the event the Contractor deems any overhead rolling door to be in an unsafe condition, the Contractor must notify the Manager immediately of such condition. In addition, after servicing such overhead rolling door, the Contractor must immediately notify the Manager if any replacements parts are needed.

The Contractor must be capable of repairing all overhead rolling door types at the Facility and as set forth under Section 9 hereof. The Contractor shall not utilize a sub-contractor without the prior written consent from the Manager or his/her designee. All sub-contractors must be a certified Rytec Dealer. Annual safety inspections will be required with documentation supporting the results of such inspections. The Contractor shall correct all work deemed unsatisfactory by the Manager, and pay or cause to be paid, all lawful claims of suppliers, employees and other third persons. All things done by the Contractor shall be at its sole risk and expense. The Contractor shall perform all services at such times, places, and in such manner, as the Manager deems best. The Manager shall have the authority to decide all questions in connection with the Work.

When notified by the Manager, the Contractor will be required to provide services within twenty-four (24) hours of such notification for Routine Services and within four (4) hours of such notification for Emergency Services.

Routine Service

The Contractor, after being notified via telephone by the Manager, Maintenance Supervisor and/or Contract Administrator, that Routine Services are needed, will be required to respond and begin providing Routine Services within twenty-four (24) hours of such notification. All Routine Services must be performed during Regular Hours, provided, however, if Routine Services must be performed outside of the Regular Hours, the compensation payable to the Contractor shall be at the rate for Routine Services.

Emergency Service

The Contractor, after being notified via telephone by the Manager, Maintenance Supervisor and/or Contract Administrator, that Emergency Services are needed, will be required to respond and begin providing Emergency Services within four (4) hours of such notification. The Manager will determine what situations or conditions will be deemed an emergency requiring Emergency Services.

3. Prevailing Wages

The Contractor shall provide (and shall cause all sub-contractors to pay or provide) to its employees directly working on-site under this Contract (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. Contractor is responsible for determining the applicable job classification of its employee directly working on-site under this Contract.

The provisions of this clause are inserted in this Contract for the benefit of such employee directly working on-site under this Contract as well as for the benefit of the Port Authority; and if the Contractor or any subcontractor shall pay or provide any employee directly working on-site under this Contract less than the rates of wages and supplements above described, such workmen, laborers, painters and mechanics 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 employee directly working on-site under this Contract 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 at 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 employee directly working on-site under this Contract 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 employee directly working on-site under this Contract 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 employees directly working on-site under this Contract 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. Replacement Parts and Components

Replacement parts and components shall be new, unused, and identical to the original or an equal as approved by the Manager, Maintenance Supervisor and/or Contract Administrator. No used parts or components may be used without the prior written permission of the Manager, Maintenance Supervisor and/or Contract Administrator. The Contractor shall supply to the Manager, Maintenance Supervisor and/or Contract Administrator, for his or her acceptance, the manufacturer's or supplier's original invoice for replacement parts or components along with the appropriate invoice to the

Port Authority. No payment shall be made for the replacement parts or components without the manufacturer's or supplier's original invoice. The Contractor shall bill the Port Authority only for materials actually used to perform Work pursuant to this Contract, including mark up/down. The Contractor shall be compensated in accordance with Exhibit D of the Pricing Sheet for the cost of all materials used for such Work.

When replacement parts are required, the Contractor shall place orders for them within twenty-four (24) hours and provide all order confirmation information to the Port Authority immediately upon request.

5. Equipment

Upon the Contract Manager's approval, the Contractor shall utilize a 32' Scissor Lift as needed. The daily rate for such equipment shall be all inclusive to include, but not be limited to, the cost of the operator, jib sections, set-up and break down, transportation and delivery to and from the Site of Work and all other things necessary to the performance of the work. Compensation for equipment shall be in accordance to the prices inserted by the Contractor on the Pricing Sheet.

6. Contractor's Vehicles

The Contractor is required to possess, maintain and utilize for all services under this Contract, a clean vehicle that is in good working order with no defects or damage, and is free from leaking fluids. The vehicle should clearly display the Contractor's name, address and telephone number on both sides. The vehicle must be equipped with various appropriately sized ladders, safety chains for manual operation of a damaged and inoperable overhead rollup door, a functional portable welding machine and all other tools and equipment required to perform the Work. The Manager will have the right (but not the obligation) to inspect this vehicle and perform an inventory of the required equipment and materials at any time, and from time to time, throughout the term of the Contract.

The Contractor must abide by all laws, rules and regulations governing the parking of the work vehicles (attended or unattended) in any and all areas within LaGuardia Airport.

7. General Safety Precautions

In performance of Work pursuant to this Contract, the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection (including personal protective equipment) to prevent damage, injury or loss to, all property and all employees, the public and any other persons or entities who may be affected thereby.

The Contractor shall be responsible for initiating and enforcing adherence to a sound and thorough safety program relative to the Work being performed.

All workers employed on this Contract will be equipped with all appropriate personal safety equipment including but not limited to steel toe shoes, work gloves, hearing protection, safety eye protection, dust masks, safety belts etc. Employees observed not wearing appropriate safety equipment may be removed from the job site.

8. Uniforms

The Contractor shall provide, no more than ten (10) calendar days after award of this Contract, distinctive uniforms to each employee performing the work required hereunder, which shall be worn at all times while Work is being performed. Such uniforms shall include the Contractor's identification badge with picture ID bearing the employees name and shall be subject at all times to the Manager's approval.

The Contractor agrees that his employees will present a neat, clean, and orderly appearance at all times while performing Work under this Contract. Personal clothing shall not cover any part of the uniform or identification badges.

The Manager shall have the right to require removal of any employee who fails to wear the proper uniform. The exercise of this right shall not limit the obligation of the Contractor to perform the Work or to furnish the required number of employees at each location.

9. Personnel Requirements

The Contractor shall supply adequately trained and experienced personnel to carry out the work required by the Contract.

Prior to the start of Work, the Contractor's employees assigned to this Contract must advise the Manager, Maintenance Supervisor and/or Contract Administrator when they arrive at the Facility. The Contractor's employees will be required to sign a Contract's logbook confirming time in and out. This logbook will be located at the Structural Maintenance office located at Hangar 7 South. In the event there is no access to the Maintenance office upon arrival at, or departure from the Facility, or both, the Contractor's employees will telephone their time in and out using the telephone located at Hangar 7 South inside the corridor entrance door. The Contractor's employees shall call the telephone number provided by the Manager and leave a message stating their arrival time at the Facility and their departure time.

10. Trash Removal

The Contractor agrees that all waste, rubbish, refuse and debris shall be removed from the Facility each day work is performed during the term of the Contract and the area shall be left in acceptable, orderly condition to the satisfaction of the Manager, Maintenance Supervisor and/or Contract Administrator.

11. Location and Estimated Number of Doors to be Serviced

The locations, type and number of overhead rolling doors at the Facility are as follows:

HANGAR 7 CENTER

1 MEGA DOOR (FABRIC)

1 HIGH SPEED RYTEC DOOR (FABRIC)

HANGAR 7 NORTH

1 METAL DOOR

BLDG. 87

2 METAL DOORS

HANGAR 7 SOUTH

1 HIGH SPEED FLEXON DOOR (FABRIC)

3 ROLLING DOORS (METAL)

HANGAR 11

1 ROLLING DOOR (METAL)

BUILDING 39

1 ROLLING DOOR (METAL)

BLDG 82 & 83

1 ROLLING DOOR (METAL)

PEG

1 MARATHON HYDRAROL DOOR (METAL)

4 ROLLING DOORS (METAL SLAT)

ARRF

10 MARATHON HYDRAROL DOORS (METAL)

AUTOMOTIVE SHOP

6 ROLLING DOORS (METAL)

SODIUM ACETATE STORAGE

2 HIGH SPEED RYTEC DOORS (FABRIC)

WATER DISTRIBUTION BUILDING

1 ROLLING DOOR (METAL)

WEST END ELECTRICAL VAULT

2 ROLLING DOORS (METAL)