

## CITY OF HOBOKEN

### ADDENDUM TO BID DOCUMENTS

Bid Number: 19 - 16

#### PROFESSIONAL OPERATION OF THE OFF-STREET PARKING FACILITIES FOR THE CITY OF HOBOKEN

**This Addendum # 2, dated June 14, 2019** is issued to modify the above mentioned Bid and is hereby made part of the Bid documents. Please attach this Addendum #2 to the original documents in your possession, and ensure same is included in your proposal.

**A. Bid submission deadline has been extended to: June 28, 2019 at 2:00 pm prevailing time. The City will not accept RFI and questions at this time.**

**B. Bid proposal (page 50) and Exhibit C has been changed. Use this version for this bid.**

**C. Attendance for the walk-thru conducted on May 31, 2019 is included in this addendum.**

#### **D. Questions and answers:**

Q1. Was there ever a upgrade on the lighting in the garages and if so, what was the final cost of the lighting?

A1. [The Lighting in the garages was updated to LEDs between 2016 and 2018. The cost of Electric bills is the responsibility of HPU and is not sent to the 3<sup>rd</sup> party garage Operator for payment.](#)

Q2. Can you please provide the last proposal that was paid for on the signage for the parking garages?

A2. [The garage signage would be an expense of the 3rd party Operator and would have to be similar to the signage already posted at the garages. The purpose of the signage change would be for branding of the new Operator. Only signage changes related to the operation would be covered by the HPU.](#)

Q3. Can you explain the “performance bond” and “labor and material bond” wording as I’m not sure what we would need to do here.

A3. [Refer to page 6, they are not checked, therefore, not required for this bid.](#)

Q4. Can you explain what “inappropriately unbalanced” means on page 14 number 4.

A4. Inappropriately Unbalanced bid. The lowest two or three bids simply don't make mathematical sense. You will see this kind of issue in construction contract – road projects.

The Federal Acquisition Regulation (FAR) provides the appropriate definition of unbalanced pricing, which exists where the price of one or more contract line items is significantly overstated. This can occur despite an acceptable overall price. Confronted with an unbalanced bid, an agency must conduct a risk analysis to evaluate whether the award will result in the Government paying an unreasonably high price for contract performance.

Q5. Section 2.1.1 Back Up staff, Can you provide an example of what you are looking to see here? How would you like them defined on the Bid?

A5. Back-Up staff would be available to cover shifts if regular staff are not able to fill a shift due to time off etc. It should be expected where stretches of time where there are predictable periods of staff shortages would not be covered by overtime but by the Back-Up up staff. Typically, this would be an employee pulled from a different garage operated by the 3<sup>rd</sup> party Operator. Back-Up up staff would represent part of the annual hours bid on page 50.

Q6. Would training be provided to the new staff that is taking over the contract with the existing equipment in the garages?

A6. The existing employees may be transferred into the 3<sup>rd</sup> party Operator and in that case, they would already know how to complete all daily tasks. Also, the current 3<sup>rd</sup> party Operator will be required to provide training in the weeks prior to the transition. The HPU garage manager will also be reviewing the daily operation, daily reporting and will communicate comments as needed.

Q7. Automobile Liability Insurance is normally required when the management company is taking keys from vehicles, could you provide a reason to why it's needed? It's not a problem just need clarification please.

A7. In the case of this auto liability request, it would cover non city owned vehicles used in the day to day operations by the 3<sup>rd</sup> party garage Operator. An example would be the manager getting into an accident in his personal car while doing work under the contract. This could be an accident in a garage, driving from garage to garage, or picking up supplies, etc.

Q8. Is the staffing plan that's included in the RFP the full staffing plan?

A8. Yes

Q9. Will the city please share the current hourly or salary rates of pay?

A9. The City is declining this request.

Q10. Will the selected bidder provide the Merchant ID for CC transactions?

A10. No, the HPU has agreements with merchant service providers and will change and upgrade them accordingly. All funds collected by the garage operation will get deposited to HPU bank accounts.

Q11. On the bid form should the hourly rate include burden costs (work comp, taxes, benefits etc.)

A11. No. Q52. Question 52 poses the same question. Answer provided: “A52. Office equipment would be the responsibility of the HPU. Payroll Processing fees would be a pass through reimbursable expense. Recruiting, training and uniforms are Operator expenses that should be calculated into the management fee bid.”

Q11A. What is the proposed start date of the contract?

A11A. 60-90 days after the bid is awarded, based on the date a smooth transition can take place.

Q12. Does the Senior Manager have a private office with which to conduct his/her affairs related to the management of the garages?

A12. The office used by the Senior Manager is currently at 215 Hudson Street (Garage D) and is shared with a parking attendant also employed by the Operator. This office space will continue to be provided by the HPU as well as the office at Garage B and Midtown Garage. It would be up to the Operator to decide how to utilize the space.

Q13. Would the City consider a two week extension on the due date to June 28, 2019?

A13. Yes. The bid deadline have been extended to June 28, 2019 at 2:00 PM prevailing time.

Q14. Are the current employees of the incumbent Operator members of a Union?

A14. Yes

Q15. If yes to question 4, which Union?

A15. Local 641

Q16. Are all employees covered by the CBA? If not, which are excluded?

A16. All employees are in the Union except the Senior Manager and the Assistant Night Manager. Their healthcare/ benefits are passed thru expenses that the Operator charges back to the Parking Utility. See Exhibit B.

Q17. Can we be provided a copy of the current CBA?

A17. The HPU declines to provide this as part of this addendum.

Q18. Are labor costs to be bid as a not to exceed or are they fully reimbursable?

A18. Wages are to be bid as an hourly rate for each class of employee. This is to be bid out on the updated "page 50" included in this addendum. Remaining employee costs/ benefits (Payroll taxes, worker's comp, health insurance, .etc.) are reimbursable pass thru expenses. See A52.

Q19. Page 28, 2.2.8 states "The Operator is encouraged to consider the engagement of current members of the staff of the Operator now in the garages." Can the City provide a list of current employees, contact information, dates of hire, wage rates, burden rates?

A19. No

Q20. Page 9, 1. "The City is exempt from any local, state or federal sales, use or excise tax. The City will not pay for N.J. State Sales and Use Tax that are included in any invoices." The Operator is not exempt from these taxes. How will the Operator be made whole?

A20. The City will provide a tax exempt form allowing the Operator to purchase goods and services on behalf of the City without paying sales tax.

Q21. Page 9, 3. "Vendor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All Bids submitted shall have included this cost." Where are these costs to be included in the Bid Proposal?

A21. These costs should be included under the management fee.

Q22. Page 17, Bid Specifications, Intent: “The Parking Operator shall complete a facility staffing plan including the type, number and pay rate of all employees to be involved in the operation of HPU facilities.”

The Bid Proposal, Page 50, lists the staffing that is included in the Bid and mirrors Exhibit C. Is this not the schedule the Operator is to use?

A22. Yes, fill out on the updated “page 50” included in this addendum.

Q23. Exhibit C does not seem to follow what is documented in the bid package.

Where is the Senior Manager?

A23. On Exhibit C, “Manager Hours” should say “Senior Hours”. See updated Exhibit C. See all updates to Exhibit C.

Q24. Are the managers exempt from overtime?

A24. Only the one Senior Manager is exempt from overtime.

Q25. The Managers are to work 8am-5pm, Monday through Friday. This is a 45 hour work week. (See Page 26, 2.1.5 Senior Manager)

A25. The wording on page 26 section 2.1.5 Senior Manager: should be corrected to say “The Facility Manager shall be on duty Monday through Friday between the hours of 8:00AM and 4:00PM.”

Q26. Garage D has 40 Facility Manager hours on Sat-Sun. In the document, Page 26, 2.1.5 Senior Manager, second paragraph from bottom, it is stated “On weekends one of the Facility Managers shall serve as the Manager for all facilities from 8am-Midnight each Saturday and 10am to 6pm on Sunday” How does the City compensate the Operator for these shifts?

A26. This wording on page 26 section 2.1.5 to be replaced:

Remove:

“On weekends one of the Facility Managers shall serve as the Manager for all facilities from 8:00AM to Midnight each Saturday and from 10:00AM to 6PM each Sunday.”

Replace with:

On Saturday 12AM to Sunday 12AM one of the Facility Managers shall serve as the Manager for all facilities”.

The Exhibit C and the Page 50 Bid Proposal sheet is to be amended as part of this response delivered herein. The City shall compensate the Operator for these shifts based on the Updated Bid Proposal page which replaces page 50.

Q27. There seems to be some ambiguity on Page 26, 2.1.4 Facility Managers and 2.1.5 Senior Manager. What position(s) need to meet the minimum attributes posted?

A27. The minimum attributes posted in 2.1.2 Resume (page 25) apply to only the Senior Manager. Section 2.1 Facility Operations and Staffing speaks to some of the general responsibilities of the Operator.

Q28. Please provide operating budgets for the past three years of Operation.

A28. In 2018, The HPU budgeted \$790,000 for operations of the garages related to the 3<sup>rd</sup> party Operator. We decline to provide 2016 or 2017.

Q29. Page 17, Bid Specifications, Intent: Discusses failure to meet obligations with immediate assessment of penalties against the Operator.

What are these penalties?

A29. The HPU reserves the right to terminate a contract based on specifications in the Bid #19-6 pages 14 et. Seq.

Q30. Has the incumbent Operator been assessed penalties?

A30. The HPU declines to answer the question.

Q31. How much was assessed?

A31. The HPU declines to answer the question.

Q32. Page 19, Inventory: "Noting cars by product category of sales type." Please clarify what this means. Please provide a copy of a completed Inventory Sheet.

A32. This means completing an inventory of parked vehicles and categorizing them based on their attributes (for instance: hourly customer, monthly customer, monthly customer reserved spot, etc.) Our current parking management system is not able to produce reports with this detail so this step is not yet broken out by product category.

Q33. Page 21, 1.2.2 projected annual revenues in excess of \$9M. What is the breakdown by cash, check and credit card?

A33. The brake down is Approximately 5% cash, 18% check and 77% credit cards

Q34. Does the current Operator use an armored car service?

A34. No, The Senior Manager or Facility Manager make deposits to our local bank. Additionally, the bank provides limited courier pick up service.

Q35. Page 22, 1.4, Term of the Agreement contradicts what is stated on Page 43, 3.4.5, Management Fees & Contract Extensions. What is the term of the Agreement?

A35. The Terms are correctly described on page 22, 1.4. "The initial term of the contract(s) awarded hereunder shall be for two (2) years from the date of contract award, and two (2) separate one-year options to extend the contract. An option for a 5<sup>th</sup> year in section 3.4.5, (page 43) is not correct.

Q36. Page 23 indicates unpaid monthly contracts being locked out for non-payment. Does the system automatically locks out unpaid accounts or does the Operator have to manually lock them out?

A36. The system automatically locks out customers for non-payment.

Q37. Page 25, 2.1, Facility Operations and Staffing: Does the system automatically close off when at capacity or must this be done manually?

A37. No, the count must be completed manually.

Q38. Page 25 –Are "Staff Pool" and "Back up Staff" and "Relief Staff" terms interchangeable?

A38. Yes

Q39. Page 25, 2.1.2, Resume – Do you need a resume for just the Senior Manager or all Managers, both Senior and Facility?

A39. We are requiring a resume for only the Senior Manager.

Q40. Page 26, Relief Staff – How is the Operator compensated for the use of these employees?

A40. The Operator has to factor this cost into their bid response.

Q41. Page 27, top line – “The Designated Senior Manager shall be a Certified Parking Facility Manager (CPFM)” – Does this accreditation need to be in place at the start of the Contract or can our candidate achieve this at a later date? Would years of service in the industry qualify an individual to be the Senior Manager?

A41. A Senior Manager would be required to have a CPFM designation at the time of the bid submission.

Q42. Page 27, second paragraph from top references Section 4.4.2.2 and Table 2.1.3.2 Neither can be found in the document. Please provide copy.

A42. The incorrect references to those sections does not affect the overall requests made in the paragraph on page 27. The section should read:

“The Parking Operator shall provide the HPU with a copy of such certificate of completion of the CPFM in conjunction with the resume submitted for the Senior Manager. The Senior Manager shall be responsible for the preparation of a monthly activity schedule for employee assignment. A copy shall be delivered on the first day of each month to the HPU.

Q43. Page 28, Section 2.2.4, references background checks and drug/alcohol pre-employment testing. Are these costs reimbursable?

A43. No, they should be factored into the management fee.

Q44. Page 29, Section 2.3.8, “HPU will provide one parking space per shift for Operator employee. Please consider allowing all employees to park for free while on duty.

A44. We agree to change the requirement on page 29, Section 2.3.8. Employees and management on duty may park for free. The wording “HPU will provide one parking space per shift for Operator employee” will not apply.

Q45. Are deposits made to an HPU account or Operator account?

A45. The Operator will make all deposits to the established HPU bank account.

Q46. Are the offices of the HPU open on Saturday? Page 33, Section 2.6.4 would indicate that Saturday is a business day.

A46. For purposes of receiving the monthly reimbursement package, which this question relates to, Saturday is not a business day for the HPU. Section 2.6.4 references the due date of the monthly Operator’s reimbursement package. The monthly reimbursement package shall be due by the 15<sup>th</sup> of the following month or the next business day by 5pm if the 15<sup>th</sup> falls on a weekend, City, or Federal holiday.

Q47. Are maintenance supplies provided by HPU or is their purchase reimbursable?

A47. Maintenance and cleaning supplies are supplied by the HPU based on requests of the Operator. The Operator may also be reimbursed for supplies if they are purchased and pre-approved for by the HPU Contract Coordinator.

Q48. Section 2.9.2 would indicate that HPU provides them.

A48. Yes, HPU provides them.

Q49. Page 34, 2.9.1 Office Equipment – During the site visit we did not go to two garages, G & D, only to B & Midway. Will HPU provide a list of office furniture and office equipment required at all garages? How is the Operator reimbursed for these costs? Is this something that can be accomplished after award of the contract? Can a second tour of the garages be planned to understand what is required? Can drawings of the garage offices with dimensions be provided?

A49. Requirements on page 34, section 2.9.1 Office Equipment should be removed. Currently, All the office equipment used by the Operator is owned and maintained by the HPU. The Operator should expect to begin as a turnkey operation with all the current office equipment to be provided. The Operator will be required to supply a change fund totaling \$6,000 for all the pay on foot stations and the office cash draws.

Q50. Page 34. 2.9.3 Telephones and Communications – Does HPU pay directly for communication services to the garages?

A50. The Operator will pay on behalf of the HPU all the internet accounts and certain phone lines associated with the garages. All these paid bills are reimbursable.

Q51. Page 35, 2.9.4 Manuals – can copies of current manuals be provided?

A51. At the present time, a complete manual has not been developed. There for, that clause in section 2.9.4 should be removed. HPU will meet with the new Operator to go over current policies and procedures that can begin to establish the new manual.

Q52. Do the garages have adequate storage for tickets and supplies?

A52. Yes

Q53. Used tickets and reports are stored by HPU or by Operator?

A53. The HPU stores and maintains all tickets and reporting generated by the Operator.

Q54. How are payroll related items such as vacation, sick, and other paid time off reimbursed?

A54. In this addendum, a new Bid Proposal Sheet, replacing page 50, is provided that takes this into consideration. These costs will now be factored in to the bid submission.

Q55. Is parking signage reimbursable?

A55. No

Q56. Page 35, 2.9.6, Marketing of the Premises

How are costs reimbursed? What has the incumbent done in the past? Budget item going forward? Would HPU consider an incentive for the Operator to increase revenue?

A56. Page 35, “section 2.9.6, Marketing of the Premises” will no longer be applicable to Bid 19-6. The HPU will be in charge of the garage marketing budget. Any marketing expenditures made by the Operator will first need approval from the HPU to get reimbursed.

Q57. Page 50, Bid Proposal – We are to complete this page for year 1 only, with CPI used in subsequent years?

A57. Yes. Only prepare for year 1. Note also that Page 50 “Bid Proposal” has been revised to the copy provided within this Addendum #2.

Q58. If the State or federal government increases the minimum wage or passes any other legislation that affects the cost of labor, how is the Operator made whole?

A58. [The risk of these factors shall not be considered by the bidders. The HPU will decide on how to address any future changes in the employment laws.](#)

Q59. To account for payroll burden, should the hourly rate on the bid proposal include payroll burden?

A59. [No. Exhibit B gives the example of the payroll burden that would fall under reimbursable expenses.](#)

Q60. Page 42, 3.4.3, Non-Reimbursable Operating Expenses: HPU lists several items in this section. Would consideration be given to allow reimbursement for Recruiting Expenses; Employee Training; Uniforms; Office Equipment and Payroll Processing Fees? These all being standard costs of doing business.

A60. [Office equipment would be the responsibility of the HPU. Payroll Processing fees would be a pass through reimbursable expense. Recruiting, training and uniforms are Operator expenses that should be calculated into the management fee bid.](#)

Q61. Please provide a copy of the sign in sheet from the site visit.

A61. Yes. The list is part of this addendum.

Q61. Is it required that our proposed Senior Manager have the CPFM certification prior to bid submission or by the start of the contract period?

A61. [See answer to A.35 "A Senior Manager would be required to have a CPFM designation at the time of the bid submission."](#)

**The complete version of this addendum will be posted on the City of Hoboken website to ensure compliance.**

**There are no other changes to this Bid documents as part of this addendum.**

ATTEST:

\_\_\_\_\_  
AL B. Dineros, QPA  
Purchasing Agent

Date:

**June 14, 2019**



**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA**

**Bid Number: 19 - 16**

**PROFESSIONAL OPERATION OF THE OFF-STREET PARKING FACILITIES FOR THE CITY OF HOBOKEN**

The undersigned vendor hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Dated</b>	<b>Acknowledge Receipt (initial)</b>
<b>Addendum 1</b>	<b>June 12, 2019</b>	_____
Addendum 2	June 14, 2019	_____
_____	_____	_____
_____	_____	_____

Acknowledged for: \_\_\_\_\_  
(Name of Vendor)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature of Authorized Representative)

Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_  
(Print or Type)