

THE PORT AUTHORITY OF NY & NJ

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

3/28/2013

ADDENDUM # 1

To prospective Bidder(s) on Bid # 32855 for Three Year Truck Rental

Due back on 4/16/2013, no later than 11:00AM

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

The following in its entirety shall hereby become part of specification entitled; "Contract for the Rental of a Multi-Use Vac-All, Sweeper, Drain Cleaner Truck" dated February 1, 2013:

22. INDEMNIFICATION

The Port authority shall indemnify and hold harmless the Vendor from and against all claims and demands for death, personal injury and for damages to tangible property, of third persons (including employees, officers, Vendors and agents of the Port Authority), arising out of the Port Authority's use of the units furnished by the Vendor under this Contract, and for all expenses incurred by Vendor in the defense, settlement or satisfaction thereof, but only to the extent such claims and demands do not arise from the negligence or willful intentional acts of the Vendor. As a condition precedent to such indemnification, Vendor shall tender the defense of any such claims or demand to the Port Authority, which may use the services of counsel of its choice in such defense, and the Vendor shall cooperate with the Port Authority and its counsel in such defense, including any settlement of such claims or demands.

The Vendor shall indemnify and hold harmless the Port Authority from and against all claims and demands for death, personal injury and for damages to tangible property of the Port Authority and of third persons (including employees, officers, Vendors and agents of the Port Authority), arising out of the Port Authority's use of the units furnished by the Vendor under this Contract, and for all expenses incurred by the Port Authority in the defense, settlement, or satisfaction thereof, but only to the extent such claims and demands arise from the negligence or willful intentional acts of the Vendor. As a condition precedent to such indemnification, the Port Authority shall tender the defense of any such claims or demand to the Vendor, which may use the services of counsel of its choice in such defense, and the Port authority shall

cooperate with the Vendor and its counsel in such defense, including settlement of such claims or demands.

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, MANAGER
COMMODITIES & SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO TARA BUGG, WHO CAN BE REACHED AT (201) 395-5236 or tbugg@panynj.gov.