

THE PORT AUTHORITY OF NY & NJ

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

2/26/2015

ADDENDUM # 1

To prospective Bidder(s) on Bid # 41527 for Dry Ice to PATH facilities – One Year Requirements Contract.

Due back on 3/18/2015, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

- **Delete “Bid No. 41527, Supply and Delivery of Dry Ice (CO2) To PATH Corporation, Car Equipment Division” (11 Pages) in its entirety and replace it with the attached “Bid No. 41527, Supply and Delivery of Dry Ice (CO2) To PATH Corporation, Car Equipment Division” (11 Pages), dated 2/26/15.**

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

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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>	The bid document lists “Dry Ice (CO2), Pellet Form, 500 Pound Container” twice. Please clarify the difference.
<i>Answer 1</i>	They are the same item with two delivery locations. Please refer and use “BID NO. 41527 – DRY ICE – BIDDER’S PRICING SHEET” dated 2/26/2015, Page 11 of 11. The two facility locations, with other information, are specified there.
<i>Question 2</i>	Please clarify what kind of pellets are required.
<i>Answer 2</i>	PATH uses Blasting Pellets (1/8”)

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
PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SRIVIDYA DESHPANDE, AT (201) 395-3449 or at sdeshpande@panynj.gov.

2/26/2015

Bid No. 41527

**Supply and Delivery of Dry Ice (CO₂)
To PATH Corporation**

Car Equipment Division

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PATH Corporation
Specifications for Supply and Delivery of Dry Ice (CO2).

GENERAL

These specifications cover the requirements for a one (1) year Contract for the supply and delivery of dry ice (CO2) in the form of both pellets and solid on an on-call basis.

CONTRACT ADMINISTRATOR

The Contract Administrator for this Contract is Joseph Gerbasio.

WORK REQUIRED BY THE SPECIFICATIONS

The Contractor shall supply and deliver dry ice (CO2) on an on-call basis in both pellet and solid form, in a sealed container(s) and pickup the empty container(s).

Deliveries shall be made within two (2) business days of the Contract Administrator's call to the Contractor. The Contractor shall pickup the empty container(s) at the time of delivery.

Delivery and pickups are to be performed at the following PATH's Facilities:

Dry Ice, Solid and Pellet Form:

Harrison Car Maintenance Facility,
Foot of Cape May Street,
Harrison, NJ 07029

Hours of Operation: 6:30 am – 2:00 pm
Contact: Joseph Gerbasio (973-350-3944)

Dry Ice, Pellet Form Only:

120 Academy Street
Running Repair Shop
Jersey City, NJ 07306

Hours of Operation: 7:00 am – 2:30 pm (closed 11:30 am – 12:00 pm)
Contact: Derrick Moonsammy (201-216 6363, or 201-216-6339)

The Contractor shall possess equipment capable of meeting the requirements of this Contract. No subcontracting shall be allowed.

PATH shall have the right to inspect the quality of the product supplied and stop delivery at any time if not satisfied with the standard of the product.

PATH STOCKROOM REQUIREMENT CONTRACT**INFORMATION FOR BIDDERS****1. AWARD METHOD****AWARD TO SINGLE BIDDER:**

It is the intent of the Port Authority to award this Bid to one Bidder based on the total estimated delivered price for all items. However, the Port Authority shall have the absolute right to reject any or all bids or to accept any bid in whole or in part and to waive defects in bids.

2. CORRECTION IN COMPUTATION

Each Bidder shall insure that all information and figures are inserted as required and that all computations have been verified for accuracy. Bidders are advised that the Port Authority may verify only the quotation or quotations that it deems appropriate and may not check each bid for errors in computation. The Port Authority reserves the unqualified right to recalculate any and all extensions set forth by the Bidder. In the event there is a discrepancy between any unit price listed and the "Estimated Total Price" or the "Total Estimated Contract Price," the Bidder's unit price, shall prevail.

3. ACCEPTABLE PRODUCTS

This Contract may call for specific brands that have been deemed acceptable for the purpose intended. The Bidder may however, offer alternate products other than those listed hereunder. In the event the Bidder offers alternate products, the Bidder may be requested, at its own expense, to submit a sample of the proposed alternate along with a copy of the specifications for the sample being submitted. All samples shall become the property of the Port Authority upon submittal, and all samples submitted to the Port Authority for evaluation shall be delivered within seven (7) days of request. Failure by the Bidder to deliver samples within the required period may result in the rejection of the bid. All samples submitted by the Bidder will be evaluated by the Port Authority/PATH and the Port Authority/PATH will make the final determination as to whether or not the alternate product is acceptable. Samples of proposed alternate products shall be sent separately from the Bid. The package containing samples should clearly indicate the following: 1) the Bidder's name and address 2) the Quotation number, 3) the Bid due date. Additionally, each item must be tagged with the Port Authority Material Stock Number and Bidder's name and address. Samples of proposed alternate products are to be sent to: The Port Authority of New York and New Jersey, One Madison Avenue, 7th Floor, New York, NY 10010. The Bidder must identify the specific manufacturer and / or model number they intend to supply for alternate products only. The Bidder shall bear all costs of evaluation, if any. Should the proposed alternate product be deemed not acceptable, the Bidder shall be obligated to provide one of the listed acceptable brands and/or manufacturer and model numbers at the original quoted price to maintain eligibility for contract award.

STANDARD TERMS AND CONDITIONS

1. GENERAL AGREEMENT

The Vendor agrees to furnish and deliver on an "as needed" basis to the Port Authority's stockrooms as set forth herein, the Authority's stockroom requirements for the items set forth in the "Request for Quotation" form, within the calendar days indicated in paragraph 4 below. The furnishing and delivery shall be at the prices quoted in the Request for Quotation. There shall be no minimum quantities or dollars per order. The contract term is one (1) year.

The dollar value of this requisition is for evaluation purposes only and there are no guarantees as to the actual amount, if any, that may be ordered. In full consideration for the performance of all duties and obligations hereunder, the Vendor agrees to accept from the Port Authority a compensation consisting of payment for the items or services supplied by the Vendor computed at the bid prices quoted in the attached Pricing Sheet. The "Unit Prices" quoted shall not exceed two decimal places. The Port Authority Trans Hudson Corporation (PATH) is a third party beneficiary of this agreement and may order its requirements for stockroom items upon the same terms and conditions by issuing a separate purchase order.

2. EXTENSION PERIOD

The Port Authority shall have the absolute right to extend the Base Term for an additional period of up to one hundred and twenty (120) days subsequent to the Expiration Date of the Base Term, or the Expiration Date of the final exercised Option Period (hereinafter called the "Extension Period"), subject to the same terms and conditions as the previous contract period. The prices quoted by the Contractor for the previous contract period shall remain in effect during this Extension Period without adjustment. If it so elects to extend this Contract, the Port Authority will advise the Contractor, in writing that the term is so extended, and stipulate the length of the extended term, at least thirty (30) days prior to the expiration date of the previous contract period.

3. FACSIMILE EQUIPMENT

The Vendor shall have available a facsimile machine for receipt of releases via facsimile message from the Port Authority.

4. ADDITIONAL ITEMS

Additional related items may be added to this contract by the Manager, Purchasing Services Division. If the items on the contract were bid at a specified discount off list price, additional items, as determined by the Manager, Purchasing Services shall be priced at the same discount. Prices for items not covered by a discount off list price may be negotiated or bid by the Buyer, and added to the order if prices are deemed acceptable. The Port Authority shall not be obligated to add new items to the contract unless it is in the best interest of the Port Authority. All items to be added shall be set forth in a change order.

5. DELIVERY

- A. Delivery shall be, FOB delivered, to the Facilities listed in item 8, below. All deliveries shall be made between the hours of 7:00 a.m. and 2:30 p.m. unless otherwise noted in the specifications. The Vendor MUST follow instructions for the proper method of making deliveries. Failure to do so may result in delayed payments.
- B. Trucks making deliveries to the Harrison Car Maintenance Facility, Jersey City, NJ must be standard loading dock height.
- C. Trucks making deliveries to 120 Academy Street, Jersey City, NJ must have a lift gate to lower container(s) to ground level or another means of lowering the container(s) to ground level, as this Facility does not have a loading dock. The Contractor shall be required to transport the container(s) from their truck into the Facility.
- D. All deliveries must be accompanied by an original packing slip, which shall always contain:
 - 1. The PATH Purchase Order
 - 2. The Stock Number (s)
 - 3. A description of each item
 - 4. The quantity shipped of each item
 - 5. The Vendor's packing slip/invoice number
- E. The Vendor shall not combine orders.
- F. In the event the Vendor receives more than one separate and distinct order for one Facility, the Vendor shall package each order individually though delivery is made to the same location simultaneously. Each separate order must be accompanied by its own packing slip/invoice containing all information numbered 1 through 5 in Paragraph A above.
- G. Shipping containers shall not contain loose and/or unmarked items.
- H. Unless otherwise provided, complete shipment of all items must be in one delivery. Only in extenuating circumstances, partial deliveries to Port Authority stockrooms will be accepted. When partial deliveries are made, the receiving stockroom must be notified as to when the balance of the order will be shipped.

6. DELIVERY CONDITIONS

Following a reasonable two (2) week set-up time after the initial award of the Contract, delivery of material should be within two (2) business days from receipt of notification from the Contract Administrator.

7. DELIVERY LOCATIONS AND RESTRICTIONS

The Contractor shall deliver the dry ice to the Facilities listed below within two (2) business days of the Contract Administrator’s telephone order. The Contract Administrator shall advise the Contractor of the actual amount to deliver at time of order. All quantities are estimates, and there are no guarantees how much ice will be actually ordered under this Contract. The Contractor shall pickup the empty container(s) at the time of delivery.

a. 120 Academy Street, Jersey City, NJ

The Contractor shall deliver an estimated 500 pounds of pellet form of Dry Ice in one (1) container. Deliveries are estimated but not guaranteed at once per week.

b. Harrison Car Maintenance Facility (HCMF)

- The Contractor shall deliver an estimated 250 pounds of solid form of Dry Ice in one (1) container; deliveries are estimated but not guaranteed at every two weeks. The size requirement for the solid dry ice is 6” x 6” x 12 or **5” x 5” x 12” or 5” x 5” x 10.”**

- The Contractor shall deliver an estimated 500 pounds of the pellet form of Dry Ice in one (1) container; deliveries are estimated but not guaranteed at once a week.

8. LEGAL HOLIDAYS

Except where otherwise specified, all of the following holidays will be observed at the Facility. Where specified, these holidays shall mean and include:

- | | |
|-------------------------------|--------------------------------|
| New Year’s Day | Labor Day |
| Martin Luther King’s Birthday | Columbus Day |
| Lincoln’s Birthday | Veterans Day |
| President’s Day | Thanksgiving Day |
| Memorial Day | The day after Thanksgiving Day |
| Independence Day | Christmas |

9. MATERIAL SAFETY DATA SHEETS

When required by Federal, State or Local law, a Material Safety Data Sheet must be included with all deliveries.

10. UNION JURISDICTION

The Vendor is advised to ascertain whether any union now represented or not represented at the facility will claim jurisdiction over any aspect of the operation to be performed hereunder including delivery.

11. BILLING

An invoice with a unique invoice number must be issued for all deliveries. The vendor must attach backup delivery receipts with Purchase Order number. Mail all invoices to: The Port Authority of New York and New Jersey, Accounts Payable, 1 PATH Plaza, 3rd Floor, Jersey City, New Jersey 07306.

12. NON-PERFORMANCE OF VENDORS DUTIES RELETING CHARGES

If the Vendor fails to perform in accordance with the terms of this Contract, the Port Authority may obtain the goods or services from another Vendor and charge the seller the difference in price, if any, plus a reletting cost of \$100, plus any other damages to the Port Authority.

13. TERMINATION

The Port Authority may terminate this Contract with cause or without cause at any time upon five (5) days written notice to the Vendor and in such an event this Contract shall cease and expire on the date set forth in the notice of termination as fully and completely as though such date was the original expiration date. Such cancellation shall be without prejudice to the rights and obligations of the parties arising out of portions of this agreement already performed but no allowance shall be made for anticipated profits. The Vendor shall complete delivery of all items ordered before receipt of the notice of termination.

14. CONFLICT OF TERMS AND CONDITIONS

In the event of any conflict between these "stockroom requirement contract terms and conditions" and the terms and conditions on the "Request for Quotation" form, these standard terms and conditions shall prevail.

15. PURCHASE BY OTHER GOVERNMENT AGENCIES

Upon such request, vendors who are awarded contracts are encouraged to extend the terms and conditions of these contracts under separate agreement, to other government and quasi-governmental entities.

16. INSURANCE PROCURED BY THE CONTRACTOR

The Contractor shall take out, maintain, and pay the premiums on Commercial General Liability Insurance, including but not limited to premises-operations, products-completed operations, and independent contractors coverage, with contractual liability language covering the obligations assumed by the Contractor under this Contract and, if vehicles are to be used to carry out the performance of this Contract, then the Contractor shall also take out, maintain, and pay the premiums on Automobile Liability Insurance covering owned, non-owned, and hired autos in the following minimum limits:

Commercial General Liability Insurance - \$2 million combined single limit per occurrence for bodily injury and property damage liability.

Automobile Liability Insurance - \$2 million combined single limit per accident for bodily injury and property damage liability.

In addition, the liability policy (ies) shall name The Port Authority of New York & New Jersey, its related entities, their commissioners, directors, officers, partners, employees and agents as additional insured, including but not limited to premises-operations, products-completed operations on the Commercial General Liability Policy. Moreover, the Commercial General Liability Policy shall not contain any provisions for exclusions from liability other than provisions for exclusion from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy (ies) and certificate of insurance shall contain separation of insured conditions and severability of interests clauses for all policies. These insurance requirements shall be in effect for the duration of the contract to include any warrantee /guarantee period and any maintenance period . An act or omission of one of the insureds shall not reduce or void coverage to the other insureds. Furthermore, the Contractor's insurance shall be primary insurance as respects to the above additional insureds. Any insurance or self-insurance maintained by the above additional insureds shall not contribute to any loss or claim

The certificate of insurance and liability policy (ies) must contain the following endorsement for the above liability coverages:

“The insurer(s) shall not, without obtaining the express advance written permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the Tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority.”

The Contractor shall also take out, maintain, and pay premiums on **Workers' Compensation Insurance** in accordance with the requirements of law in the state(s) where work will take place, and Employer's Liability Insurance with limits of not less than \$1 million each accident.

Each policy above shall contain a provision that the policy may not be canceled, terminated, or modified without thirty (30) days' prior written notice to the Port Authority of NY and NJ, Att: Facility Contract Administrator, at the location where the work will take place and to the General Manager, Risk Financing.

The Port Authority may at any time during the term of this agreement change or modify the limits and coverages of insurance. Should the modification or change results in an additional premium, The General Manager, Risk Financing for the Port Authority may consider such cost as an out-of-pocket expense.

Within five (5) days after the award of this agreement or contract and prior to the start of work, the Contractor must submit an original certificate of insurance, to the Port Authority of NY and NJ, Facility Contract Administrator, at the location where the work will take place. This certificate of insurance MUST show evidence of the above insurance policy (ies), stating the agreement/contract number prior to the start of work. The General Manager, Risk Financing must approve the Bid No. 41527

certificate(s) of insurance before any work can begin. Upon request by the Port Authority, the Contractor shall furnish to the General Manager, Risk Financing, a certified copy of each policy, including the premiums.

If at any time the above liability insurance should be canceled, terminated, or modified so that the insurance is not in effect as above required, then, if the Manager shall so direct, the Contractor shall suspend performance of the contract at the premises. If the contract is so suspended, no extension of time shall be due on account thereof. If the contract is not suspended (whether or not because of omission of the Manager to order suspension), then the Authority may, at its option, obtain insurance affording coverage equal to the above required, the cost of such insurance to be payable by the Contractor to the Port Authority.

Renewal certificates of insurance or policies shall be delivered to the Facility Contractor Administrator, Port Authority at least fifteen (15) days prior to the expiration date of each expiring policy. The General Manager, Risk Financing must approve the renewal certificate(s) of insurance before work can resume on the facility. If at any time any of the certificates or policies shall become unsatisfactory to the Port Authority, the Contractor shall promptly obtain a new and satisfactory certificate and policy.

The requirements for insurance procured by the Contractor shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Contractor under this contract. The insurance requirements are not a representation by the Authority as to the adequacy of the insurance to protect the Contractor against the obligations imposed on them by law or by this or any other Contract. *[CITS#4744N]*

BID NO. 41527 – DRY ICE – BIDDER’S PRICING SHEET

Facility: 120 Academy Street, Running Repair Shop, Jersey City, NJ 07306

1	2	3	4	5	6
Type	Container Size	Cut Block Size	Estimated Number of Containers One Year	Unit Price Per Container	Estimated Contract Price- One Year (Column 4 X Column 5)
Dry Ice (CO2) Pellet Form	500 Pound Container	N/A	52	\$ _____	\$ _____ (A)

Facility: Harrison Car Maintenance Facility, Foot of Cape May Street, Harrison, NJ 07029

1	2	3	4	5	6
Type	Container Size	Cut Block Size	Estimated Number of Containers One Year	Unit Price Per Container	Estimated Contract Price- One Year (Column 4 X Column 5)
Dry Ice (CO2) Solid Form	250 Pound Container	6" x 6" x 12" or 5" x 5" x 12" or 5" x 5" x 10"	26	\$ _____	\$ _____ (B)
Dry Ice (CO2) Pellet Form	500 Pound Container	N/A	52	\$ _____	\$ _____ (C)

Total Estimated Contract Price, One Year: \$ _____
Sum of (A) + (B) +(C)

Bidding Company Name: _____