

THE PORT AUTHORITY OF NY & NJ

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

9/12/2014

ADDENDUM # 2

To prospective Bidder(s) on Bid # 39216 for Provisioning of New Cisco-branded Network Hardware and Software Inclusive of Work Order Based Installation, Configuration, Equipment Staging and/or Factory Acceptance Testing (FAT) Services

✓ Due back on 9/24/2014, no later than 11:00 AM

I. CHANGES/MODIFICATIONS

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

Part IV – Pricing Sheet is deleted and replaced in its entirety with the attached Part IV.

The above referenced attachment was inadvertently left out of Addendum #1 and is now included.

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
Stacey Willner, MANAGER
IT Procurements

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO S. Willner, WHO CAN BE REACHED AT (201) 395-3343 or at swillner@panynj.gov.

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PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS

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**PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET
AND PRICING SHEET(S)**

1. SIGNATURE SHEET

OFFER: The undersigned offers and agrees to furnish to the Port Authority of New York and New Jersey the services and/or materials in compliance with all terms, conditions, specifications and addenda of the Contract. Signature also certifies understanding and compliance with the certification requirements of the standard terms and conditions as contained in the Standard Contract Terms and Conditions. This offer shall be irrevocable for 120 days after the date on which the Port Authority opens this bid.

**ONLY THE COMPANY NAMED AS THE BIDDING ENTITY BELOW WILL
RECEIVE PAYMENT. THIS MUST BE THE SAME NAMED COMPANY AS
INDICATED ON THE COVER SHEET**

Bidding Entity _____

Bidder's Address _____

City, State, Zip _____

Telephone No. _____ FAX _____

Email _____ EIN# _____

SIGNATURE _____ Date _____

Print Name and Title _____

ACKNOWLEDGEMENT:

STATE OF: _____

COUNTY OF: _____

On this ___ day of _____, 20___, personally came before me,
_____, who duly sworn by me, did depose that (s)he has knowledge of the
matters herein stated and they are in all respects true and that (s)he has been authorized to
execute the foregoing offer and statement of irrevocability on behalf of said corporation,
partnership or firm.

Notary Public

NOTE: If a joint venture is bidding, duplicate this Signature Sheet and have each party to the joint
venture sign separately and affix to the back of this Signature Sheet.

Bidder attention is called to the certification requirements contained in the Standard Contract Terms and
Conditions, Part III. Indicate below if a signed, explanatory statement in connection with this section is
attached hereto.

If certified by the Port Authority as an SBE or MWBE: _____ (indicate which one and date).

2. NAME AND RESIDENCE OF PRINCIPALS SHEET

Names and Residence of Principals of Bidder. If general or limited partner, or individual, so indicate.

NAME	TITLE	ADDRESS OF RESIDENCE (Do not give business address)
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3. PRICING SHEET(S)

Entry of Prices

- a. The prices quoted shall be written in figures, in ink, preferably in black ink where required in the spaces provided on the Pricing Sheet(s) attached hereto and made a part hereof.
- b. All Bidders are asked to ensure that all charges quoted for similar operations in the Contract are consistent.
- c. Prices must be submitted for each Item required on the Pricing Sheet(s). Bidders are advised that the Items on the Pricing Sheet(s) correspond to the required services set forth in the Specifications hereunder.
- d. Bidders must insert all figures as required and verify all computations for accuracy. The Port Authority in its sole judgment reserves the right to: (1) reject Bids without checking them for mathematical errors or omissions, (2) reject Bids that contain or appear to contain errors or omissions, and (3) supply corrections to Bids that contain or appear to contain mathematical errors and omissions, and in this case the Port Authority reserves the right to recompute the Total Estimated Contract Price (which amount shall then govern in all cases) based upon the Unit Prices inserted by the Bidder.
- e. In the event that a Bidder quotes an amount in the Total Estimated column but omits to quote a Unit Price for that amount in the space provided, the Port Authority reserves the right to compute and insert the appropriate Unit Price.
- f. The Total Estimated Contract Price is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- g. The Contractor shall insert, if applicable to this Contract and indicated as required, the percentage increase or decrease in charges for the years following the first year of this Contract. The percentage increase or decrease for the years following the first year, shall be applied to the Estimated Annual Contract Price of the preceding year, to obtain the Estimated Annual Contract Price for each following year.
- h. By its nature, the Authority has the option to use master agreements with various governmental entities such as Federal GSA (schedule 70), New York State OGS, State of New Jersey and New York City. The maximum range of pricing that the Authority will consider under this Bid are the prices/discount percentages that are present in these agreements and the Contractor is strongly encouraged to offer the Authority lower pricing/discounts greater than that of these agreements.**

General Note

Pricing to be used shall be the pricing in effect as of the Order date, NOT the Delivery date

I. Contractor's percentage Discount off CISCO Global list pricing

Fill in the percentage discount for all CISCO Hardware (i.e. but not limited to IP phones, analog/digital adapters, routers, switches, wireless access points, video conferencing equipment, wireless bridges, Sonet nodes, access control systems, CCTV systems etc) and Software (i.e., but not limited to IP Phone license & Software, VOIP Unity software etc.).

Discounts from list quote shall be all inclusive and reflect basic 90 day warranty, shipping, freight, handling for a FOB deliver price to the designated location. All discounts quoted shall be all inclusive. There shall be no separate compensation for items on CISCO Global list.

Contractor shall insert a percentage.

This percentage shall be firm & fixed, for the duration of the Contract (i.e. Base and any exercised Option Period and/or Extension).

%

Line A - For Bid evaluation purposes – For calculating Total Contract pricing for the Base Period (ROUND TO NEAREST DOLLAR)

Assume \$33,000,000 in total equipment purchases for the base period X _____% discount (figure from above) = _\$_____ (This is the amount to be transferred to LINE A of Section V - **TOTAL ESTIMATED CONTRACT PRICE**)

II. Ancillary Equipment

Ancillary Equipment is defined as equipment required in order to complete a typical system’s installation of Cisco equipment, but is not itself Cisco manufactured or Cisco labeled systems. It can include such parts as, but not limited to, data set cabinets, CAT 5 patch panels, CAT 5e patch cords, 10/100 copper to single mode or multi mode fiber media converts, etc. Typically, the brand of equipment will be specified as a standard, such as Rittel cabinets, ADC or AMP patch panels. Where equipment branding is not standardized or specified, the Authority expects leading manufacturer’s equipment to be used to ensure the integrity of the installation. All equipment is subject to the approval of the Authority. Use of this category is conditioned that it be used in the course of business solely as it relates to the services provided herein.

Net Cost as, defined shall be the Contractor’s actual cost after deducting all permitted cash and trade discounts, rebates, allowances, credits, sales taxes, commissions and refunds (whether or not any or all of the same shall have be taken by the Contractor) of all parts and materials purchased by the Contractor solely for the use in performing its obligations hereunder provided, such purchase has received the prior written approval of the TMs as required herein. The Contractor shall promptly furnish to the Contact Manager such bills of sale and other instruments as may be required by it, executed, acknowledge and delivers, assuring it title to such materials, supplies, equipment parts and tools free of encumbrances.

Note - Shipping, freight and warranty for Ancillary Equipment shall be separately quoted and approved by Port Authority TM in advance of order placement

Contractor shall insert a percentage.
This percentage shall be firm & fixed, for the duration of the Contract (i.e. Base and any exercised Option Period and/or Extension).

Fill in the percentage preceded by a + for Mark Up or a – for a Mark Down or 0

%

Line B - For Bid evaluation purposes – For calculating Total Contract Pricing for the Base Period (ROUND TO NEAREST DOLLAR)

Assume \$3,000,000 in total ancillary equipment purchases for the base period X _____% **mark up or mark down** (figure from above) = _____.

Add to, if a mark up, **or subtract from** if a mark down, the original amount of \$3,000,000 to get the total for this component. \$ _____

This is the amount to be transferred to Line B in **V - TOTAL ESTIMATED CONTRACT PRICE**

III. Installation, Design/Project Coordinator and Consulting Services Rates

Note – Hourly rates shall be deemed fixed for the base period, but subject to adjustment during Option periods in a manner consistent with the price adjustment clauses defined elsewhere.

	Estimated Hours for base term (3 years)		Proposed Rate/Hourly		Total Hourly Costs
Engagement Manager or Project Manager	6,000	X		=	
Cisco Certified Network Associate (CCNA) –or- Cisco Certified Design Associate (CCDA)	5,100	X		=	
Cisco Certified Network Professional (CCNP) – or- Cisco Certified Design Professional (CCDP)	3,600	X		=	
Cisco Certified Internet Engineer (CCIE) – or – Cisco Certified Design Engineer (CCDE)	10,500	X		=	
Optical Engineer (No – Cisco Certification)	2,250	X		=	
General Technicians / Non CISCO Certified staff (with exception of Optical Engineer above)	1,500	X		=	
Sub Total of Proposed Design/Project Coordinator/Consulting Services (Transfer this amount to LINE C in Section V - TOTAL ESTIMATED CONTRACT PRICE)					\$

GENERAL NOTE – ALL CATEGORIES MUST HAVE A VALID RATE FILLED IN.

SUBMISSIONS WITH ANY CATEGORY LEFT BLANK OR WITH ZERO (0) DOLLAR RATE SHALL BE CONSIDERED NON-RESPONSIVE

All listed skill sets are intended, but not guaranteed, to be actively utilized.

IV. ADDITIONAL VOLUME SPEND CREDITS

Within 30 days of the end of each 12-month period or after 180 day extension, the Contractor shall review and aggregate the total products (hardware and software) purchased (defined as invoiced and paid) under this agreement. The Contractor shall provide a schedule for proposed credits for volume purchases via the following table. Credits shall appear as a credit memo, to be used for the purchase of any CISCO branded product and may roll over and be cumulative for the life of the agreement.

At the end of the last contract period (whether Base, Extension or exercised Option) the Authority shall have 3 months, after report acceptance to order all remaining products using the then in effect CISCO Global List Pricing effective the date of the request.

Credits are applied on a credit for dollar-spent basis, one credit equals one dollar off the total to be applied after reaching the appropriate purchase level and subsequently applied to future purchases.

Contractor shall insert percentages below.

These percentages shall be firm & fixed, for the duration of the Contract (i.e. Base and any exercised Option Period and/or Extension).

<u>Purchase Dollar Threshold</u>	<u>Additional Percent Discount earned as credits to be redeemed for CISCO brand equipment or services</u>
\$1 – \$1,000,000	
\$1,000,001 – \$3,000,000	
\$3,000,001 - \$5,000,000	
\$5,000,001 - \$7,000,000	
\$7,000,001 and above	

For bid evaluation purposes only **(ROUND TO NEAREST DOLLAR)**

D. Divide the amount entered in line A from Section I - total equipment purchase after discount by 3, to get an annual spend.
 \$ _____ / 3 = \$ _____

E. Take the amount from line D above * applicable percent discount from above table
 \$ _____ * _____ % = \$ _____ *annual amount to be received in credits after year 1*

F. Take the amount from line D above * applicable percent discount from above table
 \$ _____ * _____ % = \$ _____ *annual amount to be received in credits after year 2*

G. Take the amount from line D above * applicable percent discount from above table
 \$ _____ * _____ % = \$ _____ *annual amount to be received in credits after year 3*

H. Total earned credits for base period = \$ _____ line E + \$ _____ line F + \$ _____ line G

TRANSFER LINE H TO SECTION V - TOTAL ESTIMATED CONTRACT PRICE

V - TOTAL ESTIMATED CONTRACT PRICE

Category		Price
Line A	Contractor's percentage Discount off CISCO Global list pricing	\$
Line B	Ancillary Equipment	\$
Line C	Installation, Design/Project Coordinator and Consulting Services Rates	\$
Line D	SUBTOTAL (Line A + Line B + Line C)	\$
Line H	LESS DISCOUNT FOR ADDITIONAL VOLUME	(\$)
	GRAND TOTAL (Line D- Line H)	\$