

# **THE PORT AUTHORITY OF NY & NJ**

**PROCUREMENT DEPARTMENT  
2 MONTGOMERY STREET, 3<sup>RD</sup> FL.  
JERSEY CITY, NJ 07302**

10/16/2014

## **ADDENDUM # 2**

To prospective Bidder(s) on Bid # 39655 to Supply and Deliver Flat Cars and Related Equipment for PATH:

**Now due back on 10/22/2014, no later than 11:00 AM**

**The following changes are hereby made to the solicitation documents:**

- 1) The bid due date is extended to 10/22/2014, no later than 11:00 AM.
- 2) All references in the solicitation documents to Port Authority “Engineer”, “Superintendent/Manager”, or any other title pertaining to whom the Contractor shall report is hereby changed to “Project Manager.”
- 3) **PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDER:**
  - i. **Delete Section 4. Expected Contract Commencement Date and Replace it with the following:**

“A Purchase Order to be issued on or about November 26, 2014.”
  - ii. **Delete Section 6. Duration of Contract in its entirety and Replace it with the following:**

“The Contractor shall complete delivery of six (6) Flat Cars under this Contract as follows:

Complete the satisfactory delivery of the Flat Cars, the delivery of all other equipment and the performance of all other obligations required to be performed by the Vendor under this Contract not later than 200 days after the issuance of a Purchase Order. Contractor shall advise on the delivery of the couplers.

As used herein, “Satisfactory Delivery” shall mean the delivery to PATH of equipment and other items meeting the requirements of this Contract and shall include passing such tests and inspections at PATH’s facility as are required under this contract.”

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**iii. Delete Paragraphs a) and b) of Section 7. Specific Bidder's Prerequisites, and Replace them with the following:**

- a) "The Bidder shall have had at least five (5) years of continuous experience immediately prior to the date of submission of its bid in the management, design and manufacturing Flat Cars of a similar design required herein and during that time have actually engaged in providing said or such equipment to commercial or industrial accounts under contract. The Bidder may fulfill this prerequisite if the Bidder can demonstrate to the satisfaction of the Port Authority that the persons or entities owning and controlling the Bidder have had a total of at least five (5) year(s) of experience immediately prior to the date of the submission of its bid in the design and manufacturing of /flatcars of a design similar to what is required herein and were actually engaged in designing and manufacturing such equipment to commercial or industrial accounts under contract during that time, or have owned and controlled other entities which have actually engaged in designing and manufacturing the above described equipment during that time period.
- b) During the time period as stated in (a) above, the Bidder, or persons or entities owning and controlling the Bidder, shall have satisfactorily performed or be performing under at least one contracts involving the design and manufacture of equipment to similar to that required under this Contract."

**4) PART III – CONTRACT SPECIFIC TERMS AND CONDITIONS:**

**i. Delete the third paragraph of Section 1. General Agreement, and Replace it with the following:**

"Any reference to a specific product in the Contract Documents is to indicate an approved product or detail. Other products or details may be approved if they meet the intent of the performance characteristic cited or are comparable to the product or detail cited. The Project Manager shall be the sole judge of whether a proposed substitution will be approved, and no substitution shall be ordered or utilized without the Project Manager's prior written approval. The Project Manager may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other assurance with respect to any approved substitution. Furthermore, the approval of any substitute proprietary item or make shall not in any way entitle the Contractor to additional compensation therefor. If the Contractor fails to deliver a substitution that is acceptable to PATH, then the Contractor shall supply the product or detail as specified herein, as more fully described in the Specifications, located in Part V of this Contract."

**ii. Delete Section 2. Order of Precedence in its entirety, and Replace it with the following:**

“Anything to the contrary herein notwithstanding, all Contract Specific Terms and Conditions shall be deemed to control in the event of a conflict with the Standard Contract Terms and Conditions contained in this Contract.”

**iii. Delete Section 9. Title to Materials in its entirety, and Replace it with the following:**

“All manufactured equipment, drawings, specifications, spare parts and training programs/ materials, provided to the Port Authority shall be and become the property of the Authority upon successful completion of commissioning and acceptance testing by PATH. All equipment stored by the Contractor shall be individually marked and identified in a conspicuous manner “Property of the Port Authority of New York and New Jersey – BID # 39655 ”. Contractor shall arrange for the Project Manager to have access to the storage site for inspection of equipment stored as requested. The Contractor shall bear the risk of loss for any equipment stored until its delivery and acceptance by PATH at PATH’s Car Maintenance Facility. As a prerequisite to making any payments to the Contractor under this clause, the Contractor shall furnish whatever documents evidencing transfer of title of equipment to the Authority that the Project Manager requires, including bills of sale and affidavits of title in forms acceptable to the Project Manager. The making of payments shall not be deemed to be a final acceptance of equipment, nor shall it relieve Contractor of responsibility for such equipment.”

**5) PART V – SPECIFICATIONS:**

**i. Delete Section 16. Underframe Construction in its entirety, and Replace it with the following:**

“Anti-climbers shall be furnished at each end sill. The anti-climber shall conform to the shape and size on existing PATH PA type self propelled equipment as shown in Attachment 2 “Anti-Climber.” The anti-climbing arrangement shall resist a vertical load of 100,000 lbs, under full compression without exceeding the yield point of the material used. Drawing of proposed anti-climber must be submitted to the Project Manager for approval. Fabrication is allowed, but must meet the specifications.”

**ii. Section 23. Marking and Stenciling and Section 7. General Parameters:**

Change references to Flat Cars sequential numbering system to start at “F-48” (all numbering hyphenated).

**iii. Delete the first paragraph of Section 25. Tailights/Headlights, and Replace it with the following:**

“The Contractor shall equip each Flat Car with two white headlights. One headlight shall be placed on #1 end #1 side and the other headlight shall be placed on #2 end #2 side of each flatcar. The white headlight shall be installed such that the center of the headlight is at least 25” above the Anti-climber. The Contractor shall equip each Flat Car with two red taillights. One red taillight shall be placed on #1 end #1 side and the other taillight shall be placed on #2 end #2 side of each flatcar. The red taillight shall be installed such that the center of the taillight is at least 25” above the Anti climber. See Appendix, Figure 1.”

**iv. Delete Section 27. Air Connector in its entirety, and Replace it with the following:**

“Furnish and install four (4) air connectors per flatcar for working tools. To be located in each corner of the flat. The type of connector required is Thor-airline accessories, Black Plate, female pipe end, steel coupling with cocking sleeve Catalog Number 22081. Must be same as existing work tool connectors used on the existing PATH Flat Cars. Air connectors shall be positioned on a flat car in a way to prevent accidental brake air dump.”

**v. Delete the third paragraph of Section 29. Test and Inspection, and Replace it with the following:**

“Brake Test: A pressure test of the fabricated pipe and tubing system shall be performed to at least 1.5 times the maximum design operating pressure of the system in order to ensure piping system integrity. The pressure test shall include a standing leak test and shoe to wheel pressure test in accordance with AAR procedures. Brake system operational test shall be performed by the Contractor.”

**vi. Delete Section 31. Clearance and System Compatibility in its entirety, and Replace it with the following:**

“It shall be the Contractor’s responsibility to determine the required clearance envelope for the Flat Cars in accordance with PATH system requirements and any applicable drawings. Cars shall be designed and built so as to provide a minimum 3” clearance envelope during all operating conditions, with proper allowance made by the Contractor for vertical and horizontal movement of springs, wheel wear, coupler height, flange wear, roller bearing, lateral body lean and all other elements affecting clearance between the car and possible tunnel and / or wayside obstructions. The Contractor shall provide dynamic clearance outline drawings for the new flat car. All lateral, vertical, longitudinal and roll motions of the car under the most severe ride conditions

shall be included in the dynamic clearance outline. These drawings shall be subject to approval by the Project Manager prior to any work being performed on the flats.”

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 DIVISION

BIDDER'S FIRM NAME: \_\_\_\_\_

INITIALED: \_\_\_\_\_

DATE: \_\_\_\_\_

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO JOHN SANTIAGO AT [JOHN.SANTIAGO@PANYNJ.GOV](mailto:JOHN.SANTIAGO@PANYNJ.GOV) OR 201-395-3416.