

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

**PROCUREMENT DEPARTMENT  
4 WORLD TRADE CENTER  
150 GREENWICH STREET, 21<sup>ST</sup> FL.  
NEW YORK, NY 10007**

10/26/2015

## **ADDENDUM # 2**

To prospective Bidder(s) on Bid # 43810 for **Second Re-Bid of Manufacture and Deliver a Track Inspection Vehicle for PATH.**

- Originally due back on 10/13/2015, no later than 11:00AM
- Now due back on 11/16/2015, no later than 11:00AM

### **I. CHANGES/MODIFICATIONS**

- A. In Part III, Section 6, Progress Schedule, item 4, in the first line change “four hundred and twenty (420)” to “five hundred forty (540)”.
- B. In Part III, Section 6, Progress Schedule, item 5, in the first line change “four hundred and twenty (420)” to “five hundred forty (540)”.
- C. In Part III, Section 14, Insurance Procured by the Contractor, fourth to last paragraph, beginning of first line, change “Within five (5) days” to “Within fifteen (15) days”.
- D. In Attachment B, the PATH FTA Standard Terms and Conditions, delete paragraph 46(H)(3) in its entirety, and replace it with the following:  
  
“3. Joint ventures between DBEs and non-DBEs may be counted toward the DBE goal in proportion to the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces. Please contact the Office of Business Diversity and Civil Rights at (201) 395-3958 for more information about requirements for such joint ventures.”

## **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 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.

Q1. In Part III, Section 6, Progress Schedule, do the clearance and test runs have to be completed by day 420 (now 540) or only to have been started by day 420, (now 540)?  
A1. Yes, all clearance and test runs and equipment must now be completed and accepted by day 540.

Q2. In Part III, Section 11, Payment, as per Addendum 1, if the payment schedule is eliminated does this mean there are no progress payments (i.e., no payment until the vehicle is accepted with spare parts)? Is the supplier to incur associated costs until final payment or is the supplier allowed to propose a progress schedule with the quote?  
A2. See Part III, Contract Specific Terms and Conditions, section 11, Payment, paragraph "a", as amended by Addendum 1 and Part I, Section 6, Firm Offer.

Q3. In Part III, Section 14, Insurance Procured by the Contractor,

a. Typically, this insurance is required only for construction and renewal works or, in general, when work is performed within 50 feet of a railroad. Is it necessary, then, to obtain this insurance for this contract?

b. If it is necessary to obtain the insurance, is it necessary to have it at the time of award when access to the PATH property will not be until delivery?

c. If insurance must be obtained for the work on PATH property, can it be obtained only for the period of testing, commissioning, and acceptance?

A3. a. Yes, training will be conducted on the PATH system, which will require the insurance.

b. Insurance is required before Contractor comes onto PATH system before delivery and training.

c. Yes, it can be obtained only for the period of testing, commissioning and acceptance.

Q4. In Part III, Section 14, Insurance Procured by the Contractor, can the Immunity Clause be eliminated or waived or will PATH accept a standard waiver of subrogation?

A4. PATH's Immunity Clause wording is a mandatory requirement and therefore cannot be waived. In addition, PATH has received this clause from AON and other insurance carriers so it should not be an issue.

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  
SELENE ORTEGA  
MANAGER  
COMMODITIES & SERVICES DIV.

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

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

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

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO MR. RICHARD A. GREHL, WHO CAN BE REACHED AT (212) 435-4633 or at [rgrehl@panynj.gov](mailto:rgrehl@panynj.gov).