

THE PORT AUTHORITY OF NY & NJ

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

11/8/2018

ADDENDUM # 3

To prospective Bidder(s) on Bid # **54962** for **PROVISION OF CISCO BRANDED
HARDWARE/SOFTWARE SMARTNET MAINTENANCE SERVICES - REQUIREMENT
CONTRACT**

Originally due on 11/8/2018, no later than 11:00 AM

Due back on 11/15/2018, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

1. The bid due date is extended to November 15, 2018, no later than 11:00 AM.
2. Part IV, entitled: "SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS" delete in its entirety and replace it with the attached entitled: "Part IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS revised 11/8/18.

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
Mgr Tech & Envrl Cnt
Procurement Department

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO JEANETTE ANDERSON, WHO CAN BE REACHED AT 212-435-4624 or at jeanette.anderson@panynj.gov.

PS11A11

PART IV – SIGNATURE SHEET, NAME AND RESIDENCE OF PRINCIPALS SHEET AND PRICING SHEET(S), TABLE OF CONTENTS (revised 11/8/18)

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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. Signature also certifies understanding and compliance with the Code of Ethics for Port Authority Vendors. This offer shall be irrevocable for one hundred twenty (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's Legal Business Name _____

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, that 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 of the certification).

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. Prices must be quoted in United States Dollars. All figures inserted will be interpreted as being quoted in United States Dollars.
- 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 Estimated Two-Year Smartnet Maintenance Service Total is based upon the Cisco Global Annual Unit Prices Discount inserted by the Bidder, which amount shall govern in all cases.
- e. The Estimated Two-Year Smartnet Maintenance Service Total is solely for the purpose of facilitating the comparisons of Bids. Compensation shall be in accordance with the section of this Contract entitled "Payment".
- f. During the Option Period, if exercised, discounts provided during the Base Term shall remain in effect. Contractor may offer additional discounts during the Option Period.

Contractor’s Percentage Discount off Cisco Global List Pricing

Fill in the percentage discount for Cisco SMARTnet services

Pricing Sheet(s) items shall include all cost for all services.

Bidders must apply their discount for Cisco-Branded Smartnet Maintenance to all existing as well as all additional new devices/services during the entire contract period.

Please note that the inventory is approximate at the time of submission, and the Authority reserves the right to decrease and/or increase the quantity, and/or service level/features at their sole discretion.

Contractor shall insert a percentage. This percentage shall be firm and fixed for the duration of the Contract (Base and any exercised option period and/or Extension).

Assume **\$9,000,000** in total SMARTnet services for the two-year base period X _____% discount (figure from above) = \$_____ (This is the amount to be transferred to Line A of Section IV – Estimated Two-Year SMARTnet Maintenance Service Total)

Line	Category	Estimated Two-Year SMARTnet Maintenance Service Total
Line A	Contractor’s Percentage Discount off of Cisco Global List Pricing – 2-year Base Period	\$

The estimated quantities on the Contractor Price Sheets are given solely to enable the Authority to make bid comparisons. The Authority makes no representations as to what the actual quantities will be and shall not be held responsible even though the annual estimated quantities are not even approximately correct. The Contractor’s compensation will be based solely on actual equipment maintained, services ordered and performed.