

THE PORT AUTHORITY OF NY & NJ

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

5/6/2019

ADDENDUM # 5

To prospective Bidder(s) on Bid # 56063: Re-Bid Supply and Deliver Utility Track Vehicles and Associated Spare Parts, Due back on 5/23/2019, no later than 11:00AM:

I. CHANGES/MODIFICATIONS

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

A. Part III, Contract Specific Terms and Conditions

Section 11 “Default – Delays” *delete* the paragraph in its entirety and *replace* with the following:

“If the Contractor fails to perform in accordance with the terms of this Contract, the Contractor will be notified in writing and have thirty (30) calendar days to resolve said failure. If the Contractor has not cured said failure within the time allotted, the Port Authority may obtain the goods or services from another Contractor and charge the original Contractor the difference in price and a reletting cost, if any, plus any other damages that the Port Authority may deem appropriate.”

B. Part IV, Signature Sheet, Name and Residence of Principals Sheet and Pricing Sheet(s)

Section 3 “Pricing Sheet(s),” Item No. 2, delete “2” from the Estimated Qty column and replace with “7.”

C. Part V, Specifications Part One

1. Section 9 “Working Drawings”

Replace references to “sixty (60) calendar days” with “one hundred (100) calendar days.”

2. Section 10 “Shop Drawings”

Replace references to “ninety (90) calendar days” with “one-hundred and sixty (160) calendar days.”

D. Part V, Specifications Part Two - Technical Requirements

1. Section 23 “Electrical System”, paragraph K *delete* in its entirety.
2. Section 41 “Stenciling” subsection “a),” *delete* in its entirety and *replace* with the following:
 - a) “PATH” and “UTV 16,” “UTV 17,” and “UTV 18” in 9-inch high reflective lettering on all sides of the Rescue Car (given to PATH for placement).
3. Section 45 “Start Up and Training”, subsection B.

Delete the first paragraph in its entirety and *replace* with the following:

“The maintenance training shall include service techniques, applications of special tools, a brief description of the equipment’s generic control systems (such as hydraulics, electrical, pneumatic and mechanical) and a detailed description, including diagnostics, of special systems specific to the equipment. This course shall be given at locations designated by PATH and shall be of a duration not less than seven (7) 8-hour training sessions for the dayshift and seven (7) 8-hour training sessions for the night shift, for a total of one-hundred and twelve (112) hours of instruction (sixteen (16) hours per day) and shall not be concurrent with the startup assistance and training. Maintenance training shall be subdivided into two major parts:”

4. Section 45 “Start Up and Training”, subsection B. paragraph d)

Replace references to “sixty (60) calendar days” with “one-hundred and twenty (120) calendar days.”

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 particular questions asked by 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, whether made orally 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.

Question #1	In Part III, Section 8 “Title to Materials,” would PATH agree to modify the point title transfers to FOB destination?
Answer #1	No. Refer to Part III, Section 8 – “Title to Materials.”
Question #2	In Part III, Section 10 “Payment,” would PATH change the payment terms to 90% payment upon delivery of each UTV and final payment upon acceptance?
Answer #2	No. Refer to Part III, Section 10 - “Payment.”
Question #3	In Part III, Section 11 “Default-Delays,” would PATH amend the section to include a reasonable cure period?
Answer #3	See above Changes in Section I, “Changes and Modifications,” subsection A.
Question #4	In Part III, Section 12 “Equipment Warranty,” would PATH accepted the proposed modifications to the warranty provisions?
Answer #4	No. Refer to Part III, Section 12 – “Equipment Warranty.”
Question #5	In Part III, Section 14 “Materials and Workmanship,” would PATH consider modifying the first paragraph as proposed?
Answer #5	No. Refer to Part III, Section 14 – “Materials and Workmanship.”
Question #6	In Part III, Section 15 “Inspection and Acceptance” would PATH agree to modify the point risk of loss transfers to FOB destination?
Answer #6	No. Refer to Part III, Section 15 “Inspection and Acceptance.”
Question #7	In Part IV, please clarify if PATH is requesting two (2) days or seven (7) days of training.
Answer #7	The Contractor is required to provide seven (7) days of training for the dayshift and seven (7) nights of training for the night shift. Each training session (both day and night) should be 8-hours.

Question #8	In Part V, Part One, Section 9 “Working Drawings,” would PATH agree to receive Working Drawings one-hundred (100) days after receipt by the Contractor of the acceptance of the Contract?
Answer #8	See above Changes in Section I, “Changes and Modifications,” subsection C(1).
Question #9	In Part V, Part One, Section 9 “Working Drawings,” paragraph two, previous machines did not have an anticlimber, is this required with the new machines?
Answer #9	Anticlimbers are not required.
Question #10	In Part V, Part One, Section 9 “Working Drawings,” and Section 10 “Shop Drawings” would PATH agree to make the recommended changes submitted?
Answer #10	No. Refer to Part V, Part One Section 9 “Working Drawings” and Section 10 – “Shop Drawings.”
Question #11	In Part V, Part One, Section 10 “Shop Drawings,” would PATH agree to receive Shop Drawings one-hundred and sixty (160) days after the receipt by the Contractor of the acceptance of the Contract?
Answer #11	See above Changes in Section I, “Changes and Modifications,” subsection C (2).
Question #12	In Part V, Part Two, Section 7 “Structural Design Requirements,” is the design of the previously purchased UTVs acceptable with the addition of a stress analysis?
Answer #12	Yes.
Question #13	In Part V, Part Two, Section 15 “Hydraulic System,” will PATH accept standard hydraulic tanks that do not have filter necks, but are filled with a hand pump with 10-micron filtration?
Answer #13	PATH will consider all filtration proposals that meet the NFPA, ANSI and ISO standards that will conform with current PATH specifications and are functional in the PATH environment.
Question #14	In Part V, Part Two, Section 17 “Fluid Conductors,” will PATH accept pneumatic wind up hose reels?
Answer #14	PATH will consider all hose reel proposals that meet the regulatory and industry standards that will conform with current PATH specifications and are functional in the PATH environment.
Question #15	In Part V, Part Two, Section 18 “Transmission,” does PATH require a Hydrostatic drive system?
Answer #15	A Hydrostatic drive system is not required.
Question #16	In Part V, Part Two, Section 18 “Transmission” would PATH accept UTVs to default to neutral to prevent damage when UTV is being towed?
Answer #16	Yes, unless there is a manual disconnect.
Question #17	In Part V, Part Two, Section 19 “Brakes,” will a compressor of an adequate size that is direct driven off the engine be acceptable?

Answer #17	Direct driven engine mounted air compressor of sufficient size is required, however a hydraulically driven auxiliary air compressor capable of supplying the UTV and two work flats is required.
Question #18	In Part V, Part Two, Section 19 “Brakes” paragraph 8, what is the intended use of the empty conduits?
Answer #18	The empty conduits will be used for any future wiring.
Question #19	In Part V, Part Two, Section 21 “Wheels, Axles, Bearings, Frame and Suspension” will PATH accept the use of cylindrical roller bearings in place of tapered bearings for the axles?
Answer #19	Yes.
Question #20	In Part V, Part Two, Section 23 “Electrical System” paragraph K, would PATH agree to remove the requirement for a vibration mount?
Answer #20	See above Changes in Section I, “Changes and Modifications,” subsection D.
Question #21	In Part V, Part Two, Section 26.2 “Crane”, Are three different controls required? Or does the mast control refer to the Crane Operating Station (COS)?
Answer #21	There must be joystick controls in the COS and manual control valves to operate the crane in case of electronic control failure.
Question #22	In Part V, Part Two, Section 26.3 “Crane”, What is the duty of the two additional spare hoses in the loom? What is the required pressure and flow? In the loom, can these hoses be routed in the energy supply chain next to the boom?
Answer #22	An extra spare hydraulic hose rated to the spec of boom attachment circuit and capped in the energy change will be used in case of damage to an existing hose in the chain.
Question #23	In Part V, Part Two, Section 41 “Stenciling” please confirm that the subsequent numbers should be UTV16, UTV17 and UTV18.
Answer #23	See above Changes in Section I, “Changes and Modifications,” subsection D (2).
Question #24	In Part V, Part Two, Section 41 “Stenciling” please clarify which areas should be reflective.
Answer #24	See above Changes in Section I, “Changes and Modifications,” subsection D (2).
Question #25	In Part V Part Two, Section 43 “Warranty,” would PATH agree to modify the warranty to be exclusive of all labor costs?
Answer #25	No. Refer to Part V, Part Two, Section 43 – “Warranty.”
Question #26	In Part V, Part Two, Section 45 “Start Up and Training,” would one hundred and twenty (120) days be acceptable?
Answer #26	See above Changes in Section I, “Changes and Modifications,” subsection D (3).

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 DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO
Jasmaine Green AT jrgreen@panynj.gov OR (212) 435-4654.