

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

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

7/24/2013

## **ADDENDUM # 6**

To prospective Bidder(s) on Bid # 32610 for Rail Car Floats for New York New Jersey Rail:

Now due back on 8/1/2013, no later than 11:00AM

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

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

- a. The Bid Due Date is hereby **extended** to August 1, 2013.
- b. **Part V, Specifications, after Section 17b.8., insert the following new paragraph 18:**

#### **“18. Warranty**

The Contractor shall warrant for two (2) years, including workmanship and materials, following the commissioning of each Car Float, that the Car Floats will function within the constraints and requirements of these Specifications (including, but not limited to, drawings, exhibits, and those set forth for commissioning in Section 17). Warranty obligations shall be performed in approximately seven (7) continuous calendar days and shall commence within 5 business days after notice of such warranty obligation, in order to minimize interruption to operations. If for any reasons the requirements set forth by these Specifications are not met during the warranty period, the Authority shall be permitted to perform corrective repairs to maintain continuity of the float operation and the Contractor shall be responsible for the cost of any corrective repairs performed by the Port Authority during the warranty period.”

### **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.

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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.

|                    |                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Question #4</b> | Regarding Part III – Contract Specific Terms and Conditions, Paragraph 3 – Payment, Section B, Percent Payment Table, Milestone 6 states, “Completion of one year of successful operation with no outstanding warranty claims.” Please clarify the contractor’s scope of work expected during the one year of successful operation. Also, clarify any and all warranties of the work related to the contract. |
| <b>Answer #4</b>   | Please see Section Ib. above, Section 18, Warranty.                                                                                                                                                                                                                                                                                                                                                           |
| <b>Question #5</b> | The minimum depth of the barge is 12' and the maximum freeboard for the barge to the top of the rails is 9'-6". A barge designed with strength to carry the required loads will not draft 2'-6 when in the light condition. Are we allowed to add solid ballast or water ballast to the barge? Reducing depth on the barge further would compromise longitudinal strength.                                    |
| <b>Answer #5</b>   | The Contractor is responsible to design the car floats to the Specifications set forth in Part V of the bid documents. Using ballast is acceptable so long as all specified requirements are met. As per Section 10, “Engineering Deliverables” in Part V, the Contractor shall submit drawings, including any such proposed ballast material, for review and approval by Authority’s Engineer.               |

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  
EMILY BAXTER, WHO CAN BE REACHED AT (201) 395-3421 or at  
ebaxter@panynj.gov.