

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
4 WORLD TRADE CENTER (4 WTC)
150 GREENWICH STREET, 21ST FLOOR.
NEW YORK, NY 10007**

7/8/2015

ADDENDUM # 1

To prospective Bidder(s) on Bid # 42893 for Integrated Pest Management Services at New Jersey Marine Terminal (NJMT) - Three Year Contract

Due back on 7/14/2015, no later than 11:00AM

I. CHANGES/MODIFICATIONS

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

- A.** Delete Part III, Section 7 entitled “Increase and Decrease in Areas or Frequencies” and replace it with the following:

The Manager shall have the right, at any time and from time to time in their sole discretion, to increase or decrease the frequencies of all or any part of the services required hereunder and/or to add areas not described herein in the Specifications or to remove areas or parts of areas which are hereunder so described. In the event the Manager decides to change any frequencies or areas such change shall be by written notice given to the Contractor not less than thirty (30) days prior to the effective date of said changes, said changes to be effective upon the date specified in said notice.

In the event of an increase or decrease in areas or frequencies, the Contractor’s compensation will be adjusted to reflect such change in areas or frequencies utilizing the applicable Unit Price for such services (for the applicable Contract year) as set forth on the Pricing Sheet(s).

Where no specific Unit Price has been quoted for the type of services to be increased or decreased, the Manager shall have the right to negotiate the compensation to reflect such change, whether an increase or decrease in areas or frequencies, which, in the opinion of the Manager, are necessary to complete the work, by multiplying the increased or decreased amount by the negotiated rate.

In the event of a decrease, the Contractor shall not be entitled to compensation for Work not performed.

No such change in areas or frequency will be implemented which results in a total increase or decrease in compensation that is greater than fifty percent (50%) of

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the Total Estimated Contract Price for the Base Term or, if changes are to be implemented during an Option Period, fifty percent (50%) for that Option Period.

Any increases in frequencies or areas shall not constitute Extra Work and, as such, shall not be limited by the Extra Work provisions of this Contract.

B. 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 Bidder 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.

| | |
|---------------------|--|
| Question # 1 | Can you provide me with the current pricing for the items in this bid? |
| Answer # 1 | Attached is the pricing for the items on current Contract No. 4600009075. These documents were not prepared for the purpose of providing information for Bidders upon the present Contract but they were prepared for other purposes, such as for other contracts or for design purposes for this or other contracts, and they do not form a part of this Contract. The Port Authority makes no representation or guarantee as to, and shall not be responsible for their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn there from. They are made available to the Bidders merely for the purpose of providing them with such information as is in the possession of the Port Authority, whether or not such information may be accurate, complete or pertinent or of |

| | |
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| | any value to the bidders. |
|--|---------------------------|

FOR INFORMATION PURPOSES ONLY, ATTACHED IS THE PRICING FROM THE MOST RECENT PURCHASE:

The Port Authority of New York and New Jersey does not guarantee the relevancy of the pricing material as it may pertain to proposals solicited for other contracts. Vendors are cautioned that the use of this information, to determine future bid prices, or for any other purpose, shall be used at the vendor's own risk. Bid prices should be based on the company's costs, overhead and profit. The material requested may be based on a different specification and/or different quantity or delivery requirements than those in future solicitations.

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 AND SERVICES DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LUZ SANTANA, WHO CAN BE REACHED AT (212) 435-4625 or at LSANTANA@panynj.gov.

PRICING SHEETS

FIRST YEAR

| | Monthly, Hourly, Linear Foot <u>Unit Price</u> | X Estimated Annual <u>Quantity</u> | = Estimated First Year Contract Price |
|--|--|---|---|
| Monthly Lump Sum Price | \$ <u>600.⁰⁰</u> | 12 Months | = \$ <u>7200.⁰⁰</u> |
| Monthly Price Mosquito Abatement | \$ <u>275.⁰⁰</u> | 7 Months (April 1 through Oct. 31) | = \$ <u>1925.⁰⁰</u> |
| Hourly Price | \$ <u>20.⁰⁰</u> | 100 Hours | = \$ <u>2000.⁰⁰</u> |
| Termite Control Services Linear Foot Price | \$ <u>.50</u> | 10,000 Linear Feet | = \$ <u>5000.⁰⁰</u> |
| A - ESTIMATED ANNUAL CONTRACT PRICE-1ST YEAR | | | = \$ <u>16,125.⁰⁰</u> |

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PRICING SHEETS

SECOND YEAR

| | Monthly, Hourly, Linear Foot Unit Price | X Estimated Annual Quantity | = | Estimated Second Year Contract Price |
|---|---|---------------------------------------|---|--|
| Monthly Lump Sum Price | \$ <u>600.⁰⁰</u> | 12 Months | = | \$ <u>7200.⁰⁰</u> |
| Monthly Price Mosquito Abatement | \$ <u>275.⁰⁰</u> | 7 Months (April 1 through Oct. 31) | = | \$ <u>1925.⁰⁰</u> |
| Hourly Price | \$ <u>20.⁰⁰</u> | 100 Hours | = | \$ <u>2000.⁰⁰</u> |
| Termite Control Services Linear Foot Price | \$ <u>50</u> | 10,000 Linear Feet | = | \$ <u>5000.⁰⁰</u> |

B - ESTIMATED ANNUAL CONTRACT PRICE-2ND YEAR = \$ 16,125.⁰⁰

PRICING SHEET

THIRD YEAR

| | Monthly, Hourly, Linear Foot <u>Unit Price</u> | X Estimated Annual Quantity | = | Estimated Third Year Contract Price |
|---|--|---------------------------------------|---|---|
| Monthly Lump Sum Price | \$ <u>600.⁰⁰</u> | 12 Months | = | \$ <u>7200.⁰⁰</u> |
| Monthly Price Mosquito Abatement | \$ <u>275.⁰⁰</u> | 7 Months (April 1 through Oct. 31) | = | \$ <u>1925.⁰⁰</u> |
| Hourly Price | \$ <u>20.⁰⁰</u> | 100 Hours | = | \$ <u>2000.⁰⁰</u> |
| Termite Control Services Linear Foot Price | \$ <u>.50</u> | 10,000 Linear Feet | = | \$ <u>5000.⁰⁰</u> |
| C - ESTIMATED ANNUAL CONTRACT PRICE-3 RD YEAR | | | | = \$ <u>16,125.⁰⁰</u> |

A - ESTIMATED ANNUAL CONTRACT PRICE 1ST YEAR = \$ 16,125.⁰⁰

B - ESTIMATED ANNUAL CONTRACT PRICE 2ND YEAR = \$ 16,125.⁰⁰

C - ESTIMATED ANNUAL CONTRACT PRICE 3RD YEAR = \$ 16,125.⁰⁰

TOTAL ESTIMATED CONTRACT PRICE - THREE (3) YEARS = \$ 48,375.⁰⁰

(Sum of A + B + C)

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