

THE PORT AUTHORITY OF NY & NJ

**PROCUREMENT DEPARTMENT
2 MONTGOMERY STREET, 3RD FL.
JERSEY CITY, NJ 07302**

8/8/2013

ADDENDUM # 1

To prospective Bidder(s) on Bid # **34317**
EMERGENCY FUEL (GASOLINE, DIESEL, EQUIPMENT AND LABOR)
SERVICES FOR PORT AUTHORITY FACILITIES.
ONE (1) YEAR CONTRACT
SEE CONTRACT BOOKLET.

Due back on 8/14/2013, no later than 11:00 AM

Originally due **8/14/2013**, no later than 11:00 AM

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

**PART II – CONTRACT SPECIFIC INFORMATION FOR BIDDERS
TABLE OF CONTENTS**

**SEE PARAGRAPH 8. ENTITLED;” SPECIFIC BIDDERS PREREQUISITES,
DELETE IN ITS ENTIRTY SUBPARAGRAPH “c” AS ORGIONALY SHOWN.
REPLACE AND INSERT THE FOLLOWING:**

c. Own and/or lease, and operate, a minimum of ten (10) tanker trucks (minimum of three thousand (3000) gallons per tanker) each equipped with a discharge meter, fueling hoses and safety equipment to discharge fuel. The tanker trucks must be equipped to allow for the direct fill of vehicles and equipment to allow for the direct fill of vehicles and equipment from the tanker.

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

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34317 ADDENDUM 1 DATED 8/8/2013

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.

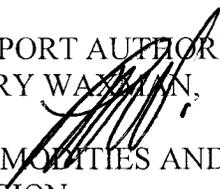
<i>Question # 1</i>	We obtain the trucks we use for emergency fueling through vendor contracts by which they agree to make vehicles and drivers available to us during emergency fueling deployments. These are not actual leases. Will evidence of such contracts meet your requirement for owning or leasing vehicles?
<i>Answer # 1</i>	No. Bidders must "own and/or lease," the vehicles, as per Part II, paragraph 9, subparagraph c.
<i>Question # 2</i>	As to your Default – Delays provision at Par. 12 and Liquidated Damages provision at Par. 13 of PART III of the materials, do you intend to apply this provision if a single supplier is unable to meet your requirements, or only if the three suppliers selected are unable to meet your total requirements? Will you place any upward limit on the number of vehicles you expect from a single supplier?
<i>Answer # 2</i>	The Liquidated Damages apply to each individual Contractor (a single supplier) who is awarded a contract.
<i>Question #3</i>	If a Contractor meets the \$5 Million insurance coverage but does not meet the \$25 million coverage requirement, are you willing to accept a submittal and utilize them in such a way that they will always have an authorized escort for deliveries?

<i>Answer #3</i>	While is likely that escorts will be provided there is NO guarantee. Therefore the insurance requirements stand as stated.
<i>Question #4</i>	As to your Environmental Liability Insurance requirement, does a MCS 90 or BMC 90 endorsement to an Automobile Liability policy with \$2 Million coverage, satisfy your requirements, if it otherwise meets the specifics listed in Par. 15 of your PART III?
<i>Answer #4</i>	MSC 90 or other endorsements are acceptable as long as it meets the environmental insurance requirements.

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.

ADDENDUM 1 DATED 8/8/2013

THE PORT AUTHORITY OF NY & NJ
LARRY WAXMAN,

COMMODITIES AND SERVICES
DIVISION

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO LARRY WAXMAN, WHO CAN BE REACHED AT (201) 395-3951 or at Lwaxman@panynj.gov.

34317 ADDENDUM 1 DATED 8/8/2013