

THE PORT AUTHORITY OF NY & NJ

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

9/4/2014

ADDENDUM # 1

To prospective Bidder(s) on Bid #39158 Supply and Deliver Enclosed Equipment Trailer – Central Automotive Division.

Now due back on 9/12/2014, no later than 11:00AM
(Originally due back on 9/10/2014, no later than 11:00AM)

I. CHANGES/MODIFICATIONS

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

The due date of this bid has been EXTENDED until September 12, 2014

- A. Automotive Procurement Standard Contract Terms and Conditions Page 1, Section entitled “Frame” ADD, “One (1) ST225/75R/LRD Radial Tire on Greymod wheel for spare.”
- B. Automotive Procurement Standard Contract Terms and Conditions Page 2, Section entitled “Interior” make the following changes:
 - i. Change Item #1 to “Flooring - Advantec ¾ with Rhino liner on floor and twelve inches (12”) up on all sides ¾ thick.
 - ii. Change Item #4 to “Smooth Aluminum Radius Wheel Boxes.
 - iii. Change Item #5 to “One (1) 15 amp GFCI Receptacle.
 - iv. Change Item #11 to - Battery Guard System -50 watt solar panel mounted on roof, with battery charge controller in line to keep it from overcharging.
 - v. Change Item # 13 to- 2 LED lights 18” recessed.
 - vi. Add “Surface mounted E Track with pockets full length of trailer two (2) rows on both sides.
- C. Automotive Procurement Standard Contract Terms and Conditions Page 2, Section entitled “Miscellaneous” Remove Item #2 – LED Warning Light Package and Scene Light.
- D. Automotive Procurement Standard Contract Terms and Conditions Page 3, Section entitled “Interior” make the following changes:
 - i. Add “3/8 Plywood walls”.
 - ii. Add “8” wide shelf on top of wheel wells 10ft both curbside and roadside starting at back of trailer (to be adequately supported to hold SCBA (Self Contained Breathing Apparatus))”.

PS11A11

- iii. Add “10ft of shelf both curbside and roadside starting at back of trailer. To be adequately supported to hold SCBA (Self Contained Breathing Apparatus bottle holders). Fifteen (15) each side (measure 8” by 8”) Thirty (30) in total”.
 - iv. Add “Four (4) 18” recessed LED light (including recessed trim ring for ceiling)”.
 - v. Add “One (1) puck light – 12v LED – 2.75” mounted under upper cabinet (on its own switch)”.
 - vi. Add “Two (2) Broan brand ceiling mount radiant heaters 1,250 watt each 4,266BTU each”.
 - vii. Add “One (1) Optima brand battery”.
 - viii. Add “8’ lower aluminum cabinet”.
 - ix. Add “1-50 amp, 50ft extension cord female 4 blade RV to male 4 blade RV”.
 - x. Add “Thirty (30) Zico SCBA Boxes Part Number PACSR – B (Black) or PACSR-Y Yellow”.
 - xi. Add “Thirty (30) Plastic SCBA holder boxes, 8” by 8”, each installed x 30 units in black”.
 - xii. Add “One (1) 8’ upper aluminum cabinet (40’h x 24’d)”.
- E. Automotive Procurement Standard Contract Terms and Conditions Page 33, Add

47. PRE-MANUFACTURING MEETING

At the Engineer’s request, there will be a pre-manufacturing meeting prior to ordering/building the vehicles. It will take place at a Port Authority location and will involve Vendor personnel that are directly involved with vehicle ordering/manufacturing. At this time, the Vendor shall give the Port Authority the appropriate phone numbers, email and contact person(s) at to enhance the communication during the construction process. At the meeting, they will discuss the placement of decals, radios, lights and various other systems that will be installed by the vehicle manufacturer and/or the Port Authority.

48. PAYMENTS

After delivery, receipt of an invoice and all other required documents, and acceptance by the Engineer of a unit, the Port Authority will advance to the Vendor within thirty (30) days a payment of an amount equal to the unit price as set forth in the Pricing Sheet. Cost for approved “Changes and Extras” shall be invoiced separately, accompanied by the written approved “Changes and Extras” authorized by the Engineer and subject to any monetary deductions, as determined solely by the Port Authority Engineer.

The invoice and documents required to be submitted for each vehicle are as follows:

- i. The invoice for the delivered vehicle, which shall indicate a full description of the vehicle, the cab-chassis' make and model, the vehicle identification number, and the Port Authority number.
- ii. A certificate of origin fully completed transferring title and ownership to the Port Authority of NY & NJ.

iii. Two vehicle tests and certificates booklets as required by the section entitled "vehicle tests and certificates documentation".

The above invoice and certificate of origin shall serve to pass title of each complete vehicle to the Port Authority, free of liens, third party claims, or any other security interests.

49. CHANGES AND EXTRAS

The Vendor is required to provide separate materials, supplies, equipment and personnel for Extra Work when such is deemed necessary by the Engineer.

"Extra Work" as used herein shall be defined as work, which differs from that expressly or impliedly required in the Specifications in their present form.

The Vendor is to supply the amount of materials, supplies, equipment and personnel required by the Engineer within twenty four (24) hours following receipt of written or verbal notice from the Engineer or, in the case of an emergency as determined by the Engineer, within four (4) hours following his receipt of the Engineer's written or oral notification.

Compensation for such Extra Work shall be determined by mutual agreement between the Engineer acting personally and the Vendor. However, should the parties fail to reach such an agreement, the Vendor's compensation shall be increased by the following amounts and such amounts only:

In the case of Extra Work performed by the Vendor itself, an amount equal to the actual net cost in money of (a) labor required for such Extra Work, plus ten percent (10%) of such net cost, (b) materials required for such Extra Work plus five percent (5%) of such net cost, and (c) such rental for equipment (other than small tools) required for such Extra Work as the Engineer deems reasonable.

In the case of Extra Work performed by a subcontractor, an amount equal to the sum of (a), (b) and (c) above, plus an additional five percent (5%) provided that any such Subcontract has been approved, in advance, by the Engineer.

As used in this numbered clause:

"Labor" means laborers and supervisors directly employed at the Site of the Work subject to the Engineer's authority to determine what employees of any category are required for "Extra Work" and as to the portion of their time allotted to Extra Work; and "cost of labor" means the wages actually paid to and received by such employees plus a proper proportion of (a) vacation allowances and union dues and assessments which the employer actually pays pursuant to contractual obligation upon the basis of such wages, and (b) taxes actually paid by the employer pursuant to law upon the basis of such wages. "Employees" as used above means only the employees of one employer.

"Materials" means temporary and consumable materials as well as permanent materials; and "cost of materials" means the price (including taxes actually paid by the Vendor pursuant to law upon the basis of such materials) for which such materials are sold for cash by the manufacturers or producers thereof, or by regular dealers therein, whether or not such materials are purchased directly from the manufacturer, producer or dealer (or if the Vendor is the manufacturer or producer thereof, the reasonable cost to the Vendor of the manufacture and production), plus the reasonable cost of delivering such materials to the Site of the

Work in the event that the price paid to the manufacturer, producer or dealer does not include delivery and in case of temporary materials, less their salvage value, if any. The cost of all Extra Work performed by the Vendor shall not exceed six percent (6%) of the Estimated Total Contract Price of this Contract unless otherwise expressly authorized in writing by the Engineer. These funds shall be used only when necessary and are not routinely spent as part of the Contract. The Vendor shall submit all reports, records and receipts as are requested by the Engineer so as to enable him to ascertain the time expended in the performance of Extra Work, the quantity of labor and materials used therein and the cost of said labor and materials to the Vendor. The provisions of this Contract relating generally to Work and its performance shall apply without exception to any Extra Work required and to the performance thereof. Moreover, the provisions of the Specifications relating generally to the Work and its performance shall also apply to any Extra Work required and to the performance thereof, except to the extent that a written order in connection with any particular item of Extra Work may expressly provide otherwise.

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.

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	On Line 2, LED Warning Light Package & Scene light. Please specify lights and quantity.
Answer # 1	Remove scene lights are removed from this bid. Standard Warning

	Light Flashers are to be LED
Question #2	On Line 5, Surface Mounted E-Track w/Pockets. Do you need one or two rows per side?
Answer #2	Two (2) rows per side on the e-track for each vehicle.
Question #3	On line 9, #ST235/80R16 LRW Radial Tire on Grey Mod Wheel. These are standard on the trailer, however you also specified an in-floor spare tire compartment. Do you also want a spare tire & wheel?
Answer #3	Yes, a spare tire and wheel to fit into the floor spare tire compartment.
Question #4	Line 11, you specified a Battery Guard System with a shut-off. What is/does the battery guard system do?
Answer #4	Battery Guard System is a 50 watt solar panel mounted on the roof, with a battery charge controller in line to keep it from overcharging.

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, MANAGER
 COMMODITIES AND SERVICES DIVISION
 PROCUREMENT DEPARTMENT

BIDDER'S FIRM NAME: _____

INITIALED: _____

DATE: _____

QUESTIONS CONCERNING THIS ADDENDUM MAY BE ADDRESSED TO SHANTA NELSON, WHO CAN BE REACHED AT (201) 395-3480 or at snelson@panynj.gov.