

THE PORT AUTHORITY OF NY & NJ

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

9/3/2015

ADDENDUM # 2

To prospective Bidders on Bid #43512 for Repair and Restoration of PATH's PA-5 Railcar 5784 – Due back on 9/14/2015 at 11:00AM:

I. CHANGES/MODIFICATIONS

The following change/modification is hereby made to the solicitation document:

1) Part III – Contract Specific Terms and Conditions

Section 2. Payment:

Delete the Milestone Payment Schedule in its entirety, and replace it with the following:

Milestone Payment Schedule

Percent Payment	Payment Milestones
10% of the Total Purchase Order Amount	Pick-up of Railcar from PATH Facility
30% of the Total Purchase Order Amount	Completion of initial inspection of the Railcar by the Contractor and verification of the scope of work is confirmed by PATH
30% of the Total Purchase Order Amount	Completion of repairs, and PATH inspection and acceptance of repairs
10% of the Total Purchase Order Amount	Return of repaired Railcar to PATH Facility
20% of the Total Purchase Order Amount	Successful Testing and Return of Railcar to Service

2) Part V – Specifications:

Section 3. Contractor's Obligations:

Add the following to the last sentence in this Section:

“plus any time caused by delays which are approved by PATH pursuant to paragraph b of this section.”

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	Will manuals or other information found to be needed during the repairs be made available to the successful Contractor?
Answer #1	Yes.
Question #2	What are the part numbers for those Items on the Pricing Sheets without this information?
Answer #2	PATH cannot ascertain those part numbers. It is the Contractor's responsibility to obtain them.
Question #3	Can PATH reassess the Milestone Payment Schedule, since the repairs of Items 1 and 2 on the Pricing Sheets represent a high percentage of the total labor and delivery of required parts have long lead times?
Answer #3	See above.
Question #4	Part V, Section 3, paragraph b) speaks to exceptions due to delays, but the final paragraph on meeting the estimated nine months does not. Please advise.
Answer #4	See above.
Question #5	Will PATH employees assist in the loading and unloading of the Railcar at PATH?
Answer #5	No.

Question #6	In reference to Part V, Section 8, can PATH provide the required test criteria, and can dynamic testing be eliminated since the systems can be successfully tested for function in a static state?
Answer #6	PATH will prescribe a test procedure based on Work accomplished as documented in Contractor updates. PATH may waive the dynamic testing requirement as deemed necessary during the testing procedure.
Question #7	Part V, Section 13 states that that Contractor shall inspect “all” components for damage. Do these include every component on the entire Railcar other than those Items listed in the Pricing Sheets?
Answer #7	No. If the Contractor identifies a component that affects safe operation of the vehicle as defective, PATH must be notified per the clause in “Extra Work” in Part III Section 5.

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 SOLICITATION MAY BE ADDRESSED TO JOHN SANTIAGO AT JOHN.SANTIAGO@PANYNJ.GOV OR (212) 435-4613.