

Request for Proposals Number: 23-14

Addendum 1

Date: November 23, 2022

Acknowledgment of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document:

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT
SENT TO RIPTA SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Name of Bidder

Street Address

City, State, Zip

Signature of Authorized Official

Date

Please be advised that the correct number for this RFP is 23-14, NOT 22-17

Attached please find the following:

Questions from various vendors and RIPTA responses.

Requests for Approved Equals and RIPTA Responses

From VHB:

- RFP page 88 states: “Consultant teams may submit up to five pages of documentation addressing their competency in each of the listed content areas.”
Please clarify whether this statement is intended to place a 5-page limit in total for the 1. Relevant Experience and Qualifications section, or if it instead allots 5 pages per each area. May we submit information ahead of this section as an introductory portion?
- Firms should provide a cover letter, table of contents, firm introductions, relevant projects, resumes (no more than 1 page in length per), organizational charts, and their approach to the scope of services as appendices to the technical proposal. The 5-page maximum narrative of the technical proposal should only be about the firm’s qualifications and experience and their availability to assist RIPTA.

From Nelson/Nygaard:

- Can you please clarify what content you’re looking for in the technical proposal? Section XXXVIII of the RFP (page 88) outlines two sections: 1) Relevant Experience and Qualifications and 2) Availability. Are we to include our entire technical response within the 5 pages of section 1? Or may we include a cover letter, table of contents, firm introductions, relevant projects, resumes, organizational chart, and an approach to the scope of services separate from this section?
- Firms should provide a cover letter, table of contents, firm introductions, relevant projects, resumes (no more than 1 page in length per), organizational charts, and their approach to the scope of services as appendices to the technical proposal. The 5-page maximum narrative of the technical proposal should only be about the firm’s qualifications and experience and their availability to assist RIPTA.
- Nelson\Nygaard is committed to sustainable business practices that reduce the environmental impacts of our operations. To encourage waste reduction, would RIPTA consider submittal of electronic copies instead of printed copies?
- The Hard Copies are need for the file.
- Please confirm that all forms listed in the checklist are required by the prime form only, with exception of the Required Company Information Form and the Certification of Subcontractor (Debarment).

- That is correct.

From HighbarPG:

- Can you provide any specific examples of services or the technical areas that RIPTA would require within the following content areas listed in the Proposal:
 - Facilities and Capital Planning
 - Planning Studies and General Planning Work
 - GIS services
 - Real estate and land acquisition support
- **Examples:**
 - **Facilities & Capital Planning**
 - This could involve analyses in connection to fleet electrification (i.e., vehicle requirements, facilities, and energy infrastructure) or assisting with the planning of agency capital projects either identified in the budget or to be further developed followed the acquisition of grant funding.
 - **Planning Studies and General Planning Work**
 - This could include assisting RIPTA in the development of FTA-mandated plans (i.e., State Management Plan, Human Services Coordination Plan, Transit Asset Management Plan) or studies for efforts associated with *Transit Forward RI 2040* as directed. Additionally, the on-call consultant may be asked to completed tasks that require a fast turnaround.
 - **GIS services**
 - RIPTA may require assistance in producing maps or performing GIS-based analyses in support of ongoing efforts either in-house or with external stakeholders.
 - **Real estate and land acquisition support**
 - RIPTA is currently developing an Action Plan for Electrification and Service Growth that will provide us with a roadmap on how to achieve both a full fleet transition away from fossil fuels and meet the recommendations outlined in *Transit Forward RI 2040*. We anticipate that we will need to construct additional operational and maintenance facilities to support the new and expanded statewide fleet.

From Creighton Manning:

- Will RIPTA be selecting more than one team for this RFP?
- No. RIPTA will be selecting one prime consultant/team. The respondent should identify all subcontractors that may be use for any of the services outlined in the scope of work and these should be noted in at the time of submission. Additional subcontractors who may required based on future task orders who are not on the submitted list should notify the Authority

Addendum 1

Date: November 23, 2022

upon submission of a task order proposal and follow the instructions provided by RIPTA Procurement.

- What is the term of the contract?
 - One year with up to four annual renewal options to be exercised at the sole discretion of the Authority.
- What types of training would be anticipated?
 - We are looking for a broad range of trainings that could range from skills development to leadership growth/potential and train the trainer opportunities.
- Would the travel training be conducted at multiple locations across the service area, such as at senior centers, houses of worship, etc.?
 - Respondent should be prepared to conduct such trainings in multiple locations. RIPTA personnel will provide specific direction as needed.
- Is there a specific traffic software modeling platform that RIPTA would want consultants to use?
 - The respondent and their team are free to utilize whatever traffic modeling software and platforms they see fit. Most consultants over the past five years have used Synchro.
- Are there specific software tools that RIPTA would prefer to use for public engagement?
 - We do not have any specific software tools that we prefer to use for public engagement. During the pandemic, we made use of Zoom and Teams for video conferencing like many other public agencies nationwide. We encourage respondents to offer suggestions of new approaches and platforms we could make use of.
- As regards grant writing, does RIPTA anticipate a New or Small Starts application during the term of the contract?
 - RIPTA anticipates submitting applications for an array of federal, state, and non-profit funded opportunities throughout the duration of this on-call service contract and the consultant should be prepared to have a diverse team on-hand.
- Is it necessary for a proposer to have a Rhode Island Business license when submitting the proposal, or is it only required prior to contract award if selected?
 - The Business license must be in place at the time of contract award.

VI. REQUEST FOR APPROVED EQUAL FORM

This form must be submitted electronically IN MICROSOFT WORD FORMAT TO RIPTA CONTRACTS MANAGER

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 18

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 18, Article J, Disputes

Request Description

Article J – Disputes contains the following language:

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

We request the following amended language:

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the

Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. **Prior to the initiation of any legal proceedings, the Parties to this Contract agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Contract to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the Parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Contract. This article shall survive completion or termination of this Contract, but under no circumstances shall either Party call for mediation of any claim or dispute arising out of this Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Rhode Island.** In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

We request this change because either party to this Contract should have the opportunity to mediate any dispute prior to legal action.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 43

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 43, Article UU, Indemnification

Request Description

Article UU – Indemnification contains the following language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

We request the following amended language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from ⁽¹⁾~~all~~ liability, **to the extent caused by any act of negligence or willful misconduct by the Proposers in connection with the performance of Services under this Contract**, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract. ⁽²⁾**In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.**

⁽³⁾**Proposer shall have an absolute overall limitation of liability of 10% of Proposer's fees up to a maximum of one million dollars (\$1,000,000).**

⁽⁴⁾**Notwithstanding any other term of this Contract, in no event will either party be liable to the other, whether in contract, tort or otherwise for any special, indirect, incidental or consequential damage of any kind, loss of use, data, profit, income, business, anticipated saving, reputation or more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly from the incident giving rise to them.**

We request these changes: ⁽¹⁾because the language as written could reasonably be interpreted to require a Proposer to indemnify the State of

Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority in situations where there was no negligence on the Proposer's part. An indemnification of this kind is not insurable for a Proposer – we do not have and cannot obtain coverage for the negligence of a third party. In all instances, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority should be responsible for their own negligence, just as the Proposer is expected to be; ⁽²⁾in order to clarify the duration of the Proposer's indemnification obligation; ⁽³⁾to clarify a limitation of liability that is commensurate with industry norms; and ⁽⁴⁾because a mutual waiver of consequential damages is beneficial to both parties.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected:

See Addendum #

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 17

Ref: RFP NO. 23-14

Project No. 23-14

To: **Rhode Island Public Transit Authority**

From: **VHB**

Page & Reference: **Page 17, Article D, Inspection**

Request Description

Article D – Inspection contains the following language:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties. All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of

this Contract and for such longer period as may be specified elsewhere in this Contract.

We request that this language be deleted because it only applies to contracts for the supply of material. We will be providing professional services.

Use Additional Sheet If More Space Is Required

Accepted: SAC Rejected: See Addendum #

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 24

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 24, Article X, New Material

Request Description

Article X – New Material contains the following language:

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

We request that this language be deleted because the Contractor will not be providing supplies and components.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected:

See Addendum #

VI. REQUEST FOR APPROVED EQUAL FORM

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Page: 21

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 21, Article R, Patent Indemnity

Request Description

Article R – Patent Indemnity contains the following language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.

We request the following amended language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent ~~arising out of the manufacture or delivery of supplies to the extent caused by the Contractor's performance of its Services under this~~

Contract.

We request this change because the Contractor will be providing services, not supplies.

Use Additional Sheet If More Space Is Required

Accepted: SAC Rejected: _____ See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 73

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 73, Article XXII, Required Insurance

Request Description

Article XXII – Required Insurance contains the following language:

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum Limits:

2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.

We request the following amended language:

The Bidder will be required to secure and maintain the following insurance coverages:

A. Minimum Limits:

2. The Rhode Island Public Transit Authority shall be named as additional insured under **the Comprehensive General Liability and Automotive Liability** ~~said~~ policies.

We request this change because additional insured cannot be added to Workers' Compensation Coverage.

Use Additional Sheet If More Space Is Required

Accepted: SAC Rejected: _____ See Addendum # _____

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Page: 17

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: VHB

Page & Reference: Page 17, Article E. Responsible

Request Description

Article E – Responsible contains the following language:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

We request the following amended language:

~~(1)Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.~~

(2)Contractor's Services are to be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar Services in the same locality, at the same site and under the same or similar circumstances and conditions. The Services will be provided in accordance with the requirements of this Contract, and pursuant to the direction and to the satisfaction of the Authority.

We request these changes: because it only applies to contracts for the supply of material. We will be providing professional services; and ⁽²⁾in order to clarify that the Contractor will be held to the Standard of Care in the performance of its Services under this Contract.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected:

See Addendum #

VI. REQUEST FOR APPROVED EQUAL FORM

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Page: 18

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 18, Article J, Disputes

Request Description

Article J – Disputes contains the following language:

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

We request the following amended language:

2. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of

receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the General Manager. The decision of the General Manager or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. **Prior to the initiation of any legal proceedings, the Parties to this Contract agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Contract to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the Parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Contract. This article shall survive completion or termination of this Contract, but under no circumstances shall either Party call for mediation of any claim or dispute arising out of this Contract after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Rhode Island.** In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

We request this change because either party to this Contract should have the opportunity to mediate any dispute prior to legal action.

Use Additional Sheet If More Space Is Required

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Rejected: _____

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REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: 43

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 43, Article UU, Indemnification

Request Description

Article UU – Indemnification contains the following language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

We request the following amended language:

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from ⁽¹⁾all-liability, **to the extent caused by any act of negligence or willful misconduct by the Proposers in connection with the performance of Services under this Contract**, and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract. ⁽²⁾**In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.**

⁽³⁾**Proposer shall have an absolute overall limitation of liability of 10% of Proposer's fees up to a maximum of one million dollars (\$1,000,000).**

⁽⁴⁾**Notwithstanding any other term of this Contract, in no event will either party be liable to the other, whether in contract, tort or otherwise for any special, indirect, incidental or consequential damage of any kind, loss of use, data, profit, income, business, anticipated saving, reputation or more generally, any losses of an economic or financial nature, whether these may be deemed as consequential or arising directly from the incident giving rise to them.**

We request these changes: ⁽¹⁾because the language as written could reasonably be interpreted to require a Proposer to indemnify the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority in situations where there was no negligence on the Proposer's part. An indemnification of this kind is not insurable for a

Proposer – we do not have and cannot obtain coverage for the negligence of a third party. In all instances, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority should be responsible for their own negligence, just as the Proposer is expected to be; ⁽²⁾in order to clarify the duration of the Proposer's indemnification obligation; ⁽³⁾to clarify a limitation of liability that is commensurate with industry norms; and ⁽⁴⁾because a mutual waiver of consequential damages is beneficial to both parties.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

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Page: 17

Ref: RFP NO. 23-14

Project No. 23-14

To: **Rhode Island Public Transit Authority**

From: **Hatch Associates Consultants, Inc.**

Page & Reference: **Page 17, Article D, Inspection**

Request Description

Article D – Inspection contains the following language:

All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties. All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of

this Contract and for such longer period as may be specified elsewhere in this Contract.

We request that this language be deleted because it only applies to contracts for the supply of material. We will be providing professional services.

Use Additional Sheet If More Space Is Required

Accepted: **SAC** _____

Rejected: _____

See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

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Page: 24

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 24, Article X, New Material

Request Description

Article X – New Material contains the following language:

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

We request that this language be deleted because the Contractor will not be providing supplies and components.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

**This form must be submitted electronically IN MICROSOFT
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Page: 21

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 21, Article R, Patent Indemnity

Request Description

Article R – Patent Indemnity contains the following language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.

We request the following amended language:

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent ~~arising out of the manufacture or delivery of supplies~~ to the extent caused by the Contractor's performance of its Services under this Contract.

We request this change because the Contractor will be providing services, not supplies.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

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Page: 73

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 73, Article XXII, Required Insurance

Request Description

Article XXII – Required Insurance contains the following language:

The Bidder will be required to secure and maintain the following insurance coverages:

B. Minimum Limits:

3. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.

We request the following amended language:

The Bidder will be required to secure and maintain the following insurance coverages:

B. Minimum Limits:

3. The Rhode Island Public Transit Authority shall be named as additional insured under **the Comprehensive General Liability and Automotive Liability** ~~said~~ policies.

We request this change because additional insured cannot be added to Workers' Compensation Coverage.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

See Addendum # _____

VI. REQUEST FOR APPROVED EQUAL FORM

This form must be submitted electronically IN MICROSOFT WORD FORMAT TO RIPTA CONTRACTS MANAGER

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Page: 17

Ref: RFP NO. 23-14

Project No. 23-14

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: Page 17, Article E, Responsible

Request Description

Article E – Responsible contains the following language:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

We request the following amended language:

~~(1)Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.~~

(2)Contractor's Services are to be performed in a manner consistent with that degree of skill and care exercised by practicing design professionals performing similar Services in the same locality, at the same site and under the same or similar circumstances and conditions. The Services will be provided in accordance with the requirements of this Contract, and pursuant to the direction and to the satisfaction of the Authority.

We request these changes: because it only applies to contracts for the supply of material. We will be providing professional services; and ⁽²⁾in order to clarify that the Contractor will be held to the Standard of Care in the performance of its Services under this Contract.

Use Additional Sheet If More Space Is Required

Accepted: SAC

Rejected: _____

See Addendum # _____