

Invitation for Bids Number: 24-27

Addendum 1

Date: March 13, 2023

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### **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.

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Name of Bidder

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Street Address

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City, State, Zip

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Signature of Authorized Official

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Date

24-27: Comprehensive Operational Analysis  
*Questions and Term Adjustments*

AECOM submitted the following questions. RIPTA's responses are in **red**.

**1. Price & Contract**

- a. Can you provide an anticipated level of effort in terms of hours or a budget cap?
  - i. **RIPTA anticipates 2500-3000 hours based on the presented scope of work.**
- b. How do you anticipate setting up the contract (e.g., lump sum, time and materials, etc.)?
  - i. **RIPTA will be utilizing FIXED PRICE contract.**

**2. Proposal Timeline**

- a. Considering the relatively short response time for questions, would you consider an extension for submitting the final proposals?
  - i. **No. RIPTA must maintain its internal procurement schedule in order to begin this project on or around the date written in the scope of work and fulfill it by the specified deadline.**
- b. Will questions and responses be distributed to all potential proposers?
  - i. **Yes.**

**3. Page count**

- a. Is the cost proposal included in the 15 page narrative response limit?
  - i. **The 15-page limit is only for the technical proposal. Respondents may use as many pages as deemed prudent to convey their cost proposal.**

Kimley-Horn submitted the following request for additions and deletions to the terms. **Red** text is suggested additions; ~~red-strikethrough-text~~ is requested deletions.

- Item K. 3. ~~If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the~~

~~Authority as fixed, agreed, and liquidated damages for each calendar day of delay; the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.~~

**K-H's Rationale:** Liquidated damages are uninsurable, immediate daily payments in addition to other remedies available at law and in this agreement; additionally, they are not appropriate or standard for professional design services.

**8. Failure to correct:**

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action.
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- ~~e. Impose Liquidated Damages in accordance the terms of this document.~~
- f. Terminate the contract. ~~Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.~~

**UU. Indemnification**

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 ~~to the extent caused by the Contractor's negligence~~ and said indemnification shall cover and include any and all aspects of liability ~~to the extent caused by the Contractor's negligence~~ arising from any lawsuit pertaining to the execution of this contract.

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**Rationale:** Broad form indemnification is an extra liability not covered by professional liability insurance. These proposed changes are intended to protect RIPTA, as well as Kimley-Horn, by making sure that the insurance required can actually be provided.

To all potential respondents, RIPTA **approves** all the above modifications to the terms.