May 14, 2020

Dear Bidders:

Attached is Addendum No. 3 to SEPTA’s RFP No. 20-00044-ADIM, Communications and Signals Engineering Consulting Services Contract – for a 3 yr. period.

The proposal due date and time scheduled for Monday, May 18, 2020 at 4:30 pm has changed. The new proposal due date and time is Thursday, May 21, 2020 at 4:30 pm. All proposals must be delivered to my attention by the closing date and time to be considered for the award. The proposals must be sent to SEPTA’s General Offices, 1234 Market Street, 11th Floor, Philadelphia, PA 19107.

Any inquiries regarding this proposal must be directed to Diane McCarthy of the Procurement and Supply Chain Management Department at (215) 580-7707 or dmccarthy@septa.org.

Thank you for your interest in the Authority.

Sincerely,

Diane McCarthy
Contract Administrator
Procurement & Supply Chain Management Dept.

DMc
Enclosures

cc: T. Shirk
    J. Frisoli
RFP No. 20-00044-ADIM, Communications and Signals Engineering Consulting Services
Contract – for a 3 yr. period – Addendum No. 3

To All Bidders:

The following constitutes Addendum No. 3 to SEPTA's RFP No. 20-00044-ADIM, Communications and Signals Engineering Consulting Services Contract – for a 3 yr. period. Addendum No. 3 must be acknowledged by inserting the date of the Addendum on the Addenda Response Form. Failure to do so may render a bid as non-responsive.

General

The proposal due date and time scheduled for Monday, May 18, 2020 at 4:30 pm has changed. The new proposal due date and time is Thursday, May 21, 2020 at 4:30 pm

Attached is a list of questions and answers.

RFP Revision 2 attached separately.

Thank you.
**20-00044-ADIM RFP CSEC A&E Questions**

1. (number 15. from Addendum 2) Art. 23 The Indemnification section of the Consultant Agreement [Art. 23] requires that the Consultant defend, indemnify and save harmless SEPTA “from and against all loss, cost, damage, liability and expense, including consequential damages…” The unexpected, unknown, and unquantifiable losses associated with liability for consequential damages may substantially increase the contingency included in the contract price. In order to provide the most beneficial price to SEPTA, is SEPTA willing to strike the language obligating Consultant to indemnify for consequential damages? Under the same rationale, is SEPTA willing to include a mutual waiver of consequential damages, a limitation on the Consultant’s contractual liability, and/or a monetary limitation on the Consultant’s indemnity obligations in the Consultant Agreement?

1. **Answer** Please see updated Article 23.

2. (number 17. from Addendum 2) The Consultant Agreement does not include a Force Majeure clause. Considering the uncertainties surrounding the COVID-19 pandemic, for the mutual benefit of SEPTA and the Consultant, is SEPTA willing to include language in the Consultant Agreement where under Consultant shall be liable to the other for force majeure events including pandemic, epidemic, restrictive quarantine, and government actions, subject to? If so, is SEPTA willing to provide for an equitable adjustment?

2. **Answer** Please see added Article 44.

3. (number 19. from Addendum 2) Article 13 of the Consultant Agreements reads that SEPTA takes ownership of all materials and data developed by the Consultant in the performance of the Agreement. It is possible that a Consultant may use, or integrate into, its Services or deliverables pre-existing proprietary materials, processes or data. For the avoidance of doubt, Is SEPTA willing to add contractual language by which the Consultant will maintain rights, ownership and interest in all of its materials and data which pre-exist the effective date of the Agreement which are used on or integrated into the Project, but shall provide to SEPTA a limited, worldwide, irrevocable, fully paid up, royalty free license to use such materials and data for the purposes of the Project, including derivative works and improvements thereto created during the course of the Project?

3. **Answer** Please see updated Article 13.

4. (number 25. from Addendum 2) RFP states that proposer shall provide a detailed breakdown for all projected travel expenses, materials and other direct costs. Cannot do this until projects are assigned to proposer. Recommend using a cost-plus approach to travel and direct costs expenses.

4. **Answer** Travel and other related expenses shall be per federal per diem rates. All other items (materials and other direct costs) known at this time shall be listed also.
5. (number 26. from Addendum 2) There is no limitation of liability within the Consultant Agreement. We request Consultant’s cumulative liability to SEPTA under this agreement be limited to 100% of the Contract amount, excluding any proceeds from insurance or damages resulting from Consultant’s gross negligence or willful misconduct.

5. **Answer** Please see added Article 44.

6. (number 27. from Addendum 2) There is no disclaimer of damages provision within the Consultant Agreement. We request the following disclaimer: In no event shall either party be liable to any other party for any indirect, special, punitive or consequential damages, including liability for loss of investment, profit, revenue, return, use, operating income, business interruption or otherwise resulting from or arising out of performance of the work or breach of the Agreement.

6. **Answer** Please see added Article 44.

7. (number 39. From Addendum 2) Will a manufacturer be allowed to hold a CSEC contract either as a prime contractor or as a sub-contractor and make use of their equipment for contract tasks?

7. **Answer** A Consultant/subconsultant will not be allowed to spec their own manufactured equipment without offering an “or equal” component to the language.

8. (number 42. From Addendum 2) Since this is a task order type contract, could SEPTA please explain what format they would like to see the proposed project pricing displayed in?

8. **Answer** Please send in a spreadsheet or similar format that includes Job Classification with correlating stated yearly direct labor information and any other costs or fees that are required by the RFP.

9. Can you please confirm the name(s) of the incumbent firms from the existing contract?

9. **Answer** The incumbent firms are Gannett Fleming Transit and Rail Systems and MACRO/Ross & Baruzzini

10. Currently the DBE “resource list” is specifically limited to NAIC 541330 Engineering services which is a very broad category, where NAIC 541512 “Computer Systems Design Service” is also directly applicable to the scope of work of this RFP among others. Please confirm a certification in 541512 is acceptable to count towards the DBE goals on this project.

10. **Answer** A certification in NAICS Code 541512 and any other NAICS Code related to work performed on the project can be counted towards the DBE Goal.
11. How should the Consultant and the subconsultants fill out the “SEPTA Release for Access Form”?  
11. Answer Please state your intentions to comply with all terms of this form as it will be utilized throughout the duration of the contract.

12. The Addendum 2 Responses to Questions document indicates that the due date for the proposal remains unchanged – it is still May 18, 2020 at 4:30 pm. However, the responses for 9 of the 50 questions (nos. 15, 17, 19, 25, 26, 27, 39, 42 and 48) indicate, “Question to be answered in a subsequent addendum.” Presumably this will be via Addendum 3. This is concerning, as the responses to a number of these questions have the potential to affect the cost proposal – which we also found out via Addendum 2 will be required as part of the May 18, 2020 submission, and not within 14 days’ notice for pre-qualified firms only, as is described in Section II.B of the RFP. This, combined with the fact that SEPTA is still requiring eight (8) sets of full hard copy proposals to be submitted, means that firms will likely have to have their printed Technical and Cost proposals in hand by the end of this week to allow for assembly and delivery by the submission deadline next Monday. Given a) the volume of unanswered questions and the uncertainty as to when Addendum 3 may be issued, and what impacts the responses to those remaining 9 questions may have; b) the fact that with the aforementioned tight timeframe remaining to get proposals printed occurs during a time period when we’re still facing significant productivity and logistical challenges due to COVID-19 restrictions; and c) the fact that we also have to revisit the proposal work prepared to date in consideration of the 41 responses that were issued with Addendum 2 – and make revisions accordingly – we would respectfully and quite urgently request that SEPTA seriously consider extending the current due date beyond May 18, 2020.

12. Answer The RFP submittal deadline has been changed to Thursday, May 21, 2020 at 4:30 pm.

13. As mentioned above, the responses to questions 3, 24, and 45 indicate that the Cost Proposal must be submitted with the Technical Proposal on May 18, 2020, and not within 14 days’ notice from SEPTA for pre-qualified firms only, as was described in Section II.B of the original RFP. However, we noted that the Revision 1 version of the RFP, which was also issued under Addendum 2, still contains the exact same language in Section II.B, indicating, “The Cost Proposal shall be submitted after SEPTA has completed the technical evaluation of the Proposers and has determined the top ranked Proposer and/or short listed the top ranked Proposers. The Cost Proposals shall be submitted within fourteen (14) calendar days of SEPTA’s request.” Given that we have two documents – both issued as part of Addendum 2 – which provide conflicting instructions as regards submission of the Cost Proposal, we would respectfully request that Addendum 3 include further a clarification indicating that the responses to questions 3, 24 and 45 issued under Addendum 2 supersede the language in Revision 1 of the RFP, also issued under Addendum 2.

13. Answer SEPTA respectfully requests that the Cost Proposal be submitted at the same time as the Technical Proposal.
14. During the pre-proposal conference, we asked the question as to whether SEPTA contemplated the need for embedded staff or extension-of-staff assignments as part of this contract. The verbal answer provided was a clear and unambiguous “No.” Question 40 in the Responses to Questions issued under Addendum 2 seems to ask the same question in slightly different form, and the response given is, “Please refer to Appendix A.” We could not find an “Appendix A” in the original RFP document, or in Revision 1 of the RFP document. The Table of Contents in both lists Appendices 1 through 9, but no “Appendix A.” Can you tell us a) if the answer regarding embedded staff or extension-of-staff assignments has changed; and b) what RFP document is the reference to “Appendix A” in the response to question 40 supposed to pertain to?