



July 02, 2021

Dear Sir/Madam:

Enclosed please find Addendum No. 1 to SEPTA's RFP No. 21-00123-AHAC Federal Legislative Consultant Services. Addendum No.1 must be acknowledged by signing the attached Acknowledgement sheet and including that sheet as part of your technical proposal.

The due date for submission of proposals is Friday July 9, 2021, by 3:00 PM (EST) and remains unchanged.

All inquiries pertaining to this request for proposal must be sent to Heather Casullo at hcasullo@septa.org or 215-580-7421.

Sincerely,

Heather Casullo
Sr. Contract Administrator
Procurement, Supply Chain & DBE

ADDENDUM NO. 1

ADDENDUM ACKNOWLEDGEMENT SHEET

RFP No. 20-00123-AHAC – Federal Legislative Consulting Services

The attached addendum to the Contract Documents is hereby part of the same and is incorporated in full as part of the Project. Proposer shall acknowledge Addendum No. 1 by signing and returning this Acknowledgement Sheet with the Technical Proposal.

FIRM NAME (typed or printed) _____

AUTHORIZED SIGNATURE _____

TITLE _____

NAME (typed or printed) _____

DATE _____

ADDENDUM NO. 1 INCLUDES THE FOLLOWING:

The Proposal due date is Friday July 9, 2021, at 3:00 PM (est.) and remains unchanged.

Contract modifications:

1. Delete: Contract originally sent out
Replace with: Contract dated 070121 (Attached)
2. Questions and answers (Attached)

Questions and Answers

July 1, 2021

Addendum 1

21-00123-AHAC Federal Legislative Consultants

Q1. The RFP says: One (1) original and 4 copies of the Technical Proposal, plus 1 CD/DVD in “PDF” format and One (1) original and 4 copies of the Price Proposal, in separate envelopes (clearly marked) shall be submitted to SEPTA’s Contract Administrator:

The Letter of Invitation says: One (1) original (clearly marked) copy of the Technical Proposal, plus one thumb drive in searchable “PDF” format and one (1) original (clearly marked) copy of the Price Proposal are to be submitted to SEPTA. Can you please clarify the submittal requirements?

A1. One (1) original (clearly marked) copy of the Technical Proposal, plus one thumb drive in searchable “PDF” format and one (1) original (clearly marked) copy of the Price Proposal are to be submitted to SEPTA.

Q2. The invitation to propose states on page 2 that “One (1) original (clearly marked) copy of the Technical Proposal, plus one thumb drive in searchable “PDF” format and one (1) original (clearly marked) copy of the Price Proposal are to be submitted to SEPTA, in writing by Friday, July 9, 2021 3:00 P.M. (Prevailing Eastern Time).” While the Request for Proposals Part I – Instructions and Information states on page 4 that “One (1) original and 4 copies of the Technical Proposal, plus 1 CD/DVD in PDF format and One (1) original and 4 copies of the Price Proposal, in separate envelopes (clearly marked) shall be submitted to SEPTA’s Contract Administrator:...” **Can you please clarify this discrepancy and advise as to the number of copies of both the Technical Proposal and Price Proposal that should be submitted and whether the pdf version of the Technical Proposal should be provided on a thumb drive or a CD/DVD?**

A2. One (1) original (clearly marked) copy of the Technical Proposal, plus one thumb drive in searchable “PDF” format and one (1) original (clearly marked) copy of the Price Proposal are to be submitted to SEPTA.

Q3. The invitation to propose states the following on page 2, “Please also submit the technical proposal via email to hcasullo@septa.org by the due date and time indicated.” However the Request for Proposals Part I – Instructions and Information - IV. General Requirements/A. Submission of Proposals (page 4) does not instruct proposers to also submit the Technical Proposal via email. **Can you please clarify this discrepancy and advise if the Technical Proposal should also be submitted via email to hcasullo@septa.org by the due date and time indicated?**

A3. See Answer A1.

Q4. PART II | CONTRACT FOR FEDERAL LEGISLATIVE CONSULTING SERVICES

Pg. 8 of Contract (Pg. 26/102 of pdf); Paragraph 19 – Infringement of Patents

At the end of the paragraph we would request the following be added: “Contractor/Consultant shall not be obligated to indemnify SEPTA or any of its aforementioned affiliates for any infringement or violation or alleged violation of any patent, trademark and/or copyright resulting from any negligence on the part of SEPTA or its affiliates.”

A4. See revisions to proposed language.

Q5. Pg. 8 of Contract (Pg. 26/102 of pdf); Paragraph 21 – Termination for Convenience

Request that heading be changed to: “Termination for Convenience ~~of SEPTA~~”

Change the first sentence to the following: “SEPTA Either party shall have the right to terminate the Contract in whole or in part at any time by written notice to the other party Contractor/Consultant...”

A5. Language to remain as is.

Q6. Pg. 9 of Contract (Pg. 27/102 of pdf); Paragraph 23 – Indemnification

We would request that the entirety of Paragraph 23 be stricken/omitted

A6. Indemnification language to remain as is.

Q7. Pg. 12 of Contract (Pg. 30/102 of pdf); Paragraph 24(E) – Contractual Liability (Hold Harmless) Coverage

“Policy shall be written or endorsed to include coverage for the liability assumed by the terms of the Contract ~~and the Indemnification Agreement.~~”

A7. Language to remain as is.

Q8. Pg. 13 of Contract (Pg. 31/102 of pdf); Paragraph 24(G)(1)(d) – Coverage

“Coverage: Premises operation; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability and broad form property damage (including completed operations); ~~explosion, collapse and underground damage (XCU).~~”

A8. Accepted.

Q9. Pg. 13 of Contract (Pg. 31/102 of pdf); Paragraph 24(G)(1)(e)

Request to strike/omit Parag 24(g)(1)(e) regarding insurance for “all railroads” – not applicable to services provided.

A9. Accepted.

Q10. Pg. 18 of Contract (Pg. 36/102 of pdf); Paragraph 38(d) – Material and Workmanship

“In addition to all warranties implied by law, Contactor/Consultant expressly warrants all Material and/or Equipment against any defect in design, material or workmanship which may be discovered during the ~~three year five-year~~ term of the contract, ~~plus at any time during the thirty-six (36) month run-out phase, after the completion of the five-year term.~~”

A10. Accepted.

Q11. 6c. Only Professionally Qualified Employees to Perform Services: We request modification of the requirement that all personnel be licensed in Pennsylvania, as, due to the nature of the work being performed, our team may be comprised of attorneys that are not licensed in Pennsylvania, as well as lobbyists that are not licensed attorneys. We request the following language replace the Pennsylvania license requirement: "Due to the nature of the work being performed in the Federal arena, the Firm may use attorneys licensed in other jurisdictions or registered lobbyists as necessary to complete the assignment."

A11. Acceptable

Q12. Section 17. Interpretation of Scope: We request the addition of the following language: "subject to the firm's agreement and ability to perform."

A12. Not acceptable

Q13. Section 23. Indemnification: We request deletion of this section, as it does not apply to a professional services contract as written.

A13. See answer A6.

Q14. There is discrepancy on the proposal submission requirement between the Invitation to Propose and the RFP. The Invitation indicates that "One (1) original (clearly marked) copy of the Technical Proposal, plus one thumb drive in searchable 'PDF' format and one (1) original (clearly marked) copy of the Price Proposal are to be submitted to SEPTA," but the RFP states, "One (1) original and 4 copies of the Technical Proposal, plus 1 CD/DVD in 'PDF' format and One (1) original and 4 copies of the Price Proposal" are required. Please clarify which requirement we should follow.

A14. See answer A1.

Q15. Does SEPTA have a pre-determined annual budget for federal legislative consulting service?

A15. Question has no relevance to this RFP.

Q16. SEPTA Contract Section 24, Insurance

Part B, 1. Certificates of Insurance: We take exception to the requirement to furnish SEPTA with our certificates of insurance and any other related documents at the time of contract execution, as that is not our standard practice. As an alternative, we could provide the contact information to the appropriate person handling insurance matters to SEPTA for further information.

Part F, Self-Insurance Retention Language: We claim exception to this requirement as contractor does not carry a deductible for General Liability, Workers Compensation or Automobile Liability.

A16. Language to remain as is.

Q17. Part G, 1. General Liability Insurance: We take exception to the requirement to include Endorsement CG 2417 (Contractual Liability Railroads) as this is not applicable to the scope of work relevant to federal legislative consulting.

A17. Accepted.

Q18. Part G, 3. Professional Liability/Errors and Omissions:

We take exception to the requirement to secure extended reporting coverage for a minimum of five (5) years following the completion of contract. Instead, our primary insurer offers one (1) year extended reporting if they choose not to renew our policy.

We take this opportunity to clarify that our existing professional liability coverage does not cover extortion claims. However, we have a separate cyber policy that does cover extortion, among other things. Our cyber policy allows us to purchase an extended reporting period for up to three (3) years, and therefore, in this respect, we again take exception to the requirement to have extended reporting coverage for up to five (5) years following the completion of contract.

A18. Language to remain as is.

Q19. SEPTA Contract Attachment 4, Federal Transit Administration (FTA) Provisions for Contracts

Based on our understanding of the scope of work, we do not believe FTA funding is applicable toward the funding of this contract. Therefore, unless otherwise explained by SEPTA, we take exception to all FTA contract provisions contained in the SEPTA Contract and request that those be removed in the final form of the agreement.

A19. Accepted.

Q20. We request that Contractor Standard Terms and Conditions of Engagement Applicable Worldwide (copy attached) be appended to the final form of the SEPTA Contract and have it made applicable except to the extent they are inconsistent with any other terms of the SEPTA Contract, in which the SEPTA Contract shall supersede our terms.

A20. Consultant terms and conditions will be negotiated with the awarded consultants.