March 13, 2020

Dear Sir/Madam:

Enclosed please find Addendum No. 2 for SEPTA’s RFP No. 19-00178-ARLW for the Leadership and Technical Training Services.

Addendum No. 2 must be acknowledged by completing the Addendum Acknowledgement Form and submitting the form with your Technical Proposal.

The due date for the submission of proposals of Tuesday, March 24, 2020 by 10:30 A.M. (Prevailing Eastern Time) has been changed to Tuesday, March 31, 2020 by 10:30 A.M. (Prevailing Eastern Time).

Addendum No. 2 changes the due date for the submission of proposals and addresses the clarification questions and contract modifications.

Any inquiries regarding this Addendum must be directed to Rebecca L. Ware of the Procurement, Supply Chain, & DBE Department at (215) 580-8325.

Thank you for your interest in the Authority.

Sincerely

Rebecca L. Ware

Rebecca L. Ware
Sr. Contract Administrator
Procurement, Supply Chain, & DBE
ADDENDUM NO. 2

ADDENDUM ACKNOWLEDGEMENT SHEET

SEPTA’s RFP No. 19-00178-ARLW for the Leadership and Technical Training 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. 2 by completing and returning the Addendum Acknowledgement Sheet with the Technical Proposal.

FIRM NAME (typed or printed) ______________________________

AUTHORIZED SIGNATURE ________________________________

TITLE ________________________________

NAME (typed or printed) ___________________________________

DATE_____________________

Addendum No. 2 includes:

1. The due date for the submission of proposals of Tuesday, March 24, 2020 by 10:30 A.M. (Prevailing Eastern Time) has been changed to Tuesday, March 31, 2020 by 10:30 A.M. (Prevailing Eastern Time).

2. Clarification Questions and Answers

3. Contract Modifications
CLARIFICATION QUESTIONS AND ANSWERS

1. Will you look at alternative proposals to the original RFP?

   a. Yes, SEPTA will look at alternatives to the scope of services. However, the proposing firm must address the scope of services as written in the RFP, in addition, to the proposed alternatives.

2. Do the topics specified [below] align with SEPTA’s training needs?

   **Leadership**
   - LDS 0300: Foundations of Leadership
   - LDS 0320: Leadership in Organizations and Society
   - LDS 0340: Multi-Cultural Issues in Leadership
   - LDS 0360: Leadership Decision Process
   - LDS 0380: Leadership Systems - Strategy and Process

   **Business Information Technology**
   - BIT 0300: Systems Analysis and Design
   - BIT 0320: Database Management Systems
   - BIT 0340: Information Security and Risk Management
   - BIT 0360: Global Operations and Information Technology
   - BIT 0380 Information Systems Project Management

   a. SEPTA would need to see the course objectives to determine which classes align with SEPTA’s training needs.

3. Would we be able to teach these topics online and/or at your Center City location in the evenings?

   a. No. Our Supervisory, Administrative, Management (SAM) employees courses are offered during normal business hours between 8 a.m. and 4 p.m. Eastern Standard Time.

4. Would we be able to come to SEPTA and speak with you regarding these training offerings and other degree options?

   a. No, this RFP is not part of SEPTA’s Tuition Assistance Program where colleges and universities come on site and present their degree offerings to employees. This RFP is to train SAM employees in specialty areas.
5. On page 31 (part F), additional parties to be insured besides SEPTA, how would [Contractor] be notified of these parties to add them to the insurance?

   a. Contractor would be notified by the Contract Administrator if anyone besides SEPTA needs to be an Additional Insured.

6. On page 31 (part F), [Contractor] is happy to provide copies of the declaration pages or certificates of insurance but does not issue copies of the entire insurance policy. Will this be an issue?

   a. No.
REQUESTED MODIFICATIONS

1. [Counsel] has the proposed language change for intellectual property/materials ownership:

13. Data to Become Property of SEPTA to be Licensed to SEPTA

All data, notes and other works developed in the performance of the Contract shall become the sole property of SEPTA and may be used on any other Project without additional compensation to Contractor/Consultant. Contractor/Consultant agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. Contractor/Consultant, for a period of three years after completion of the Project, agrees to furnish all retained works on the request of SEPTA’s Project Representative. Unless otherwise provided in the Contract, Contractor/Consultant shall have the right to retain copies of all works beyond such period.

Except to the extent it contains SEPTA intellectual property, Contractor/Consultant is the owner of the all work, data, and materials relating to the Project (“the Work”) and wishes to grant to SEPTA a license under those rights subject to the following:

13.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Contractor/Consultant hereby grants to SEPTA during the Term (as defined herein) a non-exclusive, non-transferable, non-sublicensable license, solely to reproduce, display, distribute, and create derivative works based on the Work through all media now known or hereinafter developed for purposes of supporting the Project. The Work shall include all course related materials, materials in existence prior to the execution of this Agreement, and all notes, data, and materials developed by Contractor/Consultant for the Project.

13.2 Reservation of Rights. Contractor/Consultant reserves all rights not expressly granted to SEPTA under this Agreement.

a. Denied.
2. On pages 27 – 28, Indemnification language: Counsel has requested modifications to the indemnification language [in the agreement].

23. Indemnification

In addition to all other obligations of Indemnification specified herein, except to the extent caused by Septa’s negligence or willful misconduct, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subcontractors, materialmen and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever regarding subconsultants/subcontractors and materialmen and agrees to assume the defense of SEPTA to any such suit at its cost and expense. The Contractor/Consultant further assumes the risk of loss and damage to materials, machinery and equipment to be incorporated in the Work at all times prior to delivery to the Project site or while in the possession or under the control of the Contractor/Consultant.

Contractor/Consultant, for itself and its employees, Board members, officers, agents, servants, workers, contractors/consultants, subconsultants/subcontractors, licensees and invitees, or any other person working on Contractor/Consultant’s behalf, hereby releases and agrees to be liable for and to defend, indemnify and save harmless SEPTA, even except to the extent caused by if SEPTA is negligence in whole or in part, for any claims made by an employee, Board member, officer, agent, workman or servant of the Contractor/Consultant’s or any other person working on Contractor/Consultant’s behalf, including claims for compensation or benefits payable to any extent by or for Contractor/Consultant under any workers’ or similar compensation acts or other employee benefit acts, and Contractor/Consultant expressly waives its statutory protection under §303, as amended, of The Pennsylvania Workers’ Compensation Act, 77 P.S. §481 (b).

In addition, Contractor/Consultant shall indemnify SEPTA for any fines and legal fees incurred because employees, agents, or workers supplied by Contractor/Consultant are not authorized to work in the United States.

a. Denied.