



June 25, 2026

Hello:

Enclosed please find attached Addendum No. Three (3) for SEPTA RFP No. 26-00036-ACAC, Actuarial Services.

Addendum No. 3 must be acknowledged by signing the Addendum Acknowledgement Form and submitting it with your Technical Proposal.

The due date for the submission of Proposals has been extended from **Wednesday, July 1, 2026 at 3:00PM to Wednesday, July 8, 2026 at 3:00PM.**

This Addendum provides answers to the remaining questions received.

Any inquiries regarding this Addendum must be directed to Carolyn Cotton of the Procurement and Supply Chain Management Department at (215) 580-7599 or cCotton@SEPTA.org.

Thank you for your interest in SEPTA.

Sincerely,

Carolyn Cotton

Carolyn Cotton
Senior Contract Administrator
Procurement & Supply Chain Management

SEPTA’s RFP No. 26-00036-ACAC Actuarial Services

This 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. 3 by completing the lines below, and returning this Addendum Acknowledgement Form with your Technical Proposal.

FIRM NAME (typed or printed) _____

AUTHORIZED SIGNATURE _____

TITLE _____

NAME (typed or printed) _____

DATE _____

This Addendum includes:

A. General

The due date for the submission of Proposals has been extended from **Wednesday, July 1, 2026 at 3:00PM to Wednesday, July 8, 2026 at 3:00PM.**

This Addendum provides answers to the remaining questions received.

B. Questions and Answers (10)

Q1: Revise Section 24 as follows:

Revise 24. Insurance to read as follows:

The Contractor shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations are by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable for (Note: All insurance carriers providing this coverage shall have an A.M. Best Rating of “A-” or greater and may be admitted or surplus lines carriers, where applicable):

...

A. EVIDENCE OF COMPLIANCE

1. Certificates of Insurance

Simultaneously with the execution of the Agreement, the Contractor shall furnish

Southeastern Pennsylvania Transportation Authority (SEPTA) with CERTIFICATES OF INSURANCE and any other documents which SEPTA may require, ~~such as copies of policies or endorsements~~, as evidence of compliance with these Insurance Requirements which are an integral part of the Contract. In the Description of Operations section of the Insurance Certificate please include RFP No. 26-00036-ACAC, Actuarial Services.

...

A. POLICIES TO REMAIN IN FORCE

1. Until completion and acceptance

All insurance coverage the Contractor must provide for the Contract shall be maintained in full force until all the Work of the Contract is completed and accepted by SEPTA, provided that claims-made coverage shall be maintained in accordance with its terms and any expressly required extended reporting period.

2. If applicable, all policies shall provide for not less than (10) days' notice for cancellation for non-payment or more than sixty (60) ~~thirty (30)~~ days written notice of cancellation due to another reason to Company. If it would result in noncompliance with the coverages required by this Agreement Company shall promptly inform SEPTA before cancellation by the Company issuing the insurance. If such notice is not provided within the basic terms of the policy, it shall be provided by endorsement or notation on the Certificate.

...

B. ...

ADDITIONAL INSURED LANGUAGE:

SEPTA must be provided with certificates ~~true copies of declaration pages and policies~~ of insurance upon request.

SEPTA is to be listed as additional insured on all applicable liability policies excluding Workers Compensation and Professional Liability and Cyber/Privacy Liability.

...

SEPTA must be the certificate holder on all applicable liability coverage with respect to this project, and it should be noted on the insurance certificate ~~and policies.~~

...

C. 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. Certificate ~~or policy~~ will state that the coverage applies to the Contract described as: Actuarial Services.

...

D. ...

E. SELF-INSURANCE RETENTION LANGUAGE

~~Self Insurance Retention (SIR) is limited to \$50,000 or less, subject to SEPTA's approval. All self-insured retention must be declared to SEPTA. The contractor shall be responsible for satisfying all self-insured retentions.~~

F. INSURANCE TYPES & MINIMUM COVERAGE AMOUNTS REQUIRED

...

1. GENERAL LIABILITY INSURANCE (excluding vehicles)

Comprehensive General Liability Insurance for Bodily Injury and Property Damage to others. Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1 Million combined limit per occurrence and \$2 Million Annual Aggregate.

a. Minimum Limits of Liability

Products/Completed Operations Annual Aggregate Per Project	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000

b. Products Completed Operations

~~NA. This insurance must be maintained for at least 12 years after substantial completion and acceptance of the project, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.~~

~~The policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.~~

c. Additional Insureds

...

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

2. AUTOMOBILE LIABILITY

Liability Insurance (covering all autos, trucks, and other vehicles used in connection with this Project or Contract) for bodily injury and Property Damage to others.

a. Minimum Limits of Liability

\$1 Million combined Single Limit (Bodily Injury and Property Damage) per accident occurrence.

...

3. PROFESSIONAL LIABILITY/ERRORS AND OMMISIONS

...

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the person/vendor in this agreement and will cover any act, error or omission or breach of contract or duty or libel or slander whenever and wherever the same was or may have been committed or alleged to have been committed by vendor resulting and shall include, but not limited to claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, ~~information theft~~ or release of confidential information, ~~extortion, and network security~~. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. ~~If such coverage is secured on a "claims made" basis, extended reporting coverage shall be secured for a minimum of five (5) years following the completion of Prime contractor or Sub-Contractor's work.~~

Per Claim \$5 Million

Annual Aggregate \$5 Million

If such coverage is secured on a "claims made" basis, ~~extended reporting~~ coverage shall be maintained secured for a minimum of five (5) years following the completion of Prime contractor or Sub-Contractor's work, provided such insurance is available at commercially reasonable rates.

4. WORKER'S COMPENSATION INSURANCE

Workers Compensation of not less than \$1,000,000 and Employer's Liability Insurance with a limit of no less than \$1,000,000 per employee per accident for bodily injury or disease. Must include a Waiver of Subrogation where permitted by state law, naming the Southeastern Pennsylvania Transportation Authority (SEPTA).

5. CYBER/PRIVACY LIABILITY

Cyber Liability Insurance, with limits not less than \$3 Million per occurrence or claim/aggregate, \$3 Million annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving ~~infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress~~ invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

6. PROPERTY/BUILDERS RISK INSURANCE COVERAGE:

NA. Removed.

H. PAYMENT OF SEPTA CLAIMS

~~Contractor shall require its insurance carrier(s) to make checks in payment of SEPTA claims payable directly to SEPTA.~~

A1 Evidence of Compliance: Changes to Section A1:“(Note: All insurance carriers providing this coverage shall have an A.M. Best Rating of “A-” or greater and may be admitted or surplus lines carriers, where applicable):” - SEPTA will only accept deletion of “~~policies or~~”, but the rest remains the same.

Changes to Section B Policies to Remain in Force are Accepted.

Changes to Section C Additional Insured Language are Denied.

Changes to Section D Contractual Liability (Hold Harmless) Coverage are accepted.

Changes to Section F Self-Insurance Retention Language are Denied.

Changes to Section G1A Insurance Types & Minimum Coverage Amounts Required – General Liability Insurance are Accepted.

Changes to Section G1B Insurance Types & Minimum Coverage Amounts Required – General Liability Insurance are Denied.

Changes to Section G1D Insurance Types & Minimum Coverage Amounts Required – Coverage are Accepted.

Changes to Section 2. Automobile Liability are Accepted.

Changes to Section 3. Professional Liability/Errors and Omissions are Accepted, except for the addition of “provided such insurance is available at commercially reasonable rates.”

Changes to Section 4. Worker’s Compensation Insurance are Denied.

Changes to Section 5. Cyber/Privacy Liability are Accepted.

Section 6. Property Builders Risk Insurance Coverage will be Removed.

Changes to Section H. Payment of SEPTA Claims is Accepted.

Q2: Revise Section 24 Limitation of Liability as follows:

In the event of any claim arising from services provided by Contractor/Consultant at any time, the total liability of Contractor/Consultant, its officers, directors, agents and employees to SEPTA shall not exceed five million dollars (\$5,000,000) per occurrence, and ten million dollars (\$10,000,000) in the aggregate. This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Contractor/Consultant be liable for lost profits of SEPTA or any other type of incidental or consequential damages. the foregoing limitations shall not apply in the event of gross negligence, intentional fraud, or willful misconduct of

Contractor/Consultant.

A2: Denied.

Q3: Insurance

A. EVIDENCE OF COMPLIANCE 1. Certificates of Insurance Simultaneously with the execution of the Agreement, the Contractor shall furnish Southeastern Pennsylvania Transportation Authority (SEPTA) with CERTIFICATES OF INSURANCE ~~and any other documents which SEPTA may require, such as copies of policies or copies of any~~ endorsements, as evidence of compliance with these Insurance Requirements which are an integral part of the Contract. In the Description of Operations section of the Insurance Certificate please include RFP No. 26-00036-ACAC, Actuarial Services.

C. ADDITIONAL INSURED S REQUIRED

The Contractor shall have all liability policies designated "Additional Insureds Required" endorsed to include the following as Additional Insureds: SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY. ~~ADDITIONAL INSURED LANGUAGE: SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.~~ SEPTA is to be listed as additional insured on all applicable liability policies excluding Workers Compensation and Professional Liability. Workers' Compensation must provide a waiver of subrogation. Each policy shall state that the insurance provided to the additional insureds is primary and non-contributory to any other insurance available to the additional insured. SEPTA must be the certificate holder on all applicable liability coverage with respect to this project and it should be noted on the insurance certificate and policies. SEPTA must be provided with proof of insurance that demonstrates compliance with these requirements and all limits and other mandated aspects of coverage.

A3: Accepted.

Q4: SELF-INSURANCE RETENTION LANGUAGE

Any Self-Insurance Retention (SIR) is ~~limited to \$50,000 or less, subject to SEPTA's approval. Every self-insured retention must be declared to SEPTA the sole responsibility of the contractor.~~

A4: Denied.

Q5: INSURANCE TYPES & MINIMUM COVERAGE AMOUNTS REQUIRED

The contractor shall, as a condition of the contract, provide and maintain at its own cost and expense the following kinds and amounts of insurance. The insurance required shall be written for not less than any limits of liability specified below or required below, whichever is greater.

1. GENERAL LIABILITY INSURANCE (excluding vehicles)

Comprehensive General Liability Insurance for Bodily Injury and Property Damage to others. Covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$1 million combined limit per occurrence and \$2 million annual aggregate.

a. Minimum Limits of Liability Products/Completed Operations ~~Aggregate Per Project~~ \$2,000,000 (included in general aggregate). Personal and Advertising Injury Limit \$1,000,000.

b. Products Completed Operations

This insurance ~~must be maintained for at least 12 years after substantial completion and acceptance of the project, or to the applicable Statute of Repose in the jurisdiction where the Project is located, whichever is longer.~~ is included in the general aggregate.

Policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

d. 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).~~

A5: The Products/Completed Operations section can be removed.

Q6: 2. AUTOMOBILE LIABILITY

Liability Insurance (covering all hired and non-owned autos, trucks, and other vehicles used in connection with this Project or Contract) for bodily injury and Property Damage to others.

a. Minimum Limits of Liability

\$1 Million combined Single Limit (Bodily Injury and Property Damage) per occurrence.

b. Additional Insureds

The policy shall be written or endorsed to include as additional Insureds those parties or persons designated and apply on a Primary/Non-Contributory basis.

c. Hired and Other Non-Owned Vehicles

Vehicle Liability Policy shall be written or endorsed to include coverage for Hired, ~~Leased~~ or other Non-Owned Vehicles.

A6: Accepted.

Q7: 3. PROFESSIONAL LIABILITY/ERRORS AND OMMISIONS

Applicable if a Prime contractor or applicable subcontractors will perform or retain others to perform professional services in connection with the work, including engineering, architectural, testing, environmental assessment or remediation, design-build, or construction management services. Coverage shall include any error, omission, or wrongful act on the part of the insured covering losses caused by Professional work that arise from the operations described under the scope of services of this Contract. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the person/vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of confidential information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations. If such coverage is secured on a “claims made” basis, extended reporting coverage shall be secured for a minimum of five (5) years following the completion of Prime contractor or Sub-Contractor’s work.

Per Claim \$5 Million

Annual Aggregate \$5 Million

If such coverage is secured on a “claims made” basis, extended reporting coverage shall

be secured for a minimum of ~~five (5)~~ three (3) years following the completion of Prime contractor or Sub-Contractor's work.

A7: Accepted.

Q8: 6. PROPERTY/BUILDERS RISK INSURANCE COVERAGE, to the extent applicable to the services: Contractor is responsible for any damage to their work, materials, equipment, tools, etc. It is the responsibility of the Contractor to determine if any Property or Builder's Risk coverage provided by others is adequate to protect the Contractor. If Subcontractor determines that said coverage is inadequate, Subcontractor may obtain such insurance at Subcontractor's sole expense. In addition, the Contractor waives all rights of recovery and shall cause its Insurers to waive their rights of subrogation against General Contractor, Construction Manager, Prime Contractor, Owner, all the Additional Insureds and any of their agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the work or any other type of property insurance (such as Contractor's Equipment, Installation Floater) maintained by Contractor. Equipment Breakdown coverage should also be maintained to protect against losses caused by explosion of steam boilers and pressure vessels, mechanical breakdowns and/or electrical injury or arcing.

A8: Property/Builders Risk Insurance Coverage Section can be removed.

Q9: Disputes

b. Performance During Disputes Unless otherwise directed by SEPTA or such dispute is over SEPTA's nonpayment, Contractor/Consultant shall continue performance under the Contract while matters in dispute are being resolved.

A9: Denied.

Q10: Warranties

a. Title: Contractor/Consultant covenants and warrants that, subject to Section 13 good title to all the Material and/or Equipment furnished under the Contract shall vest in SEPTA immediately upon delivery and acceptance by SEPTA.

b. General: Contractor/Consultant warrants that all Material and/or Equipment meets ~~all~~ the requirements and standards set by the Scope of Services in all material respects. All Material and/or Equipment shall be new, the best of its kind or quality, reasonably fit for its intended use as set forth in the Scope of Services, and of safe, substantial, and durable construction. Contractor/Consultant further warrants that any Material and/or Equipment, shall conform in all material respects to representations and descriptions, either oral or written, made by the Contractor/Consultant and any literature, sample, or other vehicle of information supplied by Contractor/Consultant prior to the time of the proposal due date for the Contract. Contractor/Consultant further warrants that any sample provided represents a minimum standard of quality for the Material and/or Equipment furnished hereunder.

A10: Accepted.