



April 15, 2026

Dear Proposers:

Attached is Addendum No. 6 to SEPTA's Request for Proposal No. 25-00300-AMJP  
- **Silverliner VI Rail Cars.**

The proposal due date and time scheduled for Friday, July 10<sup>th</sup>, 2026, at 04:30 PM remains unchanged. 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, 11<sup>th</sup> Floor, Philadelphia, PA 19107.

Any inquiries regarding this proposal must be directed to Michael Piselli of the Procurement and Supply Chain Management Department at (215) 580-8364 or [mpiselli@septa.org](mailto:mpiselli@septa.org).

Thank you for your interest in the Authority.

Sincerely,

*Michael Piselli*

Michael Piselli  
Manager, Contract Administration  
Procurement & Supply Chain Management

**Request for Proposal No. 25-00300-AMJP**  
**Silverliner VI Rail Cars**  
**Addendum No. 6**

To All Bidders:

The following constitutes Addendum No. 6 to SEPTA's **25-00300-AMJP –Silverliner VI Rail Cars**. Addendum No. 6 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:

1. Question and Answers (69-84) are attached.

April 15, 2026

ADDENDUM NO. 6

ADDENDUM ACKNOWLEDGEMENT SHEET

SEPTA's RFP No. 25-00300- AMJP  
**Silverliner VI Rail Cars.**

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. 6 by completing and returning the Addendum Acknowledgment Sheet with the Technical Proposal.

FIRM NAME: (typed or printed) \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

NAME: (typed or printed) \_\_\_\_\_

DATE: \_\_\_\_\_

Addendum No. 6 includes:

1. Question and Answers (69-84) are attached.

| <u>No.</u> | <u>Reference</u>  | <u>Question</u>  | <u>Answer</u>  |
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| 69         | Contract Document EXHIBIT II. Milestone and progress payment schedule | There is no payment amount specified in "EXHIBIT II. Milestone and Payment Schedule." Is the proposer expected to provide or propose the payment amount for each milestone?  | Yes. Please see footnotes at end of the exhibit.   |
| 70         |   | Regarding Section G.7 Railroad Protective Liability, could you please confirm that the Contractor is not required to obtain separate railroad protective liability insurance, as SEPTA's existing coverage is sufficient under the Agreement?  | Confirmed  |
| 71         | IP 5.1 Price Proposal   | Can SEPTA provide Soft Copy version of Exhibit 1 - Price Proposal?   | No.  |
| 72         | 5.1.3   | H. The wording states that Aluminium honeycomb and FRP covered with Tedlar shall be combined, however according to the interior and Materials specifications, either Aluminium honeycomb or FRP covered with Tedlar may be used. Please confirm the wording.   | The cab partition wall shall be one of the following:<br>-Aluminum honeycomb panels faced with integrally colored FRP covered with Tedlar composite laminate<br>-Melamine-faced plymetal covered with Tedlar composite laminate<br>-As Approved<br><br>TS 5.1.3 will be updated for clarity                      |
| 73         | 10.14.1.A.3 - Pantograph - General                                    | The pantograph shall be <del>totally</del> <b>functionally</b> interchangeable as a unit with the existing SEPTA Silverliner V cars. <del>including all mechanical, electrical and control interfaces, and shall mount exactly on the pantograph insulators."</del><br><b>Requesting modification of the language as shown. The modification of this language will allow for more competitive solutions to be considered acceptable by SEPTA while maintaining the intent of the clause to ensure compatibility with the existing fleet.</b> | The requirement will be reworded as follows: "The pantograph shall be <del>totally</del> <b>functionally</b> interchangeable as a unit with the existing SEPTA Silverliner V cars including all mechanical, <del>electrical and control</del> interfaces, and shall mount exactly on the pantograph insulators." |

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| 74 | IP 6.2   | <p>Section IP 6.2 of the Instructions to Proposers references the Pennsylvania Steel Products Procurement Act of 1978, including the requirement that steel products be manufactured from steel made in the United States, with a minimum 75% U.S. cost threshold. The same section also includes the following Note:</p> <p>“Transportation equipment shall be determined to be a United States steel product if it complies with 49 U.S.C. 5325(j) and 49 CFR Part 661 (Buy America).”</p> <p>To ensure our proposal is fully compliant, we respectfully request clarification on the following:</p> <p>1. If a Proposer certifies full compliance with Buy America requirements under 49 U.S.C. 5325(j) and 49 CFR Part 661 for rolling stock, will such compliance be deemed sufficient to satisfy the requirements of the Pennsylvania Steel Products Procurement Act for transportation equipment under this procurement?</p> <p>2. Alternatively, does SEPTA require Proposer to independently demonstrate compliance with both Buy America and the Pennsylvania Steel Products Procurement Act (including the 75% U.S. steel cost requirement) for applicable steel components?</p> | It's the proposer's responsibility to be compliant   |
| 75 | Article XIX.H                                      | <p>Interpretation and application of Article XIX(H) related to tariffs.</p> <p>-Definition of “new tariffs”<br/>Does SEPTA define “new tariffs imposed by the United States after BAFO” as tariffs that are both announced and effective after BAFO, or does this also include tariffs announced prior to BAFO but becoming effective after BAFO?</p> <p>-Scope of cost impact<br/>Are tariff-related cost increases eligible for consideration under Article XIX(H) only when duties are directly assessed on finished materials or equipment delivered to SEPTA, or may they also include tariffs applied to raw materials, subcomponents, or intermediate goods that directly increase the cost of performing the Work?</p>  | New tariffs are announced after BAFO.  |
| 76 | Contract Document and Specification Section 16.1.5 | <p>It is stipulated that all materials used shall be readily available in the United States from at least two suppliers, unless otherwise agreed by SEPTA.</p> <p>While we can source some of subsystems of the Rail Car from the United States, some will not be sourced from the United States. Under this situation, it will be desirable for SEPTA to provide the guideline how the Contractor can comply with this requirement.</p>  | This clause means commercially available in the United States not necessarily produced in the United States. |
| 77 | Contract Document and Specification                | Typical contract clauses such as Change in Law and Force Majeure not shown in the Contract. It is desirable for SEPTA to include such clauses in the Contract.  | You may propose language that we will review for consideration.  |

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| 78 | Contract Document and Specification XVI       | <p>For more clarity, we would like to amend clause D and E as below;</p> <p>D. Payment to the Contractor for reasonable costs for termination of its subcontracts <u>or ordered Material and/or Equipment</u> for the Project, <u>which shall in no event be less than the actual documented costs</u>, subject to audit by SEPTA or its representatives.</p> <p>E. Payment to the Contractor for reasonable profit for Items A thru C above, <u>which shall in no event be less than the itemized Contract Price if applicable</u>, subject to audit by SEPTA or its representatives.</p> <p>Please confirm whether our suggestion is acceptable.</p>   | Rejected. |
| 79 | Contract Document and Specification XVIII B.2 | <p>Unless there is a cost reduction for the Contractor, the Contract Sum should not be reduced.<br/>In that sense, we would like to propose some amendment on XVII B.2 as below;</p> <p>Any new or additional or substituted Major Subcontractor proposed to be used by the Contractor after the award shall be subject to SEPTA's prior written approval, which approval shall not be unreasonably withheld. No increase in the Firm Fixed Price(s) set forth in Exhibit I shall be allowed for any such substitution, however, SEPTA reserves the right to request a reduction in the Contract Sum for approving any requested substitution, <u>which is less costly for the Contractor</u>.</p> <p>Please confirm whether our suggestion is acceptable.</p>   | Rejected. |
| 80 | Contract Document and Specification XIX E.1   | <p>For the fairness of the Contract, we would like to propose some amendment on XIX E.1 as below;</p> <p>Unit Prices: If changes in the Material and/or Equipment are ordered by SEPTA and such Change Order calls for the deletion or addition of items of Material and/or Equipment and/or installation thereof of the same type as those for which unit prices have been stated in the Contract Documents or subsequently agreed upon, the amount to be paid or credited shall be computed on the basis of such unit prices. If the quantities of changed Material and/or Equipment proposed will create a hardship on SEPTA or the Contractor, the applicable unit prices shall be equitably adjusted to prevent such hardship. Where <del>in the sole opinion of SEPTA</del> the application of unit prices would not be appropriate, the cost or credit to SEPTA shall be determined by one of the following Paragraphs.</p> <p>Please confirm whether our suggestion is acceptable.</p> | Rejected. |

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| 81 | Contract Document and Specification XXI   | <p>Considering the similar characteristics of contract, it is common that the aggregate liability of the Contractor is 20 to 30% of the Contract Sum.</p> <p>We would like to propose 30% of the Contract Sum for the aggregate liability of the Contractor instead of 50%.</p> <p>Please confirm whether our suggestion is acceptable.</p>  | Rejected.  |
| 82 | Contract Document and Specification XXXIV | <p>We want to clarify that the prior written approval requirement applies only to advertisement/PR programs and not legal/business/finance and other necessary disclosures.</p> <p>In that sense, we would like to add clause as below;</p> <p>The Contractor is permitted to disclose any information and/or material related to the Contract for reasons other than commercial advertisements or public relations, including but not limited to, any legally required disclosures and announcements, customary disclosures in business and tender submissions, information necessary to engage its professional advisors such as lawyers, accountants, bankers, etc., without prior written approval from SEPTA.</p> <p>Please confirm whether our suggestion is acceptable.</p> | Accepted except for customary disclosures in business and tender submissions   |
| 83 | Contract Document XXII. Insurance         | <p>G.2. <u>General Liability Insurance</u> (excluding Vehicles)</p> <p>Please confirm the details of "excluding Vehicles". Does Vehicles refer to automobile or rolling stock?</p>   | Vehicles in this context should mean Automobiles that would be covered by the Automobile Liability required coverage, which are typically registered vehicles for use on public roads. |
| 84 | Contract Document XXII. Insurance         | <p>G.4. Professional Liability/Errors &amp; Omission Insurance</p> <p>This is Claims-Made coverage. Claims filed after the policy ends are generally not covered unless an Extended Reporting Period (Tail Coverage) is purchased.</p> <p>Please confirm whether this coverage should be maintained for the project term only, without any extended reporting period. If so, kindly confirm how long the contractor is required to maintain the coverage.</p>  | The language for Professional Liability/ Errors & Omission Insurance and Umbrella Excess Liability has been revised. Please see attachment for revised language.                       |