

**REQUEST FOR PROPOSAL FOR THE PURCHASE**

**OF SILVERLINER VI RAIL CARS**

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## **SECTION 1**

# **NOTICE OF REQUEST FOR PROPOSALS**



*Southeastern Pennsylvania Transportation Authority*

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**SECTION 1: NOTICE OF REQUEST FOR PROPOSALS ..... 1**

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*Southeastern Pennsylvania Transportation Authority*

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## **SECTION 1: NOTICE OF REQUEST FOR PROPOSALS**

**NR 1. Request for Proposal No. RFP 25-00300-AMJP – Silverliner Rail Cars**  
The Southeastern Pennsylvania Transportation Authority (SEPTA) is soliciting proposals for the purchase of two hundred and thirty four (234) Rail Cars with five Option Orders. SEPTA may at its option elect to have two (2) of the base order cars configured as Test and Inspection vehicles as detailed in the Technical Specification. The Option Orders are for two separate options of forty six (46), spares for additional option vehicles, and a test and inspection vehicle configuration. Note that SEPTA may exercise an option to configure up to 30 of the first 46-car option orders as an Airport configuration as detailed in the Technical Specification. Proposers are required to submit pricing for the Base order and Option Orders in order for the proposal to be considered responsive.

SEPTA will evaluate each proposal in accordance with the criteria specified in Section 2 – Instructions to Proposers of the RFP and recommendation for award, if made, to the SEPTA Board will be for the proposal that provides the best value to SEPTA. The proposals submitted should be identified as Request for Proposal No. 25-00300-AMJP – Silverliner VI Rail Cars.

Proposers are advised that SEPTA is utilizing the Request for Proposal method for this Contract. This procedure affords all proposers the opportunity to submit requests for modifications to the Section 3 - Contract and General Conditions, other terms and provisions, and improvements to the Technical Specification.

### **NR 2. Proposal Submission**

Each Proposal must be submitted in two (2) separate sealed parts, identified as the Technical Proposal and the Price Proposal. One (1) original and one (1) thumb drive in PDF Format of the Technical Proposal and one (1) original and one (1) thumb drive in PDF Format of the Price Proposal are to be submitted to SEPTA by the close of business (4:30 PM) on Friday, April 10<sup>th</sup>, 2026. Please direct all correspondence to:

Michael Piselli  
Manager, Contract Administration  
SEPTA - Procurement and Supply Chain  
1234 Market Street, 11th Floor  
Philadelphia, PA 19107-3780

No Proposal bonding is required; however, the Best and Final Offer (BAFO) must be accompanied by either a: (1) BAFO Proposal Bond; (2) Cashiers' check; (3) Certified check; (4) Treasurer's check; and / or (5) Official bank check; in the amount of not less than \$5,000,000 (USD) drawn in favor of the Southeastern Pennsylvania Transportation Authority. The Proposal Bond must be issued by a qualified surety company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder and authorized to issue bonds at least up to the dollar amount of the Bid Bond required hereunder.



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### **NR 3. Proposal Acceptance Period**

The Proposal shall be binding upon the Proposer for one hundred and twenty (120) calendar days following the "Best and Final Offer". Any proposal on which the Proposer shortens the acceptance period will be rejected, although the acceptance period may be extended by mutual agreement between SEPTA and the Proposer.

### **NR 4. Questions**

All questions pertaining to this Request for Proposal must be submitted in writing to SEPTA - Procurement & Contracts Department, Attn: Michael Piselli 1234 Market Street - 11th Floor, Philadelphia, PA 19107-3780 or email at [mpiselli@septa.org](mailto:mpiselli@septa.org). All questions must be received no later than the close of business (4:30 PM) on Friday January 30, 2026.



Request for Proposal  
RFP 25-00300-AMJP  
November 2025

*Southeastern Pennsylvania Transportation Authority*

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## **INSTRUCTION TO PROPOSERS**

### **SILVERLINER VI RAIL CARS**



*Southeastern Pennsylvania Transportation Authority*

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## SECTION 2: INSTRUCTIONS TO PROPOSERS

### IP 1. General

You (hereinafter referred to as “Proposer”) are requested to submit a formal proposal (hereinafter referred to as “Proposal”) for the required Material and / or Equipment detailed in the Contract Documents (hereinafter referred to as “Project”) in accordance with this Request for Proposal (RFP). Any information in addition to that required by this RFP which Proposer feels will help in the evaluation of its Proposal is to be submitted with its Proposal. Any Proposal submitted must comply with the requirements of this RFP as herein stated including all applicable Federal, State and Local laws, and is to be signed by an officer legally authorized to bind Proposer to a Contract (hereinafter referred to as “Contract”) and shall be submitted to SEPTA in writing, in the time and in the manner described herein. Following is the RFP Quantity & Delivery Schedule:

SILVERLINER VI RAIL CARS		
Calendar Year Delivery	Qty of Married Pairs (MP)	Optional qty of MPs
2030	9	N/A
2031	36	N/A
2032	36	N/A
2033	36	N/A
2034	n/a	36
2035	n/a	10
<b>Totals</b>	<b>117 MP (234 Cars)</b>	<b>46 MP (92 Cars)</b>

*Will vary with NTP date.*

### IP 2. Form of Proposal

Each Proposal shall be submitted in two (2) separate sealed envelopes/packages, one containing the Technical Proposal and one containing the Price Proposal. One (1) original and one (1) thumb drive in PDF Format of the Technical Proposal and one (1) original and one (1) thumb drive in PDF Format of the Price Proposal are to be submitted in sealed envelopes/packages which are identified on the face with the name of the Proposer and the Project name. This Proposal must be identified as **RFP No. 25-00300-AMJP**.

#### IP 2.1 Technical Proposal Format

In a separate binder(s), each Proposer shall provide the following technical information. This binder shall contain alpha-numeric designated tabs, corresponding to the paragraphs and elements listed within IP 11 – Technical Proposal Format. The response to each paragraph should be contained within its respective tab. For example, the Proposer’s documentation on how acceleration requirements will be met should be presented within Tab 11.1. Each tab should include all information requested in its entirety and be fully self-contained, and not reference attachments distributed throughout the proposal. Each Technical Proposal shall demonstrate that all the equipment integrates and satisfies the functional requirements in the specification. General statements or overall descriptions may be used to supplement the material presented. If any exceptions to the Technical Specification are to be made, the Technical Proposal shall include a complete tabulation of every exception to the Technical Specification in the form of a compliance matrix (see IP 11.1 Tab 30).

The Technical Proposal should be clear and concise, and completely explain how the Proposer will meet the stated objectives. Brevity and clarity are desired. Statements merely indicating that the Proposer will meet specific requirements are not acceptable. The Technical Proposal will be judged on the completeness,



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clarity and technical content of the proposal as elaborated in IP 11 - Technical Proposal Format and IP 12 – Selection Process.

If more than one type of car is offered, the Proposer shall submit a separate and complete Technical Proposal (or separate and completely referenced sections within one Technical Proposal) for each car being offered. The Proposer is responsible for duplicating the required submission forms and documents for each respective proposal.

The proposal shall not exceed two 3 ½” binders of 8 ½ by 11 inches pages single sided (excluding illustrations or drawings). Font size shall be 10 pt. or greater. A limited number of 11 by 17 inch fold-out drawings are permitted, in addition to the drawings specifically requested below. Supplier promotional brochures need not be included, unless pertinent technical information is provided by them. Drawings shall be of a print quality that is easily readable in English.

### **IP 3. Obtaining Proposal Documents**

All required proposal forms are included with this RFP.

### **IP 4. Proposal Security Requirements**

No Proposal bonding is required; however, the Best and Final Offer (BAFO) must be accompanied by either a: (1) BAFO Proposal Bond; (2) Cashiers' check; (3) Certified check; (4) Treasurer's check; and / or (5) Official bank check; in the amount of not less than \$5,000,000 (USD) drawn in favor of the Southeastern Pennsylvania Transportation Authority. The Proposal Bond must be issued by a qualified surety company currently authorized under 31 CFR Part 223 as possessing a Certificate of Authority as described thereunder and authorized to issue bond at least up to the dollar amount of the Proposal Bond required hereunder.

#### **IP 4.1 Responsibility of Proposer**

SEPTA will only award a Contract to a firm which it has determined to be responsible. The Proposer shall furnish adequate documentation, as determined by SEPTA, within twenty (20) days of receipt of SEPTA's written request to permit SEPTA to determine the responsibility of the Proposer. A responsible contractor is one which meets the following standards:

- A. Integrity and Ethics - Has a satisfactory record of integrity and ethics, in compliance with 49 U.S.C. Section 5325(j) (2) (A);
- B. Debarment and Suspension – Is neither debarred nor suspended from Federal programs under DOT regulations, “Non procurement Suspension and Debarment,” 2CFR Parts 180 and 1200, or under FAR at 48CFR Chapter 1 Part 9.4 or any Commonwealth of Pennsylvania funded programs;
- C. Affirmative Action and DBE – Is in compliance with the Common Grant Rules’ affirmative action and DOT’s Disadvantaged Business Enterprise requirements, 49 CFR Part 26;
- D. Public Policy – Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5325 (j) (2) (B) and Commonwealth of Pennsylvania public policies;
- E. Administrative and Technical Capacity – has the necessary organization, experience, accounting, and operational controls and technical skills, or the ability to obtain them in compliance with 79 U.S.C Section 5325 (j) (2) (D);
- F. Licensing and Taxes – Is in compliance with applicable licensing and tax laws and regulations



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- G. Financial Resources – has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j) (2) (D);
- H. Production Capability – Has, or can obtain, the necessary production, construction and technical equipment and facilities;
- I. Timeliness – Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental rail car commitments; and,
- J. Performance Record – Is able to provide a satisfactory current and past performance record.

### **IP 4.2 Responsibility of Others**

SEPTA:

#### A. PROJECT MANAGER

SEPTA will provide a Project Manager (hereinafter referred to as "SEPTA's Project Manager") and management team which shall provide the technical direction of the Project. The SEPTA team shall also monitor and review the progress of the Proposer's services in order to aid in the program coordination. The participation by SEPTA's Project Manager shall not relieve the Proposer from its obligations under the terms of the Contract.

#### B. CONTRACT ADMINISTRATOR

SEPTA will also provide an administrator for the Contract (hereinafter referred to as "SEPTA's Contract Administrator"). All changes to contract requirements which need to be performed under the Contract must receive the prior written authorization of SEPTA's Contract Administrator

### **IP 5. Submission of Proposals**

One (1) original and one (1) thumb drive in PDF Format of the Technical Proposal and one (1) original and one (1) thumb drive in PDF Format of the Price Proposal in sealed envelopes which are identified on the face with the name of the Proposer and the Project name, shall be submitted to:

Michael Piselli  
Manager, Contract Administration  
SEPTA - Procurement and Supply Chain  
1234 Market Street, 11th Floor  
Philadelphia, PA 19107-3780

#### **IP 5.1 Price Proposal**

The Price Proposal shall be submitted to SEPTA as a separate sealed document. Price Proposals which exclude or restrict cost items necessary for a Proposer to perform the SEPTA required scope of services are not acceptable and may be considered by SEPTA as non-responsive to the RFP.

1. The Price Proposal shall be submitted on Exhibit 1 - Price Proposal along with any other additional information required to make it complete. The Price Proposal must include pricing for the Option.
2. The requirements of the Contract included as part of this RFP should be carefully reviewed by the Proposer prior to preparation of its Price Proposal. In preparation of its Price Proposal, the Proposer must assume that SEPTA will not make any modifications to the terms of the Contract as attached.



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### **IP 6. Other Information Included with Technical Proposal**

If the Proposer is a joint venture, limited liability company, partnership, newly formed entity or holding company (Proposer Entity), then a copy of any written contract or understanding which exists between the members of the Proposer Entity” shall be included as part the Technical Proposal. If no written contract or understanding exists, then the Proposer Entity shall include in its Technical Proposal a written statement explaining how the Proposer Entity will fulfill the requirements of the Contract included within this RFP. Such explanation shall fully discuss and identify the responsibility of the Proposer Entity for performing the services, providing the required insurance and bonding providing coverage for the indemnification of SEPTA required by the Contract. It shall clearly explain which parties of the Proposer Entity will interface with SEPTA on a design and technical basis, which major sections of the Technical Specifications will be handled by each party including post-delivery technical support and warranty, and which member of the Proposer Entity or partner will be responsible to resolve disputes between the Proposer Entity and SEPTA.

#### **IP 6.1 Disadvantaged Business Enterprise (DBE)**

SEPTA hereby notifies all Proposers that Disadvantaged Business Enterprises (DBE) will be afforded full opportunity to submit Proposals in response to this RFP and will not be subject to discrimination on the basis of race, color, sex, age, physical handicap or national origin in consideration for an award.

SEPTA solicits and encourages DBE participation as a prime Contractor, joint venture partner, and/or as a subcontractor for the Project. DBE's will be afforded full consideration and will not be subject to discrimination. All respondents will be required to comply with FTA's DBE requirements for transit vehicle manufacturers found in 49 CFR Part 26.

All respondents must submit a copy of the company’s official Transit Vehicle Manufacturers Certificate attesting to the requirements of 49 CFR Part 26 along with the signed DBE Approval Certification (Attached in Exhibit D – DBE Approval Certification).

#### **IP 6.2 Steel Products Procurement Act of 1978**

By submitting a proposal it specifically agrees to fully comply with the Commonwealth of Pennsylvania's Steel Product Procurement Act of 1978 (Act No. 3 of 1978, March 3 P.L. 6 (73 P.S. '1881 et seq.)), as amended.

The Commonwealth of Pennsylvania's Steel Product Procurement Act of 1978, as amended, defines "steel products" as products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations, from steel made in the United States of America by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process, and shall include cast iron products and shall include machinery and equipment listed in the United States Department of Commerce Standard Industrial Classification 25 (furniture and fixture), 35 (machinery, except electrical), and 37 (transportation equipment) and made of, fabricated from, or containing steel components. If a product contains both foreign and United States steel, such product shall be determined to be a United States steel product only if at least 75 percent of the cost of the articles, materials and supplies have been mined, produced or manufactured, as the case may be, in the United States.

**NOTE\*: Transportation equipment shall be determined to be a United States steel product if it complies with 49 U.S.C. 5325(j) [formerly Section 165 of the Federal Surface Transportation Assistance Act of 1982, as amended] and the applicable regulations in 49 CFR Part 661. [Buy America]**



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The Proposer understands and agrees that, whether or not it sets forth any exceptions on its Price Proposal with the Steel Product Procurement Act, the Proposer is bound by its original Price Proposal and is not permitted to change its Price Proposal after proposal opening. In addition, if the Proposer does not set forth any exceptions with the Steel Product Procurement Act requirements, the Proposer understands and agrees that it is not eligible for a waiver of those requirements.

### **IP 6.3 Buy America Provision**

In order to qualify as a domestic end-product, the cost of components produced in the United States must exceed 70 percent (70%), as defined in 49 CFR Part 661, of the cost of all components and subcomponents, and final assembly must take place in the United States.

The Proposer understands and agrees that, pursuant to 49 CFR Part 661.13, whether or not it certifies that it will comply with the applicable Buy America requirement, the Proposer is bound by its original certification or if given the opportunity, its certification submitted with its Best and Final Offer (BAFO), and is not permitted to change its certification after BAFO opening. In addition, if the Proposer certifies that it will comply with the applicable Buy America requirements, the Proposer understands and agrees that it is not eligible for a waiver of those requirements.

On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. No. 117-58, which includes the Build America, Buy America Act (“the Act”). Pub. L. No. 117-58, §§ 70901-52. The Act strengthens Made in America Laws and will bolster America’s industrial base, protect national security, and support high-paying jobs. The Act requires that no later than May 14, 2022—180 days after the enactment of the IIJA—the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

### **IP 6.4 Certificate of Compliance with Immigration Reform and Control Act of 1986**

Certificate of Compliance with Immigration Reform and Control Act of 1986, attached in Exhibit D.

### **IP 7. Addenda**

The contents of all addenda to Proposers are to be incorporated in the proposal and will become part of the contract documents. Addenda should be acknowledged on the Acknowledgement of Addenda Form and included as part of the technical proposal.

### **IP 8. Equal Employment Opportunity (EEO)**

In connection with the performance of the Agreement, the Awardee shall not discriminate against any employee or applicant for employment because of race, color, age, creed, religion, sex or national origin. The Awardee shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.



*Southeastern Pennsylvania Transportation Authority*

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SEPTA REQUIREMENTS NONDISCRIMINATION:

During the performance of the Agreement, the Awardee agrees as follows:

1. The Awardee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, or national origin. The Awardee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, creed, religion, sex, age, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Awardee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Awardee will, in all solicitations or advertisements for employees placed by or on behalf of the Awardee; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, or national origin.
3. The Awardee will send to each Labor Union or Representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said Labor Union or Worker's Representative of the Awardee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Awardee will comply with all Affirmative Action provisions of the Agreement.
5. The Awardee will furnish all information and reports required by SEPTA and will permit access to its books, records, and accounts by the EEO Compliance Officer for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Awardee's noncompliance with the nondiscrimination clause of the Agreement, the Agreement may be cancelled, terminated, or suspended in whole or in part and the Awardee may be declared ineligible for further SEPTA contracts.
7. The Awardee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (6) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor. The Awardee will take such action with respect to any subcontract or purchase order as SEPTA may direct as a means of enforcing such provisions, including sanctions for noncompliance.
8. The Awardee shall have an Affirmative Action Plan declaring that it does not discriminate on the basis of race, color, religion, creed, national origin or sex and specifying minority and female goals to assure implementation of the Plan. SEPTA shall assure compliance with this requirement by promptly investigating suspected or reported violations.
9. SEPTA reserves the right to monitor and periodically audit its Awardees' compliance with the specifications discussed in this section. In the event the Awardee fails to comply with the nondiscrimination provisions of the Agreement, the EEO Compliance Officer shall recommend to the contracting department such contract sanctions as the General Counsel shall advise are available. The EEO Compliance Officer shall make a report of any such compliance to the Office of Federal Contract Compliance Programs (OFCCP).



## *Southeastern Pennsylvania Transportation Authority*

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### **IP 9. Rights Reserved By SEPTA**

SEPTA expressly reserves the right to reject any and all Proposals and/or to negotiate separately with any firm in any manner deemed appropriate to serve its best interest. If an award is made as a result of the Proposals, SEPTA will award the Contract to the prospective contractor who SEPTA has determined to be responsive and responsible, and whose Proposal represents the “best value” to SEPTA by providing a combination of both price/cost and technical evaluation factors which SEPTA determines is in the best interests of and the most advantageous to SEPTA. SEPTA is not liable for any expenses incurred by any Proposer(s) in the development of its Proposal or any subsequent activity related to the Proposal.

Any Contract to be entered into pursuant to this RFP is subject to financial assistance grants between SEPTA, the United States Department of Transportation, Federal Transit Administration (FTA), and the Pennsylvania Department of Transportation, and must conform to the requirements thereof.

#### **IP 9.1 Modifications to SEPTA’s Form of Contract**

If an award of Contract is made as a result of this RFP, the proposed form of Contract which the Proposer will be required to execute is included, and the Proposers are urged to review the Contract fully. SEPTA may, at its sole discretion consider modifications to the terms of the proposed Contract, provided the Proposer specifically requests such modifications during the questions period and in its Technical Proposal.

The Contract requires that all tasks described in the RFP and/or Proposal shall be the Proposer's sole responsibility and shall be performed by the Proposer and its subcontractors/ sub-consultants. As part of the negotiation process (see IP 12 - Selection Process), SEPTA may elect to consolidate the services described in the RFP and the Proposal into a single document. The single document shall then become an Attachment to the Contract instead of the RFP and Proposal.

#### **IP 9.2 Insurance**

The Proposer shall be required to provide insurance as subject to the requirements of Contract.

#### **IP 9.3 Performance Bond**

The successful Proposer shall be required to furnish a Performance Bond no later than ten (10) days after Intent of Notice of Award, in accordance with the requirements of Performance Bond of Section XX of the Contract. The acceptable bond form is AIA Document A311.

#### **IP 9.4 Additional Guarantee**

SEPTA reserves the right, at its sole discretion, to require Proposer to provide additional guarantee from parent, affiliated or related corporation.

#### **IP 9.5 Proposal Acceptance Period**

The Proposal shall be binding upon the Proposer for one hundred and twenty (120) calendar days following the "Best and Final Offer". Any proposal on which the Proposer shortens the acceptance period will be rejected, although the acceptance period may be extended by mutual agreement between SEPTA and the Proposer.

#### **IP 9.6 Taxes**

1. **Pennsylvania Sales and Use Tax:** As an agency and instrumentality of the Commonwealth of Pennsylvania, SEPTA is exempt from the payment of Federal Excise Taxes and Pennsylvania Sales and Use Taxes (71 P.S. Sec. 7071 et seq.) on material, equipment or other personal property purchases and contracts for its exclusive use or consumption: therefore, the Proposer shall not



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include these taxes in the computation of its price proposal. SEPTA will furnish exemption certificates, as required, upon the request of the Proposer.

2. City of Philadelphia and School District of Philadelphia Taxes: The Proposer as a result of any contract entered into pursuant to this Request for Proposal, may be subject to certain business taxes imposed by the City of Philadelphia and/or the School District of Philadelphia. The Proposer is solely responsible for making its own investigation to determine whether or not it is subject to the above-mentioned city and school district taxes, and for paying any such tax if applicable. Proposers are hereby informed that SEPTA is obligated by law to furnish to the City of Philadelphia Department of Collections, upon its request, the name and address of any person or firm with whom it has a contract for goods and services. For information the following phone number is provided: Business and Earnings and School Income Tax (215) 686-6600.

### **IP 9.7 Performance Evaluation**

SEPTA's Procurement Manual requires the formal performance evaluation of all Material/Equipment Contracts over \$100,000.

### **IP 9.8 Buy America Pre-Award Audit for Rolling Stock**

The successful Proposer will be required to provide SEPTA, or its designated independent third party reviewer, with sufficient documentation prior to contract award as to allow SEPTA, or its designated independent third party reviewer, to verify the accuracy of the Proposer's Buy America Certification.

The documentation supplied by the Proposer must list (a) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and (b) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

SEPTA, or its designated independent third party reviewer, will also perform a post-delivery audit of the business as actually manufactured in accordance with 49 CFR Part 663, and the Proposer shall supply sufficient documentation to verify compliance.

The Proposer shall not restrict SEPTA, or its designated independent third party reviewer(s), from stating component manufacturer and country of origin information in any Buy America Audit Reports.

### **IP 9.9 "Or Equal" Items**

Whenever in the Specification an article or material is defined by using a trade name or the name and catalog number of a particular manufacturer or vendor, or a limited description, the term "OR EQUAL" if not written thereafter shall be implied. Any reference to a particular manufacturer's product either by trade name or limited description is only for purposes of setting a standard of performance, quality, composition, construction or size.

The term "OR EQUAL" means any other manufactured product or article which is equivalent in material, workmanship and service and is as efficient and economical in operation in the opinion of SEPTA.

The Proposer shall furnish the "OR EQUAL" documentation for SEPTA's review.

SEPTA's opinion as to whether the proposed alternate is "EQUAL" to the specified items for SEPTA's specified use and purposes shall be final and conclusive.



*Southeastern Pennsylvania Transportation Authority*

**IP 9.10 Non-Collusion Requirement**

In the event Proposer is deemed the lowest responsive, responsible Proposer for this project, and as part of the proposal signed herewith, Proposer hereby agrees to sign an Affidavit of Non-Collusion in form acceptable to SEPTA prior to the award, if any, of the contract. A sample Affidavit of Non-Collusion is attached as Exhibit E.

**IP 10. Project Schedule**

<b>Event</b>	<b>Calendar Days From NTP</b>
Delivery of First Pilot Cars	1,260 Days (42 Months)
Acceptance of First Production Married Pair	1,530 Days (51 Months)
Acceptance of 40th Production Married Pair	1,890 Days (63 Months)
Acceptance of 80 <sup>th</sup> Production Married Pair	2,280 Days (76 Months)
Acceptance of Last Production Married Pair	2,640 Days (88 Months)

**IP 11. Technical Proposal Format**

**IP 11.1 Technical Approach**

The Technical Proposal submitted shall comprise a technical description of the Silverliner VI Rail Cars and their major subsystems and components. This proposal shall demonstrate that all the equipment integrates and satisfies the functional requirements in the Specification. With the exception of material provided to support Alternative Technical Items if bound separately as allowed by IP 11.2, the proposal shall not exceed two 3 ½” binders of 8 ½ by 11 inches pages single sided (excluding illustrations or drawings). A limited number of 11 by 17 inch paper fold out drawings are permitted, with the exception of the drawings requested below. Color artwork or extensive drawings are not requested. Supplier promotional brochures are not to be included unless pertinent technical information is provided within them.

Tabs are numbered to the corresponding section of the Technical Specification, where applicable. Separate tabs in the Technical Proposal must be provided for the following:

**Tab 1 – Scope/Program Management**

1. Provide a Program Organization Chart along with a description of the parties shown thereon and the authority of all key program personnel. Provide resumes for all key personnel listed, including appropriate subcontractor personnel.
2. Describe the design team organization showing the management structure, various disciplines, and the interface among the disciplines.
3. Provide a Critical Path Schedule (CPM) with key milestones and events emphasized. Include key events starting with the Design Review Program through Pilot and Production cars testing and acceptance.



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4. Identify the methods to be used to control program delays and cost overruns, including Proposer's demonstrated experience identifying and controlling risks and opportunities on past projects.
5. Describe the design responsibility of the Proposer and major subcontractors (by name), and how the design work will interface among these groups.
6. Supply a sample document used in the procurement of Supplier equipment and or services that states in detail the requirements of said Supplier in their responsibility to meet requirements found within the Technical specification such as materials and workmanship, provisions for manuals, training and multi-level drawing requirements.
7. Describe the approach for systems integration as required by the equipment being purchased, including the Proposer's responsible party responsible for managing and assuring the integration of all systems into the total car design.
8. Identify the proposed location and staffing of the Proposer's program management office, manufacturing plants and final assembly plant. Describe the activities to be performed at these locations, and how activities and management responsibilities will be coordinated among these facilities.
9. Describe the intended design interface between the Proposer's team and SEPTA's technical staff for the program management and design refinement process specified in Section 25 of the Technical Specification.
10. Describe the plan and approach to be used by the Proposer for configuration management and safety certification of critical components, systems and subsystems, and the process to include technical changes into pre-delivery production cars, retrofit of delivered cars and required changes to maintenance and parts catalogs.
11. Describe the quality assurance program stipulated in Section 22 of the Technical Specification, including approach, organization, sample procedures, sample documentation, and feedback mechanisms to ensure that problems are not repeated. Particular attention shall be paid to describing the Proposer's quality control/quality assurance role at the final assembly site.
12. List all work at the carbody manufacturer, brake supplier, door control supplier and final assembly location which are expected to take place during the period of the Contract, the quantity of work and delivery dates for same. Describe the plant capacity for these locations and indicate the capacity available for this work including personnel.
13. Describe the group responsible for preparation of workflow plans, schedules procedures, quality control, material control, etc., at the final assembly location. If more than one party is being considered, provide information for each
14. Describe in detail the Proposers plans for staffing adequate personnel for on-site engineering, acceptance testing, warranty support, retrofits and stocking warranty spares at SEPTA.

### **Tab 2 – Design Approach**

1. Describe the approach and measures to be taken to ensure that the car will comply with all laws and regulations including those of Pennsylvania, Federal Railroad Administration (FRA), and the



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requirements of the Code of Federal Regulations (CFR) and applicable American Public Transportation Association (APTA) standards.

2. Describe the approach to be used for industrial design both in areas of human factors (maintainability, operator areas, and passenger areas) and overall vehicle design.
3. Describe the vehicle general arrangement, both exterior and interior, doorway layout and how the design complies with the Technical Specification.
4. Describe how the Proposer will ensure that the vehicle design complies with the dimensional, operating and environmental conditions of Section 2 of the Technical Specification.
5. Describe approach and measures to be taken to improve energy efficiency and meet or exceed minimum requirements for equipment efficiency. Perform and submit energy consumption simulations and predictions as detailed in EN 50591.
6. Identify the car weight and the weight of its major components. Identify the target weight commitments to be conformed into TS 2.5 to serve as the basis for the design and imposition of liquidated damages. Provide supporting diagrams or tabulations showing that weight and load criteria targets provided are consistent with other proposed information.
7. Describe the approach to be used to maintain the total weight of the car within the target and rejection weight limits, including lateral and longitudinal imbalances, and minimum weight distribution from axle to axle. Identify the critical variables affecting weight which will be monitored throughout the design evolution of the car.
8. Describe the organizational approach to weight management for the vehicle design.
9. Provide a description of the proposed vehicle performance as detailed in Section 2 of the Technical Specification including acceleration, braking curves, and top speed.
10. Describe the approach to be used to achieve the noise, vibration, and ride quality requirements of the Technical Specification.
11. Describe the approach to be used to achieve the electromagnetic interference and compatibility requirements of the Technical Specification.
12. Describe how the proposed vehicle meets the towing requirements of the Technical Specification including rescue scenarios involving existing SEPTA railroad equipment utilizing 26 style brake architecture.

### **Tab 3 – Carbody Structure**

1. Describe the carbody structure and the materials to be used.
2. Describe the design approach to be used for the carbody and identify the critical design variables, analytic techniques and tests for the major carbody design elements.
3. Describe how secondary structural connection techniques will be performed for supports and framing attached to the carbody structure to meet the Technical Specification.



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4. Describe the proposed methods to be used to achieve the carbody strength and collision energy absorption as required by the Technical Specification, including applicable CFR structural requirements.
5. Describe the required procedures for maintaining the carbody including maintenance intervals.
6. Describe the repairability of the proposed carbody.

### **Tab 4 – Coupler and Drawbar**

1. Describe the mechanical, pneumatic, and electrical coupler equipment including coupling and uncoupling devices.

### **Tab 5 – Operator’s Cab**

1. Provide a general arrangement of the cab layout in both plan and elevated side view with Operator’s cab seat included in respect to the position of the console.
2. Provide a detail arrangement of the total console layout including all proposed control positions while describing how their location was chosen based on expected frequency of use and ergonomic considerations.
3. Provide details on the proposed field of view from the Operator’s cab.

### **Tab 6 –Passenger Doors**

1. Describe the doors and door control system for each proposed supplier.
2. Describe the door safety and interlocking features, and interior and exterior emergency opening handle design and required operating forces.
3. Provide details on obstruction detection.
4. Describe crew door control interactions.

### **Tab 7 – Heating, Ventilation, and Air Conditioning (HVAC)**

1. Describe the proposed HVAC system arrangement in respect to air conditioning, baseboard heat/overhead heat percentages in respect to supply and control.
2. Describe the proposed tonnage for each proposed supplier.
3. Provide information to describe all maintenance access points for both interior and exterior locations of the HVAC units including any/all special tooling and portable diagnostic equipment.
4. Provide heating and cooling load calculations. Identify the type of refrigerant being used.



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5. Provide general arrangement of interior air supply ducts and routes to passenger seating areas and cab.
6. Provide details on the control system and means for future adjustments of settings.

### **Tab 8 – Lighting**

1. Describe the proposed lighting system and lighting controls for both interior and exterior lights.
2. Describe emergency lighting controls and independent power supply equipment to be used.

### **Tab 9 – Auxiliary Power**

1. Describe the proposed equipment for both the high and low voltage systems for each proposed supplier including approach to cooling.
2. Provide a description of the scheme for the ground fault detection system.
3. Describe the proposed equipment for the battery systems for each proposed supplier.
4. Describe the maintenance shop power system for each proposed supplier.
5. Describe the design approach load shedding and layover mode.

### **Tab 10 – Propulsion and High Voltage System**

1. Describe the propulsion system's control and system for each proposed supplier.
2. Describe the proposed spin/slide control system, including methods used to minimize stopping distance under low available rail adhesion and its coordination with the friction brake system.
3. Describe the propulsion system's management of wheel diameter including automatic wheel diameter adjustment.
4. Describe efficiency measures including maximization of regenerative braking capacity and energy monitoring.
5. Describe the proposed pantograph design including grounding methods.
6. Describe the main transformer and high voltage system design.
7. Describe the proposed fault protection and ground return system.

### **Tab 11 – Truck Assemblies**

1. Provide a description of the proposed trucks in respect to type of manufacture (cast/fabricated) and axle bearing configuration.



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2. Provide details on the proposed trucks including information such as general arrangement drawings, structural material description, suspension (primary and secondary) description, natural frequency characteristics, allowable static and dynamic movement, clearances, and fully assembled weight.
3. Describe the proposed mounting arrangement for the friction brake equipment.

### **Tab 12 – Friction Brakes Subsystem**

1. Describe the friction brake system's control and pneumatic system for each proposed supplier.
2. Describe the proposed spin/slide control system, including methods used to minimize stopping distance under low available rail adhesion and its coordination with the propulsion system.

### **Tab 13 – Communication Subsystems**

1. List all main components found within the communications system and describe their use.
2. Describe how the Passenger Information System (PIS) and Automatic Vehicle Location (AVL) System will be integrated into the vehicle.
3. Describe the onboard video surveillance system, including camera locations and coverage, and equipment mounting.
4. Describe the proposed destination signs, route map, and information sign systems, including the location of displays and equipment.
5. Describe the application and traits of the assistive listening subsystem.
6. Describe the approach to integrating the automatic passenger counting system.

### **Tab 14 – Interior and Exterior Appointments**

1. Identify the general vehicle layout with emphasis on equipment lockers and seating areas; include steps to be taken to minimize the loss of passenger interior space.
2. Identify the vehicle passenger capacity (in both number of seats and passenger standing area).
3. Identify all seats by type, size and location for each seating area.
4. Identify all interior aspects pertaining to interior linings, floor & floor coverings, ceilings, ducts, including end door clear width and height (after all trim and encasements have been applied).
5. Describe the method of ADA-compliant mobility aid access and mobility aid berthing locations.
6. Describe all bicycle storage locations and mounting provisions.
7. Describe the clear width, height, and locations of passenger side doorways.



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8. Describe the approach to user experience/user interface design with regard to signage and decals.
9. Describe the approach to an integrated industrial design, mock-up, and virtual reality scenario design process.
10. Describe the proposed roof access from the vehicle.

**Tab 15 – Test Program**

1. Describe the mobilization plan and approach for conducting the tests required in Section 15 of the Technical Specification and how requirements for on-track qualification and service testing are incorporated.
2. Provide a preliminary plan of test sequencing, including the duration assuming track availability of four hours/day on five days/week.
3. Describe the methods by which ongoing test results will be cycled through the design process to ensure that the design modifications are implemented into all cars.

**Tab 16 – Materials and Workmanship**

1. Provide assurances that all materials, processes and workmanship will be in accordance with the requirements of Section 16 of the Technical Specification.
2. Describe the approach to corrosion control as required by the Technical Specification.

**Tab 17 – Network and Trainline Control**

1. Describe the design approach to meeting the discrete trainline network requirements of the Technical Specification.
2. Describe how the proposed system meets the vehicle Ethernet network requirements of the Technical Specification.
3. Describe the reliability of the proposed networks and trainlines including reliability across the coupler.
4. Describe the proposed approach to discrete trainlines.

**Tab 18 – Monitoring and Diagnostics**

1. Provide a complete description of how the proposed design will meet the criteria associated with the Vehicle Monitoring and Diagnostic Subsystem (VMDS).
2. Describe how the proposed design will meet the Train to Wayside Data Transfer (TWDT) requirements including the wayside software TWDT components.
3. Describe the approach to fault and attribute management.



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4. Describe the proposed ride quality monitor system.

### **Tab 19 – Software Engineering**

1. Provide a description of software configuration control that will be used by the Proposer and how it will be applied to installed equipment and spare parts.
2. Describe the proposer’s approach to Software Engineering and documentation.
3. Describe the approach to system integration.

### **Tab 20 – Automatic Train Control - Positive Train Control**

1. Provide an overview of the installation and integration of the ATC and PTC components in the console and cab control design.
2. Describe how the proposed design will meet the ATC and PTC requirements of the Technical Specification.
3. Describe the proposed integration of the event recorder system.

### **Tab 21 – Reliability Availability and Maintainability**

1. Describe how the proposed design will achieve the reliability requirements of the Technical Specification.
2. Describe how the proposed design will achieve the maintainability requirements of the Technical Specification.

### **Tab 22 – Quality Assurance**

1. Provide details of Proposer’s Quality Assurance staffing and organizational structure.
2. Describe how the Quality Assurance requirements of the Technical Specification will be met.

### **Tab 23 – System Safety and Security**

1. Describe the proposed System Safety Program Plan and how safety design requirements shall be incorporated into the design of all car systems.
2. Describe the approach to hazard analysis and resolution.
3. Describe the proposed security program.

### **Tab 24 – Cybersecurity**

1. Describe how the proposer plans on meeting the Cybersecurity requirements in the Specification.



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2. Describe the proposed Intrusion Detection System (IDS).
3. Describe the proposed approach to authentication and access control.

**Tab 25 – Program Management and Commissioning**

1. Describe how the Program Management requirements of the Technical Specification will be met.
2. Provide details of Proposer's intended CPM software and processes to track the project and its associated documentation.
3. Describe the approach to system integration
4. Describe the approach to configuration management.
5. Describe how the proposer plans on meeting the drawings package requirements in the Specification relating to scope and detail.

**Tab 26 – Manuals and Training**

1. Provide details on the personnel training as required in the Technical Specification.
2. Provide details of the manuals to be provided in addition to descriptions of all suppliers to be used for manual and training document development including the name, work history and experience level for each supplier to be used per the Technical Specification.
3. The Proposer shall provide a single sample showing the level of detail for each of the following items: an operational and functional description of a typical system; a typical detailed troubleshooting instruction; and a maintenance instruction (with illustration).
4. Describe the proposed operator training simulator.

**Tab 27 – Special Tools and Test Equipment**

1. Describe the overall approach to fulfilling the Bench Test Equipment (BTE) requirements of the Technical Specification.

**Tab 28 – Test and Inspection Vehicle**

1. Describe the overall approach to integrating the specified Test and Inspection Vehicle requirements into the Silverliner VI vehicle platform including compliance with the overall design and performance criteria.
2. Describe the proposed test equipment and supplier.
3. Provide overall arrangement drawings including the proposed interior layout of the Test and Inspection Vehicle.



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4. Identify any vehicle design changes required to support the implementation of the specified test equipment.

### **Tab 29 – Drawings**

Provide one copy per binder of each of the following conceptual design drawings:

- Car General Arrangement Drawings ¼" = 1' or 1:50 (Exterior and Interior)
- Cab and Console Layout 2" = 1' or 1:25
- Floor Plans ¼" = 1' or 1:50
- Seating Plans ¼" = 1' or 1:50
- Equipment Arrangement ¼" = 1' or 1:50  
(Underfloor, Interior and Roof)
- Carbody Structural Diagram ¼" = 1' or 1:50
- Clearance Diagram ¼" = 1' or 1:50

Please note that these conceptual designs are intended to represent a general understanding of the requirements of the Technical Specifications and are not intended to represent the precise design to be supplied, nor to initiate the design review process.

### **Tab 30 – Compliance Matrix**

Provide a clause-by-clause compliance matrix indicating the proposal's compliance with the Technical Specification. Where non-compliance is indicated, provide an explanation and proposed alternate specification language. The compliance matrix shall be updated to reflect all SEPTA issued addenda during the RFP and Evaluation process.

The final Compliance Matrix, including any changes resulting from the Best and Final Offer (BAFO) process as described in IP 12.2 #F, will be considered part of the proposer's offer and accounted for during the specification review conference as described in the Technical Specification provided the non-compliance and proposed alternate specification language is clearly indicated.

### **Tab 31 – Relevant Experience/History and Performance**

- (1) List all rail contracts for the last 5 years, specifically identifying any contracts for commuter rail transit type equipment. With each contract, provide the following information:
  - Identify the Customer
  - Type of vehicle
  - Quantity
  - Major Vendors
  - Brief description of vehicle (including dimensions, capacities, features, etc.)
  - List of Project Manager and/or contact person for each customer including name, title, address, telephone, fax number and e-mail address.
  - Contractual delivery schedule and actual delivery schedule.
- (2) Provide similar information as in (1) for major suppliers for auxiliary power equipment, propulsion system, friction brakes, communications, HVAC, doors and publication/training services.



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- (3) Explain the experience level of the workforce at the Proposer's intended manufacturing and/or final assembly facilities, including direct, non-direct and supervisory personnel. If the manufacturing or final assembly in part or on total is to be performed by subcontractors, provide the information as seen above in addition to the experience level of the subcontractor's work forces.
- (4) Provide a listing of the Proposer's preferred industrial designers, previous car design work performed, previous use of mock-up and virtual reality scenarios, and contact information of the final transit/railroad end users. Preliminary Silverliner VI Rail Vehicle concept sketches developed by the industrial designer are requested.
- (5) For any stainless steel or aluminum car contracts included in item (1) of this Tab, provide the following additional information: carbody shell structural validation testing performed, scheduled versus actual completion of carbody shell testing, location and description of equipment and special machinery used at the carbody shell manufacturing facility, and the methods and techniques used to manufacture these carbody shells.

## **IP 12. Selection Process**

### **IP 12.1 Evaluation Criteria**

- A. The following technical evaluation criteria, listed in descending order of importance, will be used for the evaluation of Proposals according to SEPTA procedures:
  1. **Technical Approach (Tabs 2 – 30)**

This criterion considers the Proposer's approach toward the design of Silverliner VI Rail Cars under this Contract and how they meet the requirements of the Specification. This includes the mandatory requirement that the cars comply with all laws and regulations including those of the 49 CFR 38 Subpart E – Commuter Rail Cars and Systems, and the requirements and recommended practices of the American Public Transportation Association.
  2. **Relevant Experience/Past Performance (Tab 31)**

This criterion addresses the Proposer's relevant experience with the design and construction of commuter rail equipment, and especially its previous experience with the statutory requirements and industry standards which apply to the design and operation of commuter rail equipment in the United States. This criterion addresses contractual issues, technical capability, quality of work, contractual and actual delivery schedules, vehicle performance, reliability and maintenance. Considerations include the previous construction of commuter rail equipment, especially those for operation in the US and previous exposure to equipment safety standards, and familiarity with CFR requirements and the American Public Transportation Association Recommended Practices and Standards. Previous experience with Federal "Buy America" requirements and the domestic final assembly line should be identified and described.
  3. **Program Management/Manufacturing Approach (Tab 1)**

This criterion addresses the manufacturing capacity and logistics for the production of the proposed cars in a timely manner. Considerations include the overall approach to manufacturing and assembly of the cars, the approach to final assembly, the available plant capacity, personnel and other resources to perform the work and provide warranty support. As part of the evaluation, the proposer shall allow SEPTA to perform site visit



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audits to assess Contractor Program Management and Manufacturing capabilities and approach.

- B. The descending order of importance of the three factors listed above is factor (1), (2), and (3).
- C. SEPTA may conduct interviews and request and receive additional information from any as SEPTA deems necessary to properly evaluate the Proposals
- D. Price (including Option) is a factor in the overall evaluation. This factor considers what it will cost SEPTA to do business with a Proposer and the affordability of the proposed price. Neither price/cost nor technical expertise shall be the sole determining factor. Accordingly, SEPTA may not necessarily make an award to the Proposer with the highest technical rating nor award to the Proposer with the lowest Price Proposal, if doing so would not be in the overall best interests of SEPTA, taking all of the factors into account. SEPTA, in its discretion, may determine that a higher-rated Technical Proposal may not justify SEPTA's expenditure of the additional cost of the higher-rated Technical Proposal as opposed to a lower-priced Proposal, or may determine that although a Proposal may be the lowest price, the technical benefits of a higher-priced Proposal may be more advantageous to SEPTA, thus justifying the award to a higher-priced Proposal

### **IP 12.2 Evaluation and Selection Process**

- A. The standards and qualifications that follow have been developed to serve as positive indicators of expected performance or compliance with the requirements of the RFP. SEPTA will form a Technical Evaluation Committee comprised of senior managers of SEPTA or its agent to independently evaluate each Proposal on the technical evaluation criteria based upon the application of adjectival codes. The technical evaluation criteria will be evaluated as follows:
  - Excellent - Significantly exceeds in all respects the specifications of the RFP; high probability of success; no significant weaknesses.
  - Very Good - Substantial response: meets in all aspects and in some case exceeds, the specifications of the RFP; high probability of success; no significant weaknesses.
  - Acceptable - Generally meets the specifications of the RFP; good probability of success; weaknesses can be readily corrected.
  - Marginal - Lack of essential information; low probability of success; significant weaknesses, but correctable.
  - Unacceptable - Fails to meet the specifications of the RFP; would need major revision to be acceptable.

These adjectival ratings are only guides to assist SEPTA in evaluating Proposals. They do not mandate the automatic selection or rejection of a particular Proposal or Proposer.

Proposals will be analyzed for conformance with the instructions and requirements of the RFP and contract documents. SEPTA reserves the right to request a Proposer to provide any missing information and/or to clarify any ambiguous or unclear matter.

The Price Proposals will not be opened until the Technical Evaluation Committee has concluded its technical evaluation of the Proposals. The Technical Evaluation Committee will open the Price Proposals and will determine which Proposals (if any) are within the competitive range as described in IP 12.2 (C), below. The Contract Administrator will



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make all decisions regarding the responsibility of Proposers. The Technical Evaluation Committee will also determine which Proposers will be invited for further discussions and negotiations, as described in IP 12.2 (D), below, and the recommended contract awardee, (if any), as described in IP 12.3 Award, below.

- B. If, after all Proposals have been evaluated, only one Proposal (both the Technical Proposal and Price Proposal) is determined to be acceptable without further discussion and/or negotiation, SEPTA may elect to award the Contract to that Proposer.
- C. However, if no Proposal is deemed to be acceptable without discussion and/or negotiation, those Proposers whose Proposals are determined by SEPTA to be within the competitive range will be contacted by SEPTA, in writing to formally schedule negotiations. Competitive range is determined by SEPTA and will be comprised of those Proposers who are determined to have a reasonable chance of being selected for award based on price as well as the technical evaluation factors. Notwithstanding the foregoing, SEPTA reserves the right to reject any and all Proposals, and to negotiate separately with any Proposer(s), if SEPTA determines that doing so would be in the best interests of SEPTA.
- D. The Proposers whose Proposals are determined to be within the competitive range will be notified in writing. Each such Proposer may be invited to SEPTA's offices to engage in negotiations and discussions of any facet of its Proposal.
- E. No information, financial or otherwise, will be provided to any Proposer about any Proposals from other Proposers. Proposers will not be given a specific price or specific financial requirements which they must meet to gain further consideration, except that proposed prices may be considered too high with respect to the marketplace or unacceptable. Proposers will not be told of their ratings among the other Proposers.
- F. After all negotiations and discussions have been completed; each of the Proposers within the competitive range with whom negotiations have been conducted will be afforded the opportunity to submit a BEST AND FINAL OFFER (BAFO), including Options. The BAFO shall be each Proposer's most favorable Price Proposal for the Technical Proposal and contractual terms which have been clarified and agreed upon during discussions and negotiations. The request for BAFOs will set forth the specific time and date for the submission of the BAFO. The BAFO (including Option) will be evaluated by SEPTA based upon which BAFO represents the "best value" to SEPTA by providing a combination of both price/cost and technical evaluation factors which SEPTA determines is in the best interests of, and the most advantageous to SEPTA.

### **IP 12.3 Award**

- A. SEPTA will make an award, if any, only to a Proposer who has been determined by SEPTA to be responsible and fully responsive to the RFP requirements, taking into consideration technical evaluations, discussions and negotiations, if conducted, and the BAFO (including Option), and whose Proposal represents the "Best Value" to SEPTA by providing a combination of both price/cost and technical evaluation factors that SEPTA determines is in the best interests of and the most advantageous to SEPTA.
- B. Staff will make a recommendation to SEPTA's Board of the Proposer who should receive the award of the Contract.



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## **IP 13 SEPTA Bid/Proposal Protest Procedure**

Bid/proposal protests relative to this procurement will be reviewed and adjudicated by SEPTA in accordance with the following Bid/Proposal Protest Procedure.

### **SEPTA BID/PROPOSAL PROTEST PROCEDURE**

#### **1.0 PURPOSE**

- 1.1 This section describes the policies and procedures governing the receipt and resolution of protests in connection with an Invitation for Bid (IFB) or Request for Proposal (RFP). This procedure is applicable to all procurements in excess of \$100,000. Bid/proposal protests for procurements of less than \$100,000 shall be informally handled by the Senior Director of Procurement or his/her designee.

#### **2.0 DEFINITIONS**

- 2.1 "Interested Party" means any bidders/proposers.
- 2.2 "days" means business days.
- 2.3 "Filed" means the date of receipt by The Office of SEPTA's Senior Director of Procurement or his/her designee (hereinafter Senior Director of Procurement).
- 2.4 "Federal/State Law or Regulation" means any valid requirement imposed by Federal, State, or other Statute or regulation.
- 2.5 "Presumptive Contractor" means the bidder/proposer that is in line for award of the contract in the event that the protest is denied.
- 2.6 "Protestant" is an Interested Party who is aggrieved in connection with the solicitation or award of a contract and who files a protest.

#### **3.0 TYPES OF PROTESTS/ TIME LIMITS**

- 3.1 **Pre-Bid/Proposal** Protest is based upon alleged restrictive specifications or alleged improprieties in SEPTA's procurement process. A Protestant must file a pre-bid/proposal protest no later than five (5) days prior to bid opening date by 4:30 p.m. Philadelphia prevailing time.
- 3.2 **Pre-Award** Protest is based upon alleged improprieties of a Bid/Proposal. A Protestant must file a pre-award protest no later than five (5) days after the Protestant knows or should have known of the facts giving rise thereto by 4:30 p.m. Philadelphia prevailing time.



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- 3.3 **Post-Award Protest** is based upon the award of a contract. A Protester must file a post-award protest no later than five (5) days after the notification to the unsuccessful firms of SEPTA's intent to award, or no later than five (5) days after an unsuccessful firm becomes aware of SEPTA's intent to award a contract, whichever comes first, by 4:30 p.m. Philadelphia prevailing time.

### **4.0 CONTENTS OF PROTEST**

- 4.1 Protests must be in writing, and filed directly with the Office of SEPTA's Senior Director of Procurement, at the address indicated in the solicitation, and must contain the following information:
- a. The name, address and telephone number of the Protester; and
  - b. Identity of the IFB or RFP (by number and description); and
  - c. A detailed factual statement of the grounds for protest; and
  - d. The desired relief, action or ruling.

### **5.0 ACTION BY SEPTA**

#### **5.1 Procurement Process Status**

Upon timely receipt of a protest, SEPTA will delay the opening of bids until after resolution of the protest for protests filed prior to the bid opening, or withhold award until after resolution of the protest for protests filed after bid opening. However, SEPTA may open bids or award a contract whenever SEPTA, at its sole discretion, determines that:

- a. The items or work to be procured are urgently required; or
- b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
- c. Failure to make prompt award will otherwise cause undue harm to SEPTA or a funding source.

If the protest is filed before the award of the contract, SEPTA will advise the Presumptive Contractor of the pending protest.

- 5.2 If deemed appropriate, SEPTA may conduct an informal conference on the merits of the protest with all Interested Parties invited to attend.



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### 5.3 Response to the Protest

SEPTA's Senior Director of Procurement will respond in detail to each substantive issue raised in the protest within a reasonable time after the protest is filed. SEPTA's response shall address only the issues raised originally by the Protestant.

When, on its face a protest does not state a valid basis for protest or is untimely, the Senior Director of Procurement may summarily dismiss the protest without requiring a detailed response.

### 5.4 Rebuttal to SEPTA Response

The Protestant may submit a written rebuttal to SEPTA's response, addressed to the Senior Director of Procurement, but must do so within five (5) days after receipt of the original SEPTA response. SEPTA will not address new issues raised in the rebuttal. After receipt of the Protestant's rebuttal, the Senior Director of Procurement will review the protest and notify the Protestant of his/her final decision.

### 5.5 Request for Additional Information

Failure of the Protestant to comply with a request for information as specified by SEPTA's Senior Director of Procurement, may result in determination of the protest without consideration of the additional information if subsequently produced. If any Interested Party requests information from another Interested Party, the request shall be made to SEPTA's Senior Director of Procurement, and, if SEPTA so directs, shall be complied with by the other party within five (5) days.

### 5.6 Request for Reconsideration

If data becomes available that was not previously known, or there has been an error of law, a Protestant may submit a request for reconsideration of the protest. SEPTA's Senior Director of Procurement will again review the protest considering all currently available information. The Senior Director of

Procurement's determination will be made within a reasonable period of time, and his/her decision will be considered final.

### 5.7 Decision

Upon review and consideration of all relevant information the determination as issued by SEPTA will be final.



*Southeastern Pennsylvania Transportation Authority*

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**6.0 CONFIDENTIALITY OF PROTEST**

Material submitted by a Protestant will not be withheld from any Interested Party, except to the extent that the withholding of information is permitted or required by law or regulation. If the Protestant considers that the protest contains proprietary material which should be withheld, a statement advising of this fact must be affixed to the front page of the protest submission and the allegedly protected information must be so identified whenever it appears.

**7.0 FEDERAL TRANSIT ADMINISTRATION (FTA) INVOLVEMENT**

Where procurements are funded by the FTA within five (5) business days from receipt of SEPTA's final decision, the Protestant may file a protest with the FTA only where the protest alleges that SEPTA failed to have or failed to adhere to its protest procedures or there was a violation of Federal Law or Regulation. Any protest to the FTA must be filed in accordance with FTA Circular 4220.1F.

**[END OF SECTION]**