



Monday, July 14, 2025

Dear Sir/Madam:

Attached is Addendum No. 1 to SEPTA's **Request For Proposal No. 25-00165-APES – SEPTA Philadelphia County ADA/SRP Paratransit Services**.

The deadline for receipt of proposals is hereby changed from **Friday, July 18, 2025, at 4:30 PM EST** to **Friday, July 25, 2025, at 4:30 PM EST**

Any inquiries regarding this opportunity must be directed to Paul Stavros of the Procurement and Supply Chain Management Department at (215) 580-3543 or pStavros@SEPTA.org.

Sincerely,

A handwritten signature in black ink that reads 'Paul Stavros' followed by a stylized flourish.

Manager, Technical Services Contract Administration
Procurement & Supply Chain Management Dept.

To All Proposers:

The following constitutes Addendum No. 1 to SEPTA Request For Proposal No.
25-00165-APES – SEPTA Philadelphia County ADA/SRP Paratransit Services.

This Addendum must be acknowledged by inserting the date of this Addendum next to “No. 1” in the Addenda Acknowledgement Form entitled “Addenda” and submitting with your Technical Proposal. Failure to do so may render your Proposal as non-responsive.

Questions, Answers, and Clarifications issued with this Addendum are hereby incorporated by reference and made part of the Terms and Conditions of this project.

A. General

1. The deadline for receipt of proposals is hereby changed from **Friday, July 18, 2025, at 4:30 PM EST** to **Friday, July 25, 2025, at 4:30 PM EST.**
2. Please find attached a 1-page Acknowledgement of Addenda form to be completed and provided with your proposal to acknowledge receipt and understanding of all Addenda issued by SEPTA for this RFP.
3. Please find attached Revised Price Proposal Forms for both Ph-3 & Ph-7, to reflect more accurate Estimated Revenue Hours.
4. Please find attached a “Ph 3 Productivity Reports” file, which contains FY experience for the last 12 months, of Hours, Miles, and trips. The figures in this report are also indicative of the experience that can be expected in Ph 7.

B. Questions (Q) & SEPTA’s Response (R)

1. Q: The RFP package contained Price Proposal templates for both PH-3 and PH-7, but these both appear to be for the larger scope contract option. Should one of these have roughly 60,000 hours listed in the “Estimated Revenue Hours (B)” row?

R: No.

2. Q: We don’t have the capacity for such a project at this time. Do you have a smaller size project (20 -30 vans) that we can write a proposal for?

R: Currently, no. However, our Bucks County Paratransit Services contract is coming up for renewal solicitation in 2027 and has a vehicle count in that range.

3. Q: Can you give me a little clarity on the (I. Proposal Security) paragraph? Are we to provide either a Bond OR Check, Or both?
R: Each Proposal must be accompanied by only one of the four (4) security types referenced in “I. Proposal Security”.
4. Q: Please provide the current contracted rates being paid for each service provided by the current contractor?
R: That information is not necessary for you to prepare your Proposal.
5. Q: Please provide the last 12 months of invoices.
R: That information is not necessary for you to prepare your Proposal.
6. Q: Confirming that the current average cancellation rate is 40%? Or is this a typo? (p. 11/43 – Scope of Services).
R: SOS language remains unchanged.
7. Q: In addition to the estimated hours provided, are there any new routes or service expansions planned under this contract?
R: Not at this time.
8. Q: Please provide total live hours and total deadhead hours for the past fiscal year.
R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.
9. Q: Confirming peak trips are 6:00 a.m. - 9:00 a.m. and 2 p.m. – 5 p.m. - Monday through Friday.
R: Please see Scope of Services page 4 of 53 for peak hours.
10. Q: Please provide total billable and non-billable hours accrued during the past fiscal year.
R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.
11. Q: Please provide hours, trips and miles for **Holidays** for the previous 12 months.
R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.
12. Q: Please provide the operating stats for at least the last 12 months
 - a. Hours Report
 - b. Miles Report**R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.**

13. Q: Please provide the amount of penalties (liquidated damages) by category assessed during the most recent twelve (12) month period.
R: That information is not necessary for you to prepare your Proposal.
14. Q: Please provide the current performance monitoring metrics for the last 12 months of the current contractor:
a. On time performance?
b. Notification
c. Safety (no more than 4 chargeable accidents per 100k miles)
R: That information is not necessary for you to prepare your Proposal.
15. Q: Please provide the Annual Productivity Report for Saturdays, Sundays and weekdays for the past year. (Service hours and revenue hours).
R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.
16. Q: Please provide the Trips Productivity Report for the past year for Saturdays, Sundays and weekdays. (PATRON trips and PASS trips).
R: See hours, miles, and trips on the attached Ph 3 Productivity Reports which also represent what can be expected under Ph 7.
17. Q: **Fleet:** How many vehicles will be provided to the Contractor for training during the startup period?
R: Please see Scope of Services, Section 20. Training Fleet
18. Q: **Fleet:** Please provide criteria for fleet replacement.
R: Federal and PA state regulations require SEPTA to utilize minibuses for a minimum useful life over 60 months.
19. Q: **Fleet:** For the fleet that will be replaced in 2025, will those vehicles still be in service at the start of the contract, or will they have already been replaced? (Across both fleet lists there are ~30 vehicles identified that are scheduled to be retired after FY2025.) Does this mean that those vehicles will only run 1 month as the contract starts on 11/24/2025? Or should one assume new fleet for those ~30 that are identified as aging out of service at year end?
R: FY 2025 vehicles should have already been replaced, but at most they will run for another month.
20. Q: **Fleet:** Please define routine vehicle repairs and maintenance vs. major vehicle repairs. Is there a dollar (\$) threshold?
R: See section 6.9.2, under "Fleet management". Major vehicle repairs refer to major accidents and engine replacements, with no dollar threshold.
21. Q: **Fleet:** Please provide a fleet plan that accommodates any planned service growth.
R: Current fleet is adequate for projected growth for life of the contract.

22. Q: Does the current provider use a Satellite Facility and if so, can you provide the current address?
R: Not relevant.
23. Q: **Operators:** Can you share the current percent of annual turnover of vehicle operators?
R: That information is unavailable.
24. Q: **Operators:** Have there been any driver retention or hiring issues in the past few years?
R: No more than usual for the industry.
25. Q: **Operators:** Please provide a current CBA, if drivers are represented by a Union.
R: Driver affiliation has nothing to do with SEPTA.
26. Q: Please provide a Seniority list with rates of pay for the current Contractors driver pool? If it isn't possible for you to provide the above request for the Seniority list with rates, can you please provide how many drivers for each number of years of experience per groups below:
a. 0-1 Years
b. 2-3 Years
c. 3-4 Years
d. 4-5 Years
e. 5-6 Years
f. 6+ Years
R: Pay rates and years of service are records maintained by the current Contractor.
27. Q: **Staffing:** Please provide current administrative staffing levels for the current contractor.
R: That information is not necessary for you to prepare your Proposal.
28. Q: **Staffing:** Is a current contractor permitted to share staff resources from other existing SEPTA contracts?
R: Contractor personnel can be shared between SEPTA Access/CCT contracts only, with the following position exceptions: Operations Supervisor, Lead Dispatcher, and Street Supervisors. However, loss of another SEPTA Access/CCT contract which was absorbing costs of a "shared staffing resource" shall not be justification for an increase in price.
29. Q: **General Information:** How are fares collected?
R: Please see Scope of Services Section 9.

30. Q: **General Information:** Confirming that contractor will pay for fuel.
R: **Please see Scope of Services Section 5.**
31. Q: **General Information:** Please provide a heat map of current trips.
R: **Not relevant.**
32. Q: **General Information:** Are there any current service challenges or gaps is SEPTA seeking to address?
R: **Please review our requirements in RFP and Scope of Services.**
33. Q: **General Information:** When does SEPTA's fiscal year end?
R: **June 30.**
34. Q: **Contract:** Page 2, Section 1-1 regarding two one-year extensions. Instead of "at SEPTA's sole discretion", would SEPTA agree to a mutual agreement of both parties?
R: **No.**
35. Q: **Contract:** Pages 40-43, Liquidated Damages, Section 16. Would SEPTA agree to a "not to exceed" annual total amount?
R: **No.**
36. Q: Please provide a current matrix of all tours showing VSH, Non VSH hours (Deadhead) for each day Monday through Friday, Saturday and Sunday and Holidays.
R: **See included hours, miles, and trips.**
37. Q: Please provide the CPI rate used each year during the current contract. If not, can you provide the current rates being paid for each service provided by the current contractor?
R: **Not relevant.**
38. Q: **Maintenance Question:** Can you provide a maintenance cost analysis for the past 12 months on the vehicle fleet?
R: **No.**
39. Q: **Maintenance Question:** Is there a target MDBF (Mean Distance Between Failure) metric that SEPTA is requiring contractors to meet?
R: **Current MDBF goal is 19,000 between failures.**
40. Q: **General Information Question:** Please confirm that only the following management positions will require a resume to be submitted with the proposal:
a. Project Manager
b. Operations Manager
c. Lead Mechanic
R: **Please see Scope of Services Section 1.**

41. Q: **General Information Question:** Is there an numerical evaluation criteria score/points allocation for each category of the proposal, that can be shared?
- R: **We use the Adjectives/procedures delineated in RFP “Section 2- Selection Process” to score proposals, not numbers.**
42. Q: What is the average trip distance for both ambulatory and non-ambulatory trips?
- R: **This information is not currently available.**
43. Q: Who are your current providers of this service, including subcontractors?
- R: **Easton Coach Co.**
44. Q: Can SEPTA provide performance data for the previous 12 months; to include OTP, no show/late cancellation rate, avg mileage and deadhead?
- R: **See included hours, miles, and trips.**
45. Q: Are there any costs for integration and ongoing maintenance with the current dispatch software? Will these costs be covered by The Agency?
- R: **Please see Scope of Services Section 7.**
46. Q: Can the Agency describe the following fare methods: Trailpasses, tokens and SEPTA Key. Is an integration required to process fares using SEPTA Key? Are the Trailpass and tokens serialized?
- R: **Fare integration is through SEPTA provided Demand Response Transit Software. SEPTA Key is a reloadable, contactless chip card. Trailpasses are loaded onto SEPTA Access key cards via the SEPTA Key website, SEPTA Key Call Center, SEPTA Sales windows, or through Corporate Programs and are recognized at the time of the trip through the Demand Response Transit Software. Tokens are no longer an accepted form of payment.**
47. Q: What is SEPTA's annual budget for these services?
- R: **That information is not relevant for you to prepare a proposal.**
48. Q: What are SEPTA's biggest pain points with this current service? What is SEPTA hoping to improve upon in the next contract?
- R: **That information is not relevant for you to prepare a proposal.**
49. Q: After SEPTA responds to vendors' questions in procurement is there an opportunity to ask clarifying follow up questions?
- R: **Unlikely due to our award timeline.**

50. Q: Can SEPTA make the prices and terms under this Agreement available to any other governmental entity, should any such governmental entity desire to purchase under the terms and conditions of this Agreement?

R: No.

51. Q: Can SEPTA provide the weighted score of each evaluation criteria?

R: No, as Adjectives are being used, not numbers.

52. Q: Can SEPTA provide the liquidated damages assessed to each provider in the current fiscal year?

R: No.

53. Q: With regards to insurance are subcontractors required to meet the \$10M aggregate General Liability?

R: All contract provisions flow-down to subcontractors unless stipulated otherwise in the contract.

54. Q: Can SEPTA provide the 2024 average cost per unlinked passenger trip?

R: That information is not relevant for you to prepare a proposal.

55. Q: Can SEPTA provide the average trip volume per day for the Shared Ride Program, along with the average trip cost and distance?

R: Average trip volume per day for the Shared Ride Program is 707.

56. Q: Following is our proposed/requested change:

Page 4: 9. b. **All undisputed** payments due to Contractor/Consultant under the Contract shall be made **on or before the 10th business day** ~~within thirty (30) calendar days~~ after written approval of Contractor/Consultant's invoice by SEPTA's Project Representatives.

R: Requested change denied.

57. Q: Following is our proposed/requested change:

Page 6: 15. Assignment of Rights, Delegation of Duties Restricted:

Contractor/Consultant shall not assign any rights arising under the Contract without the prior written consent of SEPTA **which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Contractor/Consultant may, without approval, assign the Contract to a parent company, subsidiary, related or affiliated company. Furthermore, the Contractor/Consultant shall have the right to assign or otherwise transfer this Contract in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all its assets.**

Contractor/Consultant shall not delegate, without the prior written consent of SEPTA, **which consent shall not be unreasonable withheld or delayed,** any duties in performance of services under the Contract.

R: Requested change denied.

58. Q: Following is our proposed/requested change:

Page 6, 16. Subcontracting:

a. Subcontracting Restricted

Beyond those subcontractors/subconsultants proposed by the Contractor/Consultant and made part of the Contract, Contractor/Consultant shall not subcontract any portion of the services which are the subject of the Contract without the prior written consent of SEPTA, **which consent shall not be unreasonably withheld or delayed.** Contractor/Consultant agrees to be fully liable and responsible for the acts and omissions of subcontractors and subconsultants just as Contractor/Consultant is for the acts and omissions of persons employed by Contractor/Consultant.

b. Award of Subcontracts and Other Contracts for Portion of the Work

(1) Any new, additional, or substituted subcontractor/subconsultant proposed by Consultant after the award shall be subject to the prior written approval of SEPTA's Project Representative **which approval shall not be unreasonably withheld or delayed.**

(2) Consultant shall not make any substitution of any subcontractor/ subconsultant or for any person or organization that has been previously accepted by SEPTA as part of the Contract unless and until requested to do so by SEPTA and/or unless such substitution is expressly approved by SEPTA in writing **which approval shall not be unreasonably withheld or delayed.** No increase in total contract price shall be allowed for any such substitution.

R: Changes Acceptable.

59. Q: Following is our proposed/requested change:

Page 8: 21. Termination for Convenience of SEPTA

Either party ~~SEPTA~~ shall have the right to terminate the Contract, in whole or in part, at any time by **sixty days** written notice to the **non-terminating party.** ~~Contractor/Consultant.~~ The Contractor/Consultant shall be paid all reasonable costs as determined by SEPTA in accordance with 48 CFR Subpart 31.2, that specifies the special treatment of certain costs under Subpart 31.2, Section 31.205-42, "Termination Costs."

R: Requested change denied.

60. Q: Following is our proposed/requested change

Page 9: 22. Termination of Contract for Cause

If ~~Contractor/Consultant~~ **either party** fails to remedy to **the non-defaulting party's** SEPTA's satisfaction the breach or default of any of the terms, covenants, or conditions of the Contract within ten (10) calendar days after receipt by **the notified party** ~~Contractor/Consultant~~ of written notice from **the non-defaulting party** SEPTA setting forth the nature of said breach or default ~~and/or if the Contractor/Consultant is suspended or debarred by any federal agency or by the Commonwealth of Pennsylvania, SEPTA~~ **the non-defaulting party** shall have the right to terminate the Contract without any further obligation to **the defaulting party.** ~~Contractor/Consultant.~~ Any such termination for cause shall not preclude

the non-defaulting party from SEPTA pursuing all available remedies against the defaulting party. ~~Contractor/Consultant.~~

If the Contractor/Consultant is suspended or debarred by any federal agency or by the Commonwealth of Pennsylvania, SEPTA shall have the right to terminate the Contract without any further obligation to Contractor/Consultant. Any such termination for cause shall not preclude SEPTA from pursuing all available remedies against Contractor/Consultant.

In the event that the non-defaulting party SEPTA elects to waive its remedies for any breach by the defaulting party ~~Contractor/Consultant~~ of any covenant, term or condition of the Contract, such waiver by the non-defaulting party SEPTA shall not limit the non-defaulting party's SEPTA's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Contract.

In the event that it is ultimately determined by SEPTA that the Contractor/Consultant was not in default or that the failure to perform arose out of causes beyond the control and without fault of the Contractor/Consultant, the termination shall be treated as one of convenience and the Contractor/Consultant's sole rights and exclusive remedies shall be those set forth in Paragraph 21.

The Contractor/Consultant will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

R: Requested change denied.

61. Q: Following is our proposed/requested change:

Page 9-10: 23. Indemnification

In addition to all other obligations of Indemnification specified herein, Contractor/Consultant agrees to release and be liable for and to defend, indemnify and save harmless SEPTA, its Board members, officers, agents, servants, workers, employees, subsidizers and indemnities, the Pennsylvania Department of Transportation, the City of Philadelphia and any and all government funding agencies providing funds or services in connection with this Project (hereinafter collectively referred to as "SEPTA"), from and against any and all loss, cost, damage, liability and expense, ~~including consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or otherwise, of any kind or nature whatsoever, including negligence, arising out of~~ **or caused by the negligence or willful misconduct of the Contractor/Consultant or its employees in the** performance of the work by reason of any accident, loss or damage of property, including the work site, property of SEPTA and Contractor/Consultant, or injury, including death, to any person or persons, including employees of SEPTA, Contractor/Consultant, which may be sustained either during the term of the Contract, ~~or upon or after completion of the Project,~~ whether brought directly by these persons or by anyone claiming under or through them including heirs, dependents and estates. **except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of**

SEPTA, its agents or employees; routing or scheduling; or Contractor/Consultant's good faith adherence to SEPTA's policies, procedures, or directives.

Contractor/Consultant also agrees for itself and on behalf of its agents, servants, subconsultants/ subcontractors, materialmen, and employees to defend, indemnify and hold harmless SEPTA from and against any and all claims of any kind or nature whatsoever regarding subconsultants/subcontractors and materialmen and agrees to assume the defense of SEPTA to any such suit at its cost and expense. The Contractor/Consultant further assumes the risk of loss and damage to materials, machinery, and equipment to be incorporated in the Work at all times prior to delivery to the Project site or while in the possession or under the control of the Contractor/Consultant.

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

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

R: Requested change denied.

62. Q: Following is our proposed/requested change:

Page 16: 31. Disputes

a. Disputes arising in the performance of the Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SEPTA's Assistant General Manager of Procurement & Supply Chain Management of Procurement. This decision shall be final and conclusive, unless within ten (10) calendar days from the date of receipt of its copy, the Contractor/Consultant or SEPTA Project Manager mails or otherwise furnishes a written appeal to the Assistant General Manager of Procurement & Supply Chain Management of Procurement. The Assistant General Manager of Procurement & Supply Chain Management of Procurement may authorize a representative not involved with the initial decision to review the appeal. In connection with any such appeal, the Contractor/Consultant or SEPTA Project Manager shall be afforded an opportunity to offer evidence in support of its position. The decision of the Assistant General Manager of Procurement & Supply Chain Management of

Procurement, or his/her authorized representative, shall be the final determination of SEPTA. Nothing in this paragraph is meant to limit either parties rights to pursue any action in a court of law.

R: Requested change denied.

63. Q: Following is our proposed/requested change:
Page 19: 40. Liquidated Damages—see Scope of Services, Item 16 Procedures and Item 16A. Assessment of Liquidated Damages

R: Where the title of item “40. Liquidated Damages” references “see Scope of Services”, it refers to Item 16 of the Scope Of Services which contains both Liquidated Damages Procedures and Liquidated Damages Assessments.

64. Q: Following is our proposed/requested change:
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 reference **RFP 25-00165-APES, Philadelphia County ADA/SRP Paratransit Services.**

R: The striking out of “policies or” is acceptable, but “copies of” will remain in the language.

65. Q: Following is our proposed/requested change:
C. ADDITIONAL INSURED 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.~~

R: The striking out of the entire sentence as follows is acceptable: ~~SEPTA must be provided with true copies of declaration pages and policies of insurance upon request.~~

66. Q: Following is our proposed/requested change:
F. SELF-INSURANCE RETENTION LANGUAGE

~~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.~~

R: Requested change denied.

67. Q: Following is our proposed/requested change:
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.

R: Requested change denied.

68. Q: Following is our proposed/requested change:

~~4. EMPLOYMENT PRACTICES LIABILITY COVERAGE~~

~~Coverage for wrongful acts of discrimination based on race, religion, sex, sexual orientation, sexual harassment, age, physical or mental handicap. Coverage should also be included for third party claims.~~

R: Requested change denied.

69. Q: Following is our proposed/requested change:

5. PHYSICAL DAMAGE COVERAGE (on automobile or property)

Not more than ~~\$1,000.00~~ Comprehensive Deductible on each vehicle. (on Automobile or Property). Not more than ~~\$1,000.00~~ Collision Deductible on each vehicle.

R: Requested change denied.

70. Q: **Lease Agreement for Paratransit Vehicles: Requested Modifications**

12. Release.

Contractor, intending to be legally bound, hereby remises, releases and forever quit claims and discharges SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, ~~even if SEPTA is negligent in whole or in part~~, from and against any and all claims, losses, demands, damages, suits, liabilities, consequential damages (including lost profit and lost revenue), charges, penalties, fines, settlement payments or expenses (including, but not limited to, the fees and costs incurred for attorneys and other professionals), whether known or unknown, accrued or unaccrued, or suspected or unsuspected, relating to, in connection with, or arising out of bodily injury, sickness, disease or death, loss of income, loss of property, loss of use of property, or damage to or destruction of property (including property of third parties) arising from the Lease and/or Contractor's operation, maintenance, repair, or use of the Vehicles.

R: Requested change denied.

71. Q: **Lease Agreement for Paratransit Vehicles: Requested Modifications**

13. Indemnification.

In addition to all obligations of indemnification specified in the Agreement, Contractor will fully release and defend, indemnify and hold harmless SEPTA including, but not limited to, its Board members, employees, servants, officers, agents, workers, contractors, subcontractors, consultants, licensees, invitees, successors and assigns, ~~even if SEPTA is negligent in whole or in part~~, from and against any and all claims, demands, actions, suits, losses, costs, damages, liabilities, including, but not limited to, consequential damages, counsel fees, whether or not arising out of any claim, suit or action at law, in equity, or

otherwise, of any kind or nature whatsoever, ~~including but not limited to negligence, that may be committed by or asserted against SEPTA and/or any or all of the aforementioned~~ by reason of any accident, loss or damage to property or injury to any person or persons including, but not limited to, employees of SEPTA and Contractor that may occur either before or during the term of the Lease, or upon or after its completion, arising from the Lease and/or Contractor's operation, maintenance, repairs or use of the Vehicles, its officers, subcontractors of any tier and/or their agents, servants, workers or employees or any other persons working on their behalf, whether brought directly by any person or by anyone claiming under or through them including, but not limited to, subrogees, personal representatives, heirs, dependents or estates.

Contractor also will itself and on behalf of its employees, Board members, officers, agents, servants, contractors, licensees and invitees release, indemnify, defend, and hold harmless SEPTA, ~~even if SEPTA is negligent in whole or in part~~, for any claims made by an employee, Board member, officer, agent, worker, subcontractor or servant of Contractor, including claims for compensation or benefits payable to any extent by or for Contractor under workers' or similar compensation acts or other employee benefit acts, and Contractor expressly waives its statutory protection under § 303(b), as amended, of Pennsylvania's Workers' Compensation Act, 77 P.S. § 481(b).

Contractor shall be expressly liable for any and all injuries (including death) to person's including, but not limited to, SEPTA's employees, Contractor's employees, or damage to property of whatever kind or nature, resulting directly or indirectly, ~~by reason of any act or omission on the part of SEPTA, its Board members, officers, agents, indemnities, servants and/or employees,~~ the Contractor, including its employees, agents contractors, licensees and invitees in connection with its performance under the Lease.

R: Requested change denied.

72. Q: Lease Agreement for Paratransit Vehicles: Requested Modifications

15. Assignment Of Rights; Delegation of Duties.

a. Contractor shall not sell, assign, transfer, or dispose of any interest in the Lease without the prior written consent of SEPTA, and such consent shall not be unreasonably withheld. ~~SEPTA shall not be obligated to give such consent.~~

R: Requested change denied.

****** End Addendum ******