

**The Philadelphia Parking Authority
701 Market Street, Suite 5400
Philadelphia, PA 19106**

**Bid No. 22-19
Bottled Water 2022 - Reissue
Addendum One**

To: See Email Distribution List

From: Shannon Stewart
Manager of Contract Administration

Date: January 17, 2023

No Pages: 2 plus Appendix A

This addendum is issued on January 17, 2023, prior to the bid due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective bidders regarding the work included in the above referenced solicitation.

CHANGES TO THE BID DOCUMENT

1. **Appendix C of the bid document, Insurance Requirements, has been updated. Please see Appendix A of this addendum.**
2. **The delivery address referenced in Part IV – Work Statement of the bid document has been updated to Authority’s Taxi and Limousine Division, 2415 S. Swanson Street, Philadelphia, PA 19148.**

QUESTIONS

1. **Question:** As far as the deliveries go, do they have to be done in just three deliveries, is there flexibility in that, or it has to be done in just three deliveries?

Response: The Authority intends to have two to three shipments per year. That is based on the Authority, because we distribute these bottles of water to multiple departments in the Authority and our On-street employees. There are no set times of the year. The Authority will schedule deliveries in advance with the selected bidder. Deliveries will be spread out throughout the year versus one large shipment.

2. **Question:** Is there any additional equipment that’s needed, or is it just a product-only agreement?

Response: No additional equipment is necessary.

3. **Question:** Would you need a refrigerator or anything like that?

Response: No, this bid is for cases of bottled water only.

4. **Question:** Why was the bid reissued?

Response: The bid was reissued, because the Authority did not receive any responsive bids the first time the solicitation was issued. To clarify, to be a qualified bidder, the bid must be submitted by a responsive and

responsible bidder. The bid needs to meet all of the administrative requirements, all Work Statement requirements, and all forms must be properly filled out.

5. **Question:** Can you clarify just as far as samples go how do they need to be packaged or sealed, or can we drop them off like if we had them in case form, can we drop off a case, or they have to be wrapped?

Response: Samples must be submitted by Friday, January 27, 2023 no later than 12:00 PM. Bidders must submit a case of water with Bidder's identification on the case. Cases of water must be submitted in a box clearly marked (handwritten, not typewritten) "Bid No. 22-19 Bottled Water 2022 – Reissue." Please refer to Part I-22 of the bid document.

6. **Question:** Is the PPA willing to work with bidders on the contract language?

Response: Any exceptions or requested changes to the contract must be clearly noted in the bid to be considered. Please refer to Part II-5 of the bid document.

END OF ADDENDUM ONE

Appendix A
Insurance Requirements

THE PHILADELPHIA PARKING
AUTHORITY
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REQUIREMENTS

Prior to commencement of the contract and until completion of your work, **Company** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of "A-: Class VII" or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an "occurrence" basis (exception – professional liability may be written on a "claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen's and Harbor Workers' Coverage.
 - a) Workers' Compensation Coverage: Statutory Requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000
 - b) General Aggregate must apply on a Per Location Basis as applicable.
 - c) Owner must be named as additional insured as shown in requirement #6.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)
 - a) Coverage to include:
 - (1) All Owned, Hired and Non-Owned Vehicles
 - (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)
 - b) Per Accident Combined Single Limit: \$1,000,000
 - c) Owner must be named as additional insured as shown in requirement #6.

4. Deductibles or Self Insured Retention's: **Company** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

5. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher

6. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania

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its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above. **Company's** coverage shall be primary and non-contributory to any other coverage available to Philadelphia Parking Authority, including, without limitation, coverage maintained by Philadelphia Parking Authority wherein Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.

7. It is agreed that **Company's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
8. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** waives all rights of recovery against The Philadelphia Parking Authority and all additional Insureds for loss or damage covered by any of the insurance maintained by **Company** pursuant to this Contract.
 - b) **Company** and its respective insurance carriers hereby waive all rights of subrogation against The Philadelphia Parking Authority and all additional insureds for loss or damage covered by any of the insurance maintained by **Company** Pursuant to this contract.
 - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insured's of such policies will cause them to be endorsed.
9. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Company**.

None of the requirements contained herein as to the types, limits, or Philadelphia Parking Authority's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with **Company**, or otherwise provided by law.

10. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statue shall be its own responsibility and at its own expense.
11. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.
12. Prior to the commencement of work or use of premises, **Company** shall file Certificates of Insurance with The Philadelphia Parking Authority, which shall be subject to The Philadelphia Parking Authority's approval of adequacy of protection and the satisfactory character of the insurer. The Certificates of Insurance should be mailed within five days of receipt of these insurance requirements to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, regardless of when your work will start. Project description and Job Number must be shown on the Certificate of Insurance.

In the event of a failure of **Company** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, The Philadelphia Parking Authority shall have the right (but not the obligation) to take

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out and maintain the same for all parties on behalf of **Company** who agrees to furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

13. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** will be liable to the Philadelphia Parking Authority for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless the Philadelphia Parking Authority provides **Company** with a written waiver of the specific insurance requirement.
14. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
15. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
16. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of **Company** to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.