

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

**RFP No. 21-03**

**Parking Access and Revenue Control Equipment for Center City Garages 2021  
Addendum One**

To: See Email Distribution List

From: Mary Wheeler  
Manager of Contract Administration

Date: May 20, 2021

No Pages: 1 plus Insurance Requirements

This addendum is issued on Wednesday, May 20, 2021 prior to the proposal due date to add, delete, modify, clarify and/or to respond to questions submitted by prospective Offerors regarding the work included in the above referenced solicitation.

**CHANGES TO THE RFP DOCUMENT**

1. Part II-2 Transmittal Letter (Tab A) has been revised to read:

**II-2. Transmittal Letter (Tab A).**

Submit a cover letter, signed by an authorized principal or agent of the Offeror, which provides an overview of the respondent's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal. Include a statement by the Offeror accepting all terms and conditions contained in this RFP, signed by an officer or individual with authority to bind the company.

Based on interruptions occurring in supply chains throughout different industries nationwide, please explicitly describe how these issues are impacting the way you service your existing clients and how this will impact this project both initially and in the foreseeable future.

The letter must also include any projects that were not completed with an explanation of the circumstances that lead to the non-completion.

2. Insert the attached Appendix C into the proposal document.

**END OF ADDENDUM ONE**

# Appendix C

## Insurance Requirements

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Prior to commencement of the contract and until completion of your work, **Vendor** 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 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.
  - c) Owner must be named additional insured as shown in requirement #11.
  
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 Vehicle
    - (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 additional insured as shown in requirement #11.
  
4. Excess/Umbrella Liability Insurance: with a minimum acceptable limit of coverage of \$5,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employers liability as required by this contract. Owner must be named as additional insured as shown in requirement #11.
  
5. Professional (E&O) Liability Insurance: with minimum acceptable limits of \$5,000,000 per claim and aggregate. Claims-made is acceptable.

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6. Cyber Liability Insurance: including 3rd party privacy, with minimum limits of \$5,000,000. Owner must be named as additional insured as shown in requirement #11.
7. Installation Floater: In effect at all times during the scope of this project in an amount equal to the value of this project.
8. Crime Insurance: including coverage for Employee Theft of Client Property, with minimum limits of \$1,000,000. Owner must be added as a Loss Payee.
9. Deductibles or Self-Insured Retentions: **Vendor** is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
10. 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
11. The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above even for claims regarding their Sole Negligence. **Vendor'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.
12. It is agreed that **Vendor'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.
13. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Vendor** 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 **Vendor** pursuant to this Contract.
  - b) **Vendor** 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 **Vendor** 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 insureds of such policies will cause them to be endorsed.
14. 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 **Vendor**.

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

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15. 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.
16. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
17. Prior to the commencement of work or use of premises, **Vendor** 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 **Vendor** 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 out and maintain the same for all parties on behalf of **Vendor** 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.

18. Failure of **Vendor** to obtain and maintain the required insurance shall constitute a breach of contract and **Vendor** 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 **Vendor** with a written waiver of the specific insurance requirement.
19. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Vendor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Vendor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
20. **Vendor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Vendor**. The subcontractor's insurance must name the PPA as additional insured. **Vendor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
21. Failure of **Vendor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Vendor** of any breach by **Vendor** 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 **Vendor** 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 **Vendor** and independent of the duty to furnish a copy or certificate of such insurance policies.