

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

**RFP No. 21-07  
Vehicle Recovery and Heavy-Duty Towing Services  
Addendum Two**

To: See Email Distribution List

From: Mary Wheeler  
Manager of Contract Administration

Date: May 6, 2021

No Pages: 2 plus Exhibit A

This addendum is issued on Thursday, May 6, 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.

**QUESTIONS**

1. **Question:** We are requesting relief from Item # 5, \$5,000,000 Excess/Umbrella Insurance.

**Response:** Please see attached Exhibit A for updated insurance requirements.

2. **Question:** During the application process through the City of Philadelphia’s Department of Licenses and Inspections, I was advised by an employee of the City of Philadelphia’s Department of Licenses and Inspections that this license was only issued to businesses with addresses in the City of Philadelphia for the handling of hazardous materials at that specific address. She continued by stating that this Hazardous Materials License did not cover the transportation of hazardous materials. My company is certified through the Federal Motor Carrier Safety Administration to transport hazardous material, and my company employee’s drivers with the hazardous material endorsement on their commercial driver’s license. If the city will not issue this license due to the fact that my company will not be handling hazardous materials at a specific address; how should I proceed to ensure a responsive bid is submitted to the Philadelphia Parking Authority?

**Response:** Individual operators must have a hazmat endorsement. It is the responsibility of the company to ensure that the driver handling the hazardous material has the required endorsement. Please provide a permit for the storing of the hazardous material from the city or township that you operate in.

3. **Question:** Is the year end federal tax return sufficient to submit for #11 under the financial statements tab J?

**Response:** Year-end federal tax returns would be sufficient if balance sheets and income statements are included. Also, some type of compilation of statements or review of statements would be acceptable.

4. **Question:** How many companies are you considering awarding the contract to? If it is more than one will the companies be on a rotation basis or a location basis?

**Response:** This will be determined after proposals are received.

5. **Question:** Do you have an example of a tabbed electronic version of the RFP Proposal you can send so we can see the exact format you are looking for when we email back the proposal?

**Response:** The tabbed format for the electronic version of the RFP should have a blank page that says only TAB X, followed by the supporting documentation.

**END OF ADDENDUM TWO**

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS – RFP 21-07  
HEAVY DUTY MOTOR VEHICLE TOWING & RECOVERY 2021

Prior to commencement of the contract and until completion of 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 (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional and environmental/pollution 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 #8.

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 #8.

4. Garagekeepers Liability: Evidence of Comprehensive and Collision coverages for the duration of time when Authority vehicles are in **Vendor’s** care, custody, or control. (Note: it is acceptable if this is included in **Vendor’s** Auto policy).

5. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$2,000,000 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 #8.

6. 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.

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS – RFP 21-07  
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7. 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
  
8. 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. **Vendor's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
  
9. 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.
  
10. 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 insured's of such policies will cause them to be endorsed.
  
11. 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**.
  
12. 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.
  
13. The carrying of insurance shall in no way be interpreted as relieving **Vendor** of any responsibility or liability under the contract.
  
14. 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

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furnish all necessary information thereof and to pay the cost thereof to The Philadelphia Parking Authority immediately upon presentation of an invoice.

15. 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.
16. 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.
17. If work involves subcontractors, **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.
18. 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.