

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

**RFP No. 21-20
Legal Services 2021
Addendum One**

To: See Email Distribution List

From: Mary Wheeler
Director of Procurement

Date: November 10, 2021

No Pages: 3

This addendum is issued on November 10, 2021 prior to the bid 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. The proposal due date has been extended to Wednesday, November 17, 2021 at 2:00 PM.

QUESTIONS

1. **Question:** Regarding Part II, Section 11-3 (b) of the RFP states the following: "The law firm will evidence experience representing at least 3 other local or state government agencies in Pennsylvania involving areas of the law identified above and provide references for any agency cited."

Our firm has been representing the City of Philadelphia for over 20 years and the PPA since 2016 in defense of workers' compensation cases. In such a circumstance, can this requirement be waived?

Response: In such a case, satisfying this requirement should not be a burden. Please remember, some members of the Evaluation Committee have been with the Authority for a shorter period than others. Those evaluators may never have interacted with your firm.

2. **Question:** Should the budget be address in Tab D, "Workers' Compensation and Employer Liability Response or Tab L, "Proposal Form"?

Response: The budget should be addresses in Tab L, Proposal Form.

3. **Question:** Also, for Tabs E-K, I simply indicate "Company Name" is not seeking to represent the Parking Authority in the XXXXXX area of law."

Response: That is acceptable.

4. **Question:** Can you please provide contact information for Traveler's Insurance to begin the approval process?

Response: PPA is the initial point of contact for adding firms to Travelers' panel. Once a request has been initiated, the vetting process begins.

5. **Question:** Regarding the process of being approved by Traveler's: Can you please provide the amount of the PPA's SIR and does the PPA use a third-party administrator?
Response: PPA has deductibles for its lines of coverage with Travelers: Auto Liability - \$100k; General Liability - \$100k; Employers Liability - \$300k; Workers Compensation - \$300k. Travelers administers the PPA's workers compensation program.

6. **Question:** In regard to RFP No. 21-20, Section II-9 f, would the Philadelphia Parking Authority accept a proposal from a firm that is 26.5 miles away from the Authority Headquarters at 701 Market Street, Philadelphia?
Response: This requirement remains unchanged.

7. **Question:** What is the deadline for the hard copy?
Response: There is not a deadline for the hard copy of your proposal as long as your proposal is received via email before 2:00 PM on Wednesday, November 17, 2021.

8. **Question:** In Paragraph 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 . . . "

Our insurance broker points out that employer liability limits are typically found in a Property & Casualty policy, rather than an Employment Practices Liability policy.

Our firm carries sufficient coverages for both Workers' Compensation and Employers Liability, where both are grouped under our Property & Casualty proof of insurance Coverage C. Will this be a problem in confirming coverage without a standalone policy?

Response: Non-issue.

9. **Question:** In paragraph no. 2, Commercial General Liability, item (1) General Aggregate requires \$2M in coverage. We have a policy with a \$1M General Aggregate limit, however, we have a \$20M Umbrella limit above that \$1M primary. Could you please confirm that our CGL coverages are acceptable?

Response: Acceptable.

10. **Question:** In paragraph #8, it is stated that, "The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania, and the Division of Aviation its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSUREDS on the policies as noted above ..."

Those policies which are noted above that specifically require that owner be named as an additional insured include Commercial General Liability (para. 2); Automobile Liability (para. 3); and Excess/Umbrella Liability Insurance (para. 5).

Because Paragraph nos. 1 and no. 4 do not specifically require that the owner be named an additional insured, is it proper for us to assume that the Additional Insured requirement was omitted purposefully from those paragraphs? If our assumption is incorrect, our brokers and our carriers have advised us that we are not able to name PPA as an additional insured for those lines of insurance. Please give us guidance how to proceed if PPA intends that we agree to name it as an additional insured for Workers Compensation, Employers Liability and Professional Liability.

Response: Additional insured is specific to #2 (CGL), #3 (AL), and #5 (EXC, Umb).

11. Question: In paragraph no. 10, Waiver of Rights of Recovery and Waiver of Rights of Subrogation, sub-paragraphs 10b and 10c state:

“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.

The insurance providers of our E&O policy will not agree to waive rights of subrogation. Thus, we are unable to agree to this requirement. Could you please give us guidance how to proceed regarding this line of insurance?

Response: Acceptable with respect to E&O only.

12. Question: Regarding the other lines of insurance, our broker has counseled us to refrain from providing such a waiver. Please advise if PPA is willing to waive this subrogation requirement.

Response: Not willing to waive the requirement.

13. Question: Para. 14 addresses Certificates of Insurance. Does this requirement pertain to our professional services? If so, in as much as each file assignment is different and theoretically a new project and job, could you give us a generic project description and job number to enable us to obtain the requisite certificates?

Response: PPA is willing to accept a certificate of insurance evidencing coverage and referring to the overall Contract # as the job.

14. Question: Concerning Paragraph 15, Indemnity, in the Sample Contract (Appendix B), the language is so broad in scope that we would be obligated to indemnify the PPA without any regard to OUR fault. We are willing to agree to indemnify the PPA when we are negligent and where the PPA was not, but the language “whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties” makes us serve as a guarantor and to be strictly liable to the PPA. Would the PPA allow us to propose alternative indemnity language that would follow common law principles of indemnity?

Response: Any proposed changes to the sample contract must be clearly noted in Tab N of the proposal.

END OF ADDENDUM ONE