

PROCUREMENT DEPARTMENT
Rm 120 Municipal Services Building
Philadelphia, PA 19102-1685
FAX: (215) 686-4716

CITY OF PHILADELPHIA

Trevor Day
Procurement Commissioner

September 29, 2016

BID NUMBER: T7PD0200
TITLE: Rental of New and Used Vehicles
DEPARTMENT: Police Department
DATE TO OPEN: October 19, 2016 at 10:30 AM

ADDENDUM # 1

TO ALL BIDDERS:

You are hereby notified of the following changes to the above mentioned bid:

Delete paragraph 2.2.2.1 and replace with the below:

2.2.2.1 It is understood and agreed that the City's total liability for physical damage to a rented and/or leased vehicle under this contract will not exceed the sum of \$500.00 for any one (1) leased vehicle per accident.

Delete paragraph 3.2.5 and replace with the below:

3.2.5 Insurance

Unless otherwise specified, the successful Respondent (referred to in this Section as "Contractor") shall, at its sole cost and expense, procure and maintain in full force and effect, during the entire period of the contract (including any applicable warranty and/or Additional Terms) the minimum types of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the Commonwealth of Pennsylvania and shall be acceptable to the City. All insurance required herein

shall be written on an "occurrence" basis and not a "claims-made" basis.

The City of Philadelphia, its officers, employees and agents are to be named as additional insureds on all policies required hereunder, except the Worker's Compensation and Employers' Liability. Also, an endorsement is required stating that the coverage afforded these parties as additional insureds will be primary to any other coverage available to them. The City's coverage as an additional insured shall be primary coverage. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. Certificates of insurance evidencing the required coverages shall be submitted to the City within fifteen (15) days of notice of contract award.

The City reserves the right to require the contractor to furnish certified copies of the original policies of all insurance required hereunder at any time upon fifteen (15) days prior written notice. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this contract by the contractor to the City or to limit the contractor's liability under this contract to the limits of the policies of insurance required to be maintained by the contractor hereunder.

(a) WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

1. Workers Compensation: Statutory Limits
2. Employers Liability: \$500,000 each Accident – Bodily Injury by Accident; \$500,000 Each Employee – Bodily Injury by Disease; \$500,000 Policy Limit – Bodily Injury by Disease.
3. All states endorsement including Pennsylvania

(b) GENERAL LIABILITY INSURANCE

1. Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
2. Coverage: Premises operations; Blanket contractual liability; Personal injury liability (employee exclusion deleted); Products and completed operations; Independent Contractors as additional insureds;

Employees as insureds; Cross liability; and Broad form property damage (including loss of use) liability; Asbestos abatement liability coverage (Note: Required for asbestos abatement projects only).

(c) **AUTOMOBILE INSURANCE**

1. Limit of liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
2. Coverage: Owned, non-owned, hired, leased and rented vehicles.
3. Comprehensive and Collision Coverage.

Comprehensive/Collision - \$500 Deductible

Fire, theft and Comprehensive to full cost of replacement of vehicles.

(d) **Additional Condition of Rental and Lease Vehicles**

In the event of any collision involving a rental or lease vehicle, the City of Philadelphia reserves the right to (a) make an independent appraisal of the damage to the rental or leased vehicle by appropriate officials from the City of Philadelphia's Office of Fleet Management; and (b) perform any and all minor repairs at the City's sole cost and expense on any vehicle where the appraisal estimate amounts to \$500.00 or less.

In no event may repairs be effected to any rented or leased vehicle by any party until an independent appraisal is made of the vehicle by the City of Philadelphia.

It is understood and agreed that the City's total liability for physical damage to a rented or leased vehicle under this agreement will not exceed the sum of \$500.00 for any one rented or leased vehicle per accident.

No contract will be executed nor purchase order issued unless and until all required certificates of insurance, in the required amount,

are received. All insurance **MUST** meet the following requirements:

- Insured must be in the same name and address as the Bidder.
- The insurance carrier must be rated “A” or better by AM Best
- The certificate holder must be the City of Philadelphia, and specifically named as an additional insured on the certificate of insurance in the “Description of Operations section”.
- Certificate of insurance must be signed by an authorized representative of the insurance company/carrier.

All certificates of insurance are to be sent to the Procurement Department to the attention of the buyer and approved by Risk Management, 1401 J. F. Kennedy Blvd., Philadelphia, PA 19102.

Certificates of insurance evidencing the required coverage must specifically reference the City contract number for which they are being submitted.

3.2.5.1 Self-Insurance Requirements

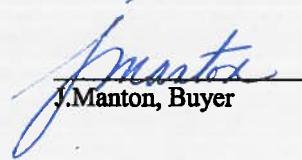
In the event the Bidder desires to self-insure any of the coverages listed hereunder, it shall submit to the Responsible Official and the City’s Risk Management Division, prior to Bidder’s commencement of Services or delivery of Materials hereunder, a certified copy of Bidder’s most recent audited financial statements and such other evidence of its qualifications to act as a self-insurer (i.e. state approval) as may be requested by the City. If Bidder self-insures its Automobile Liability and/or Workers Compensation and Employers Liability insurance, Bidder must furnish a current copy of the letter of approval from the State Insurance Commissioner and/or a letter verifying the self-insurance status from an officer of the Bidder, whichever is appropriate for the coverage self-insured.

It is understood and agreed that the City, its officers, employees and agents, shall be entitled to receive the same coverage and benefits under Bidder’s self-insurance program that they would have received

had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City.

The insurance (including self-insurance) requirements set forth herein are not construed to modify, limit or reduce the indemnification made in the Contract by Bidder to the City or to limit Bidder's liability under the Contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Bidder hereunder.

Please sign, date and return this addendum with your bid to the Procurement Department, 1401 J.F.K Boulevard, Bid Room 170A, Philadelphia, PA 19102-1685 as it now becomes a part of the proposal.



J. Manton, Buyer

AUTHORIZED SIGNATURE

FIRM NAME (PRINT)

DATE

JM/ jb