



**Philadelphia Parking Authority**  
***Request for Proposal***

**Microsoft Dynamics GP Software Purchase**

**RFP No. 15-14**

**Issue Date: August 17, 2015**

**The Philadelphia Parking Authority is seeking proposals from qualified Microsoft Dynamics GP resellers for the procurement of Microsoft Dynamics GP software and licenses.**

**The Philadelphia Parking Authority requests that responses be submitted by:**

**2:00 PM EST on September 15, 2015**

**Delivery Instructions:**

**Proposals may be Mailed or Hand Delivered**

All copies of the RFP must be submitted to:

Mary Wheeler  
Manager of Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Email: [mwheeler@philapark.org](mailto:mwheeler@philapark.org)

**Fax responses will NOT be accepted**

THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET – SUITE 5400  
PHILADELPHIA, PA 19106

REQUEST FOR PROPOSALS – MICROSOFT DYNAMICS GP SOFTWARE PURCHASE  
PROPOSAL No. 15-14

## INSTRUCTIONS TO PROPOSERS

### SUMMARY

- When:** Proposals must be submitted by 2:00 PM, Tuesday, September 15, 2015.
- Where:** Philadelphia Parking Authority  
Attention: Mary Wheeler, Manager Contract Administration  
701 Market Street, Suite 5400  
Philadelphia, PA 19106
- How:** Proposals must be sealed and delivered via certified mail, return receipt requested (to include delivery services) or by hand-delivery. Whether mailed or hand-delivered, all envelopes must display the vendors name and be boldly and clearly marked (*not* typewritten) "Microsoft Dynamics GP Software Purchase - RFP No. 15-14". All proposals must be presented with one (1) original and six (6) copies, individually numbered, one copy in a single-sided loose leaf binder, suitable for photocopying, and an electronic version containing one PDF file.
- Pre-Proposal Meeting:** A mandatory Pre-Proposal Meeting will be held in the main office of the Authority, located at 701 Market Street, Suite 5400, Philadelphia, PA 19106 on Tuesday, September 1, 2015 at 11:00 AM. All vendors wishing to submit a proposal are required to attend the pre-proposal meeting either in person or via conference call. Call in number: 1.877.820.7831 Passcode: 558753

### 1. Introduction & Background:

This Request for Proposals (RFP) is being issued by the Philadelphia Parking Authority (the "Authority"). The Authority is soliciting written proposals from qualified vendors to acquire Microsoft Dynamics GP Software. The successful proposer will provide services associated with the procurement of Microsoft Dynamics GP Software and licenses (Microsoft GP) pursuant to this RFP and subsequent Contract with the Philadelphia Parking Authority.

The mission of the Philadelphia Parking Authority is accomplished by supporting the region's economic vitality through the provision of comprehensive parking, regulatory and transportation

MICROSOFT DYNAMICS GP SOFTWARE PURCHASE

PROPOSAL No. 15-14

INSTRUCTIONS TO PROPOSERS

PAGE 1

services. A focus on improved access, greater mobility, and increased vehicular and pedestrian safety are the guiding principles of our programs. The organization employs approximately 1100 people working at multiple locations such as 701 Market Street (HQ), Philadelphia International Airport and various facilities located throughout the City of Philadelphia.

In June 2014, the Philadelphia Parking Authority (Authority) issued a Request for Information (RFI) regarding a comprehensive financial software solution for its Human Resources, Finance, Payroll and Procurement departments.

The Authority's primary objective in implementing a new system is to provide a more integrated information system environment that will eliminate the redundant entry of data, provide improved system capabilities, provide improved access to data, and streamline overall operations.

As a result of the submitted information and subsequent research, the Authority has selected Microsoft Dynamics GP as their desired software solution.

The sole contact at the Authority shall be Mary Wheeler, Manager of Contract Administration, at 701 Market Street, Philadelphia, PA 19106 or via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org). As a Request for Proposals (RFP), this is not an invitation to bid and although price is very important, other pertinent factors will be taken into consideration.

## **2. Procurement Questions:**

Prospective Proposers are encouraged to submit questions concerning the RFP in writing no later than Tuesday, September 8, 2015 at 2:00 PM. Questions concerning this RFP are to be submitted in writing via email to Mary Wheeler at [mwheeler@philapark.org](mailto:mwheeler@philapark.org) with "RFP No. 15-14 Microsoft Dynamics GP Software Purchase" listed in the subject line. Only questions submitted in writing will be addressed. The Authority will answer all questions in writing. Any furnished answers will not be official until they have been verified, in writing, by the Authority. The Authority shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Authority. The Authority does not consider questions to be a protest of the specifications or of the solicitation.

## **3. Proposal Conditions:**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by 2:00 PM on Tuesday, September 15, 2015. Each proposer shall submit to the Authority the information and forms required, which forms and information shall become the property of the Authority and will not be returned to proposers, unless a written request to withdraw is received prior to the opening of proposals.

## **4. Signatures Required:**

The proposals *must* be signed in ink in all spaces where signatures are required. In cases of corporation, the signature must be that of a duly authorized officer of the corporation and officer's title must be stated. In cases of partnerships, the signature of a general partner must follow the firm name, using the term "A Member of Firm." In cases of an individual use the term "dba" (Company Name) or as sole owner.

## **5. Proposal Format:**

All proposals submitted must conform to the following format requirements. A transmittal letter signed by a person authorized to engage your company in a contract must be included in your proposal. Proposals must be submitted on letter size (8½" x 11") paper. The point size font for text must be 10 to 12, and 6 to 8 for exhibits. All documents must contain a one-inch margin. For exhibits, 11x17 paper is acceptable. An electronic version of the Price Form will be provided to all prospective Proposers. Forms that are altered by the Proposer may be grounds for rejection of the Proposers offer.

The tab requirements are as follows:

- Tab A Letter of Transmittal
- Tab B Executive Summary
- Tab C Proposal Security
- Tab D Financial Statement
- Tab E Insurance Requirements
- Tab F Proposal Form
- Tab G General Warranty Terms
- Tab H Supplemental Information
- Tab I Unacceptable Contract Terms

## **6. Proposal Qualifications:**

Proposals must present evidence satisfactory to the Authority that they are fully competent to perform the conditions of the Contract. Proposers must have the necessary facilities, equipment, experience and financial capacity to fulfill the conditions of the Contract and all the terms and specifications included herein.

To provide the Authority with information as to their ability to perform, proposers must submit, as part of this proposal, information stipulated in the Proposal Qualification Form (Proposal Form, Section 12) attached hereto and proof of ability to furnish the items and services as outlined in the requirements.

All prices set forth in proposals received by the Authority shall remain firm and proposers shall not be allowed to change or alter the prices set forth in their proposals for the duration of the contract period. If the Authority selects the proposer's proposal, the non-conflicting contents of the selected proposal will become contractual obligations upon execution of the contract.

The Authority has identified the basic approach to meeting its requirements, allowing proposers to be creative and propose their best solution to meeting these requirements.

## **7. Proposing Equivalent Products:**

Not applicable to this solicitation.

## **8. Executed Contract Required:**

Vendor agrees, as a condition of submitting an RFP response, to enter into contract as provided in this RFP. If vendor is awarded a contract and refuses to sign the contract as provided in this RFP, the Authority may reject and/or disqualify vendor from future solicitations for this work. Vendors are to price and submit proposals to reflect the contract provided in this RFP. Under no circumstances shall vendor

submit its own boilerplate of terms and conditions.

That being said, if a vendor seeks to modify any contract provision, the vendor must submit a request with their proposal, as "Unacceptable Contract Terms" for Authority consideration in **Tab I**. The vendor must provide a revised version that clearly shows their alternative contract language. The Authority is not obligated to accept the revised version. The Authority may accept some or all exceptions or may refuse. Exceptions that materially change the character of the contract may result in rejection of the proposal as non-responsive.

The Authority shall accept or reject exceptions, and will present a final contract for vendor signature. The bidder should be prepared to receive the contract for signature without discussion or negotiation. Nothing herein prohibits the Authority from opening discussions with the highest ranked apparent successful proposer, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet Authority needs within the scope sought by the RFP.

Notwithstanding completed review and submission of all Request for Proposal and Response documents, and regardless of any formal or informal public or private statements emanating from any official of the Authority or the Proposer, including any notice of Contract award from the Authority, the Authority will not be legally bound to any contract for the provision of providing Microsoft Dynamics GP software or be subject to any other liability whatsoever on any legal theory concerning the provision providing Microsoft Dynamics GP software until a final document evidencing the complete and exclusive contract of the parties is signed by the Authority's Executive Director and the duly authorized representative of the Proposer

#### **9. Rejection or Acceptance of Proposals:**

An Evaluation Committee comprised of Authority personnel will review all proposals and select the most responsible proposer(s). Upon the conclusion of their review, the most responsible proposer(s) will be selected to execute the contract. The Authority may, at its sole discretion, select more than one proposer to execute a contract. After execution of the contract by the proposer(s), the Committee will make a recommendation to the Authority's Board of the most responsible proposer(s) with the highest quality and best terms. In qualifying a proposer as responsible, the Authority will consider the proposer's ability to meet the requirements, terms and conditions of the RFP. Proposers will be evaluated on factors including, but not limited to, the proposer's work experience, staffing level and experience, responsiveness, quality and timeliness of past performance with the Authority as well as others, financial capability, reliability, responsibility, compliance with equal employment requirements and anti-discrimination provisions, compliance with wage, hour and other fair labor standards, and integrity of the firm and its key people.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this schedule; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept the proposal which, in the judgment of the Authority, will be in the Authority's best interest. The Authority reserves the right to reject any or all alternates if desired, and to accept the combination of base proposals and alternates, which in the sole judgment of the Authority, will be in the Authority's best interest.

Any form which is required to be submitted and which is incomplete, conditional, obscure, contains additions not called for and not approved by the Authority, or which contains irregularities of any kind, may be cause for rejection of the proposal. In the event of default by a successful proposer, or the proposers' refusal to enter into the Contract with the Authority, the Authority hereby reserves the right to re-bid the Contract or to accept the proposal of the next most responsible proposer at the Authority's sole option.

At any time up to the hour and date set for opening of proposals, a proposer may withdraw its proposal. Such withdrawal must be in writing and sent to the Authority at the address set forth herein by certified mail, return receipt requested, or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority and will not preclude the submission of another proposal by such proposer prior to the hour and date set for the opening of proposals. After scheduled time for opening of proposals, no proposer will be permitted to withdraw their proposal, and each proposer hereby agrees that their proposal shall remain firm for the contract period. A proposal made and opened may be withdrawn with the written permission of the Authority, if in the Authority's opinion, the proposal is inconsistent with the best interest of the Authority.

**10. Unacceptable Proposals:**

No proposal will be accepted from or selection made of any person, firm or corporation that is in arrears or in default to the Authority upon any debt or contract, or whose insurer or banking institution is in default as surety or otherwise upon any obligation to the Authority, or has failed in the sole opinion of the Authority to faithfully perform any previous contract with the Authority.

**11. Clarification of Instructions:**

Should the prospective proposer find a discrepancy in or an omission from the Requirements or Instructions to Proposers, or should she or he be in doubt as to the meaning of any term contained therein, the proposer shall notify Mary Wheeler, Manager of Contract Administration via email at [mwheeler@philapark.org](mailto:mwheeler@philapark.org), who will clarify any discrepancies by emailing written instructions to all proposers.

**12. Restriction of Contact:**

From the issue date of this RFP until the Authority's Board approves the negotiated contract, Mary Wheeler is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Authority to reject the offending proposer's proposal. If the Authority later discovers that the proposer has engaged in any violations of this condition, the Authority may reject the offending proposer's proposal or rescind its award. Proposers must agree not to distribute any part of their proposals beyond the Authority. A proposer who shares information contained in its proposal with other Authority personnel and/or competing proposer personnel may be disqualified.

**13. Notification of Proposer Selection:**

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and may select a proposer or multiple proposers and notify all other proposers of the selection within one hundred and twenty (120) days after the date the proposals are opened. Such notice shall be in writing and mailed to the address furnished by each respective proposer. The selected proposer(s) shall not start the performance of any work prior to the

effective date of the Contract and the Authority shall not be liable to pay the selected proposer for any service or work performed or expenses incurred before the effective date of the Contract.

**14. Financial Statement:**

The Vendor must provide in **Tab D** financial statements for the last three (3) years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the proposer.

**15. MBE/WBE/DBE/DSE Participation:**

The Philadelphia Parking Authority strongly encourages the meaningful and substantial participation of Disadvantaged Minority Business Enterprises (DM-DBE), Disadvantaged Women Business Enterprises (DW-DBE) and Disadvantaged Disabled Business Enterprises ("DS-DBE) but not limited to; Design, Construction, Operations Management, etc.

While there are no Participation Ranges projected for this Proposal, proposers are prohibited from discriminating in their selection of subcontractors and are encouraged to solicit quotes from businesses, when applicable, on an equitable basis with other firms.

**16. General Warranty:**

Neither the final Certificate of Payment nor any provision in the Contract included within the scope of the Contract shall constitute an acceptance of work not done in accordance with the Contract or relieve the proposer of liability in respect to any expressed warranties or responsibility for faulty materials or workmanship.

The vendor must include in **Tab G** of its Proposal, a description of all software assurances, warranty provisions and preventive maintenance operations proposed for this Request for Proposal.

**17. Contract Period:**

Commencing with the Effective Date of the Contract the term of the Contract shall be for three (3) years and shall expire automatically and without notice three (3) years from said date, unless terminated earlier as hereinafter provided. The Term of this Agreement may be extended by written mutual Addendum to this Agreement. The Authority reserves the right to co-term all licenses regardless of the purchase date. The Authority at its sole discretion, shall have the right to terminate the Contract upon thirty (30) days written notice.

**18. Executive Summary:**

The vendor will include in **Tab B** of their proposal, a brief summation of the highlights of the proposal and the overall benefits to the Authority. This summary will also include any alternatives proposed by the vendor.

**19. Document Disclosure:**

While documents exchanged by or with the Authority or its agents during this process may be protected from public release by certain terms of Pennsylvania's Right to Know Law (65 P.S. §§67.101–67.3104), Pennsylvania's Procurement Code, or other laws, all proposers in the instant process are advised to review such disclosure issues.

**20. Business Licenses:**

The selected proposer must apply for and obtain, prior to execution of the Final Contract document and at the Proposer's sole expense, any business license required to comply with the applicable law as related to the scope of work detailed in this RFP.

**21. Evaluation of the Proposal:**

An Evaluation Committee consisting of Authority staff and legal counsel to the Authority will have sole responsibility for reviewing and evaluating all proposals submitted in response to the RFP. The Evaluation Committee will assess the qualifications of the vendor, the vendor's ability to fulfill the terms of the contract within the specified time line, the vendor's ability to meet the requirements, and the price proposed by the vendor.

**22. Submitting Samples:**

Not applicable to this solicitation

**23. Standard Practices:**

All work performed under the contract shall be subject to inspection and final approval by the Authority.

**24. Statement of No Proposal:**

All Prospective Proposers that do not intend to submit a proposal are asked to complete the Proposal Decline Form enclosed in the proposal documents. This document must be emailed to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

**25. Invoicing:**

All invoices must be accompanied by a Purchase Order Number, signed proof of receipt, quantities and description of goods. The Authority will not be responsible for any invoices not delivered or mailed to:

Accounts Payable

THE PHILADELPHIA PARKING AUTHORITY  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

**26. Shipping and Delivery:**

The vendor will be responsible for all shipping and delivery costs of the specified items required to support the proposal.

**27. Proposal Security:**

Each proposal shall be accompanied by a certified check, cashier's check or bond acceptable to the Philadelphia Parking Authority, in an amount equal to at least ten percent (10%) of the amount of the total amount of proposal (three (3) years), payable without condition to the Philadelphia Parking Authority as a guaranty that the Proposer, if awarded the Contract, will promptly execute the Agreement in accordance with the Proposal and the other Contract Documents, and will furnish good and sufficient bond for the faithful performance of the same, and for the payment to all persons supplying labor and material for the work.

**28. Insurance Requirements:**

The successful proposer will be required to submit proof of Insurance Coverage in as outlined in Exhibit A. The proposer shall submit in **Tab E**, either a sample certificate of insurance from a previous project meeting the requirements set forth in this RFP or a letter from their carrier stating that they will issue the required coverages should vendor be awarded the project.

**THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET – SUITE 5400  
PHILADELPHIA, PA 19106**

**REQUEST FOR PROPOSALS – MICROSOFT DYNAMICS GP SOFTWARE PURCHASE  
PROPOSAL No. 15-14**

**SPECIFICATIONS**

Vendor must be an authorized reseller of Microsoft Dynamics GP products.

Vendor must supply software assurances for a period of at least three (3) years.

Vendor must agree to extend quoted pricing to the Authority in the event that additional licenses are needed.

**Required Software**

- Microsoft Dynamics GP 2015 Starter Pack
- Full User Licenses
- Limited User Licenses
- Self Service User Licenses
- Extended Pack (s)
- Customization Pack (s)
- Extended Human Resources & Payroll Pack

The Authority intends to purchase software licenses as needed in coordination with the implementation process. The Authority reserves the right to co-term all licenses regardless of the purchase date.

The Authority reserves the right to order any combination of additional “Packs”, which in the sole judgement of the Philadelphia Parking Authority, will be in the Philadelphia Parking Authority’s best interest.

In presenting software license fees, the Vendor shall:

- Explain all factors that could affect licensing fees for Microsoft Dynamics GP on a yearly basis
- Make clear the extent of any implementation services that are included in the license fees
- Include any volume or government discounts available

NAME OF PRIME PROPOSER.....

THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET—SUITE 5400  
PHILADELPHIA, PA 19106

REQUEST FOR PROPOSAL — MICROSOFT DYNAMICS GP SOFTWARE PURCHASE  
PROPOSAL No. 15-14

## PROPOSAL FORM

1. The undersigned, having familiarized \_\_\_\_ self/selves with the proposal documents to supply Microsoft Dynamics GP Software, including the Notice to Proposers, Instructions to Proposers, Proposal Form, Affidavit of Non-Collusion, Specifications, and Addenda if any (hereinafter collectively referred to as the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and on file in the office of the Authority at 701 Market Street, Suite 5400, hereby proposes the procurement of Microsoft Dynamics GP Software and licenses as requested in this proposal.
2. In submitting this proposal, it is understood that the Authority reserves the right to withdraw and cancel this invitation prior to opening of proposals or to reject any and all proposals after proposals are opened if this is in the best interest of the Authority and in the Authority's sole judgment. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a contract in the prescribed form.
3. Attached hereto is an affidavit of proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposal for the contract for which this proposal is submitted.
4. Attached hereto is a certified check or bid bond in the amount of 10% of the total cost for this project.
5. Proposer acknowledges receipt of the following addenda:

Addendum

Date

_____	_____
_____	_____
_____	_____

MICROSOFT DYNAMICS GP SOFTWARE PURCHASE

PROPOSAL No. 15-14

PROPOSAL FORM

PAGE 1

NAME OF PRIME PROPOSER.....

6. Proposer agrees to provide Microsoft Dynamics GP Software and licenses for the total amount stated below.

## COST WORKSHEET

OFF-THE-SHELF PRICE  
MICROSOFT DYNAMICS  
GP SOFTWARE

Detailed Description of Component	Quantity (number of units for Production)	Cost Per Unit (including sales tax, shipping etc.)	Software Assurance year 1	Software Assurance year 2	Software Assurance year 3	Total Cost
Starter Pack	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Full User License	30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Limited User License	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Self-Serve User License	1000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Pack	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Customization Pack	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Extended Human Resources & Payroll Pack	1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Off-the-Shelf Cost</b>						<b>\$0.00</b>

## SOFTWARE ASSURANCE

YEAR 1: \_\_\_\_\_ %

YEAR 2: \_\_\_\_\_ %

YEAR 3: \_\_\_\_\_ %

**Total Cost** \_\_\_\_\_ (Handwritten Amount)

NAME OF PRIME PROPOSER.....

7. **Contract Period:** Commencing with the Effective Date of the Contract the term of the Contract shall be for three (3) years and shall expire automatically and without notice three (3) years from said date, unless terminated earlier as hereinafter provided. The Term of this Agreement may be extended by written mutual Addendum to this Agreement. The Authority reserves the right to co-term all licenses regardless of the purchase date. The Authority at its sole discretion, shall have the right to terminate the Contract upon thirty (30) days written notice.
8. **Delivery Schedule:** The undersigned vendor agrees to deliver the specified quantities of Microsoft Dynamics GP Software and licenses as outlined in the Requirements within 30 business days of receiving the purchase order.

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Signature

---

Name  
(Please Print)

---

Title

---

Date

NAME OF PRIME PROPOSER.....

9. **Requirement Statement:** The undersigned Vendor agrees to provide software and licenses as specified in the Requirements section of this request for proposals and any Addenda if issued.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name  
(Please Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

NAME OF PRIME PROPOSER.....

**10. Proposer Signatures:**

If offer is by an individual or partnership, form must be dated and signed here:

\_\_\_\_\_  
Signature of Owner of Partner

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ ZIP Code

\_\_\_\_\_  
Telephone Number

If proposal is by a corporation, form must include the date and be signed here by (a) President or Vice President, and (b) Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer, and (c) a corporate seal must be affixed. If this form is not so signed, a corporate resolution authorizing form of execution must be attached to this proposal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name of Bidder

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City/State/ZIP Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
SEAL:

\_\_\_\_\_  
Date

NAME OF PRIME PROPOSER.....

**11. Affidavit of Non-Collusion:**

STATE OF .....

COUNTY OF .....

\_\_\_\_\_, being first duly sworn, deposes and says:

.....That the bidder is a

.....  
(Partner or officer of the firm of, etc.)

The party making this proposal, that such proposal is genuine and not collusive or a sham; that such proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any proposer or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the proposal price or affiant or of any other proposer, or to fix any overhead, profit or cost element of said proposal price, or of that of any other proposer, or to secure any advantage against the Philadelphia Parking Authority, or any person interested in the proposed contract; and that all statements in said proposal or bid are accurate, true and not misleading.

\_\_\_\_\_  
Signature of Proposer, if proposer is an individual

\_\_\_\_\_  
Signature of Officer, if proposer is a corporation

Subscribed and sworn to  
Before me this \_\_\_\_\_  
Day of \_\_\_\_\_ 2015.  
My commission expires on  
\_\_\_\_\_, 20\_\_\_\_

NAME OF PRIME PROPOSER.....

**12. Proposer's Qualifications:**

- a. Type of business: Individually owned ☐  
*Check one* Partnership ☐  
Corporation ☐  
Other ☐
- b. Number of employees: Under 25 ☐  
*Check one* Under 50 ☐  
Under 100 ☐  
Over 100 ☐

c. If you have had previous contracts with the Authority, list date and product or service provided:

i. ....  
.....  
.....

ii. ....  
.....  
.....

d. List three (3) recent contracts your firm has fulfilled involving the same type of product or service described in this proposal. Note the dollar amount of your firm's work under the contract. Identify references (contact person's name and telephone number) for all contracts listed.

i. ....  
.....  
.....

ii. ....  
.....  
.....

iii. ....  
.....

**NAME OF PRIME PROPOSER.....**

INTENTIONALLY  
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SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (BIDS)				THE PHILADELPHIA PARKING AUTHORITY	
DISADVANTAGED BLACK (B-DBE), DISABLED (DS-DBE), MINORITY (M-DBE), AND WOMEN (W-DBE) OWNED BUSINESSES				MINORITY AND DISADVANTAGED BUSINESS PARTICIPATION PROGRAM	
Proposal Number		Name of Proposer		Page ____ of ____	
See Instructions: Complete one or more forms for each type of disadvantaged business participation required: check one: <input type="checkbox"/> B-DBE <input type="checkbox"/> DS-DBE <input type="checkbox"/> M-DBE <input type="checkbox"/> W-DBE For the type of disadvantaged business checked, list below all the certified firms that were solicited whether or not a commitment was made. <i>Photocopy this form as necessary.</i>					
<b>Disadvantaged Business Information</b>		<b>Type of Work or Materials</b>		<b>Date Solicited</b>	
Company Name		Phone		Mail	
Address				Yes (Date) No	
Contact Name		Quote Received		Amt Committed to	
Telephone No.		Yes No		\$ %	
MBEC Certification No.				percentage of total	
<b>Business Information</b>		<b>Type of Work or Materials</b>		<b>Date Solicited</b>	
Company Name		Phone		Mail	
Address				Yes (Date) No	
Contact Name		Quote Received		Amt Committed to	
Telephone No.		Yes No		\$ %	
MBEC Certification No.				percentage of total	
<b>Disadvantaged Business Information</b>		<b>Type of Work or Materials</b>		<b>Date Solicited</b>	
Company Name		Phone		Mail	
Address				Yes (Date) No	
Contact Name		Quote Received		Amt Committed to	
Telephone No.		Yes No		\$ %	
MBEC Certification No.				percentage of total	
<b>Disadvantaged Business Information</b>		<b>Type of Work or Materials</b>		<b>Date Solicited</b>	
Company Name		Phone		Mail	
Address				Yes (Date) No	
Contact Name		Quote Received		Amt Committed to	
Telephone No.		Yes No		\$ %	
MBEC Certification No.				percentage of total	



Contract Administration Manager  
The Philadelphia Parking Authority  
Mellon Independence Center  
701 Market Street – Suite 5400  
Philadelphia, PA 19106

**Proposal Decline Form: Request for Proposals for Microsoft Dynamics GP Software Purchase**  
**Proposal No. 15-14**

Note: If you did not submit an offer to the Authority for this solicitation, please return this form immediately. ***Thank you.***

The undersigned vendor declines to submit an offer for this project<sup>1</sup>.

Name: \_\_\_\_\_

- ☐ Specifications too "tight" (explain below)
- ☐ Unable to meet time period for responding to this RFP
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform
- ☐ Unable to meet specifications
- ☐ Unable to meet Bond/Insurance Requirements
- ☐ Specifications unclear (explain below)
- ☐ Unable to meet Insurance Requirements
- ☐ Unable to meet Contract Requirements (explain below)
- ☐ Other (specify below)

Comments:


1. Upon completion of this form, please email it to the attention of Mary Wheeler, Manager of Contract Administration at [mwheeler@philapark.org](mailto:mwheeler@philapark.org).

\_\_\_\_\_

# **EXHIBIT A**

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE AND INDEMNIFICATION REQUIREMENTS  
RFP NO. 15-14 - MICROSOFT DYNAMICS GP SOFTWARE PURCHASE

Prior to commencement of the contract and until completion of your work, \_\_\_\_\_ shall, at its sole expense, maintain the following insurance on it's 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 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):	\$ 10,000

- b) General Aggregate must apply on a Per Location Basis

- c) Owner must be named as additional insured as shown in requirement #10.

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 #10.

4. Excess / Umbrella Liability Insurance with a minimum acceptable limit of coverage of \$5,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, employers liability & cyber liability as required by this contract. Owner must be named as additional insured as shown in requirement #10. If the excess liability does not cover over the cyber liability insurance, then the required minimum cyber liability insurance limit will be \$5,000,000.
5. If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate. Claims-made is acceptable.
6. If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured as shown in requirement #10. Claims-made is acceptable.
7. If any work involves web-based or cyber services – Cyber Liability Insurance, including 3<sup>rd</sup> party privacy, with minimum limits of \$1,000,000 per claim and excess limits as described in requirement #4 above. Owner must be named as additional insured as shown in requirement #10.
8. Deductibles or Self Insured Retention's: "if applicable"  
None of the policies of insurance required by this agreement shall contain deductibles or self-insured retention's in excess of \$25,000. \_\_\_\_\_ is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.
9. 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
10. 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. \_\_\_\_\_'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.
11. It is agreed that \_\_\_\_\_ 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.

12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

- a) \_\_\_\_\_ 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 \_\_\_\_\_ pursuant to this Contract.
- b) \_\_\_\_\_ 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 \_\_\_\_\_ 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.

13. 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 \_\_\_\_\_.

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

14. 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.

15. The carrying of insurance shall in no way be interpreted as relieving \_\_\_\_\_ of any responsibility or liability under the contract.

16. Prior to the commencement of work or use of premises, \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.

17. Failure of \_\_\_\_\_ to obtain and maintain the required insurance shall constitute a breach of contract and \_\_\_\_\_ 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 \_\_\_\_\_ with a written waiver of the specific insurance requirement.

18. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by \_\_\_\_\_ are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by \_\_\_\_\_ under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
19. \_\_\_\_\_ shall require all subcontractors (of every tier) to meet the same insurance criteria as required of \_\_\_\_\_. The subcontractor's insurance must name the PPA as additional insured. \_\_\_\_\_ shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
20. Failure of \_\_\_\_\_ to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify \_\_\_\_\_ of any breach by \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_ and independent of the duty to furnish a copy or certificate of such insurance policies.
21. \_\_\_\_\_ agrees to indemnify, hold harmless and defend The Philadelphia Parking Authority, The City of Philadelphia, The Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the "Indemnified Parties" individually and collectively) from and against any and all liability for loss, damage or expense for which the Indemnified Parties may be held liable by reason of injury (including death) to any person (including \_\_\_\_\_ employees/volunteers) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the activities of \_\_\_\_\_ whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, Subcontractors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to The Philadelphia Parking Authority or \_\_\_\_\_. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by \_\_\_\_\_ employees / volunteers. It is further expressly agreed \_\_\_\_\_ assumes the fullest extent of all obligations to indemnify and defend all parties whom The Philadelphia Parking Authority is obligated to indemnify and defend in The Philadelphia Parking Authority's contract with others (whether or not such obligations may extend beyond those addressed in this Agreement.)

# **EXHIBIT B**

**AGREEMENT OF SALE FOR SOFTWARE LICENSE  
BY AND BETWEEN  
THE PHILADELPHIA PARKING AUTHORITY  
AND**

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PPA Contract No. \_\_\_\_\_

**THIS AGREEMENT** effective as of this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **The Philadelphia Parking Authority**, an agency of the Commonwealth of Pennsylvania and a body corporate and politic, with its principal address at 701 Market Street, Suite 5400, Philadelphia, PA 19106 (the "**Authority**") and \_\_\_\_\_ a duly registered \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("**Licensor**").

**WITNESSETH:**

**WHEREAS**, the Authority is a public body corporate and politic organized and existing under Act of 2001, June 19, P.L. 287, No. 22, as amended; and

**WHEREAS**, the Authority desires to enhance and modernize its software systems, specifically for its Human Resources, Finance, Payroll, Fleet and Procurement Departments;

**WHEREAS**, for the purpose of implementing a new system to provide a more integrated information system environment, the Authority desires to purchase a Microsoft Dynamics GP License, with Software Assurance ("License");

**WHEREAS**, in order to procure such License, the Authority issued a Request for Proposals "Enterprise Resource Planning Consultant Services" RFP No. 15-14 on \_\_\_\_\_ ("RFP");

**WHEREAS**, Licensor submitted a conforming proposal to the RFP on \_\_\_\_\_, ("Proposal") and is an authorized reseller of the License, which is of the type that the Authority wishes to purchase;

**WHEREAS**, after due consideration and deliberation within the Authority, Licensor was selected to provide the services hereinafter described upon the successful negotiation of this Agreement and assent of the Authority's Board; and

**NOW, THEREFORE**, in consideration of the covenants and conditions contained herein, intending to be legally bound, the parties hereto hereby agree as follows:

**1. SCOPE OF SERVICES:**

The Authority hereby engages and Licensor hereby agrees to provide the following services:

A. Licensor hereby grants the Authority a fully paid-up, royalty free, perpetual, irrevocable, non-exclusive license to access, use, execute, copy, perform, reproduce, transfer and display the License, including but not limited to the right to create and use interfaces between the License and other systems and software used by the Authority, and to create derivative works there from, for any purpose in support of the Authority's performance of its functions and responsibilities, including but not limited to the purposes specified in or contemplated by this Agreement;

B. To adhere to all of the terms and conditions of this Agreement; and

C. To coordinate with the Authority representative listed below, or if he is unavailable, with the Executive Director of the Authority or one of his Deputies:

**William Pettigrew**  
**Philadelphia Parking Authority**  
**701 Market Street, Suite 5400**  
**Philadelphia, PA. 19106**  
**Business Phone: (215) 683-9692**

2. **TERM.** The Term of this Agreement shall commence on the date first written above and shall expire automatically and without notice three (3) years from said date, unless terminated earlier as hereinafter provided. The Term of this Agreement may be extended by written mutual Addendum to this Agreement. The Authority reserves the right to Co-Term all licenses, regardless of purchase date.

### 3. **PAYMENT**

A. The Authority agrees to pay and Licensor agrees to accept the pricing based on the attached Cost Workshop incorporated as part of this Agreement, attached hereto, marked as Exhibit "C". At no time may the consideration paid by the Authority to Licensor during the Term of this Agreement exceed \_\_\_\_\_ and no/100 Dollars (\$\_\_\_\_\_) without an amendment to this Agreement and approval by the Authority's Board. In due consideration of the rights and obligations set forth in this Agreement, Licensor agrees to deliver the License to the Authority upon the Authority's issuance of a Purchase Order. Upon receipt of the Purchase Order, Licensor shall issue an invoice, payable within thirty (30) calendar days, and submit it to:

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

B. The purchase price set forth shall include all shipping, storage and delivery costs associated with the fulfillment of the terms of this Agreement, as well as any tax, imposition, charge, duty or levy ("Tax") which may be imposed under any present or future law on the sale of the merchandise covered by this Agreement.

#### **4. LIQUIDATED DAMAGES**

A. Upon the occurrence of an event, default or breach by Licensor, Licensor shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount of ten percent (10%) of the purchase price set forth in Section 3. Thereafter, Licensor shall be liable for, and the Authority shall be entitled to recover, liquidated damages in the amount listed above for every five (5) days that the License fails to operate properly or fails to allow the Authority access as outlined in Section 1 of this Agreement. The parties hereby agree and acknowledge that calculation of the damages from a breach would be difficult to estimate accurately and that the foregoing percentage is a reasonable approximation thereof and is intended as the fair allocation and liquidation of damages.

B. Licensor shall not be responsible for delay, non-delivery or default if occasioned by strikes, war, or riot, or any delay due to demands or embargoes of The United States Government, or any other government, or non-delivery or delays resulting directly or indirectly from an act of God including, but not limited to, fires, floods, or droughts, or delay as a result of insurrections, lockouts, or stoppage of labor or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause outside of Licensor's control.

#### **5. WARRANTIES**

A. Licensor expressly warrants that the License purchased and delivered hereunder:

1. shall strictly conform in all respects with the Authority's descriptions and specifications incorporated herein;

2. shall strictly conform in all respects to specifications or other written documents presented to the Authority in connection with the sale of this License to the Authority;

3. shall be merchantable, fit for the purpose for which the License is intended, shall comply with industry standards and shall conform with the description of the product in the Purchase Order provided to; and

4. shall be free from all defects, including latent defects, in workmanship and material design.

B. In addition to the foregoing express warranties, the product purchased hereunder shall be subject to all warranties arising by operation of law. These warranties shall survive inspection, delivery, acceptance, and payment, shall run to the Authority, its officers, agents, employees, successors, assigns, customers and users of the product and shall not be deemed to be exclusive.

C. Licensor hereby warrants that it has not taken any action that interferes with, or in any way nullifies, any applicable manufacturer's warranty.

## **6. NO SOLICITATION/CONFLICTS OF INTEREST**

**A.** Licensors do hereby warrant and represent that the laws of the Commonwealth of Pennsylvania have not been violated as they relate to the procurement or performance of this Agreement by any conduct, including payment or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly to any Authority employee, officer or Licensors.

**B.** To the best of the Licensors' knowledge, no Authority member or officer, and no employee of the Authority has any interest (whether contractual, non-contractual, financial or otherwise) in this transaction or in the business of Licensors. If such transaction comes to the knowledge of the Licensors at any time, a full and complete disclosure of such information shall be made to the Authority.

**C.** Licensors hereby acknowledge receipt and acceptance of the Authority's Conflict of Interest Policy.

## **7. TERMINATION FOR CAUSE**

The Authority may, by written notice to Licensors, cancel this Agreement, or any part of it, without affecting other parts, upon the occurrence of any of the following events ("Events of Default"):

**A.** Licensors fail fully to perform any of its obligations under the this Agreement, including without limitation, the timeliness of delivery, the conformity of products delivered or conformity with any express or implied warranty hereunder;

**B.** The commencement of an involuntary case or the filing of a petition against Licensors (i) seeking reorganization, arrangement, adjustment or composition of or in respect of Licensors under the Federal Bankruptcy Code as now or hereafter constituted, or under any other applicable Federal or state bankruptcy, insolvency, reorganization or other similar law, (ii) seeking the appointment of a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of Licensors for any part of its property, or (iii) seeking the winding up or liquidation of its affairs, and such involuntary case or petition is not dismissed within thirty calendar days after the filing thereof;

**C.** The commencement by Licensors of a voluntary case or the institution by Licensors of proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, under the Federal Bankruptcy Code as now or hereafter constituted, or any other applicable Federal or state bankruptcy or insolvency or other similar law;

**D.** The consent by Licensors to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of Licensors for any substantial part of its property;

E. The making by Licensor of any assignment for the benefits of creditors;

F. The admission by Licensor in writing of its inability to pay its debts generally as they become due or the failure of Licensor to generally pay its debts as such become due;

G. The taking of any corporate action by Licensor or its shareholder or Board of Directors or any committee thereof in furtherance of any of the foregoing;

H. The Authority in its reasonable opinion believes that Licensor's ability to perform this Purchase Order is in danger or impaired; or

I. Any material breach by Licensor of this Agreement.

Whenever the Authority has the right to demand of Licensor adequate assurance of due performance, the Authority shall be the sole judge of the adequacy of assurance given by Licensor.

## **8. TERMINATION FOR CONVENIENCE OF AUTHORITY**

The Authority and Licensor agree that this Agreement may be terminated by the Authority with or without cause upon thirty (30) days notice in writing by the Authority to Licensor. If the Agreement is terminated by the Authority, as provided herein, Licensor will be paid any compensation outstanding for the services satisfactorily performed pursuant to Section 1 herein for the period prior to the date of termination. In such event, all memoranda, records, data, information and other documents prepared by Licensor shall become the property of the Authority and shall be forthwith delivered to the Authority. The payments to be made to the Licensor hereunder are the Licensor's sole remedy and right with respect to termination under this paragraph.

## **9. GENERAL TERMS AND CONDITIONS**

### **A. Confidential Matters.**

Licensor agrees that it will treat as confidential any information or document from the files of the Authority, including without limitation any information relating to the Authority's software or hardware products, business or financial affairs and information disclosed orally and identified as confidential, which may come into their possession in pursuit of its duties under this Agreement.

### **B. Force Majeure.**

Neither contracting party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition and governmental action) that was beyond the party's reasonable control.

**C. No Third-Party Beneficiaries.**

There are no third-party beneficiaries to this Agreement.

**D. Maintenance of Records.**

Licensor understands that certain records related to this Agreement may be public records pursuant to Pennsylvania's Right-to-Know Law and Licensor must duly comply with demands made through the Authority for such records. 65 P.S. 67.101. Regardless of the impact of the Right-to-Know Law, Licensor shall maintain all data, records, memoranda, statements of services rendered, correspondence and copies thereof, in adequate form, detail and arrangement, for the Authority's benefit for a minimum of seven (7) years following the termination or expiration of this Agreement. Thereafter, Licensor shall contact the Authority before disposing of any such materials and the Authority may direct that some or all of such materials be delivered to the Authority.

**E. Assignment.**

This Agreement may not be transferred or assigned by Licensor without the prior written consent of the Authority which consent may be withheld in the sole discretion of the Authority, any transfer or assignment made without the prior written consent of the Authority shall be void.

**F. Non-Discrimination.**

Licensor agrees to abide by all legal provisions regarding non-discrimination in hiring and contracting made applicable by federal, state and local laws.

**G. Notices.**

Any notice or demand given by one party to the other under this Agreement shall be in writing and served by overnight express delivery service or by courier service, against written receipt or signed proof of delivery addressed to the other party at the address set forth below, unless a party shall have provided written notice to the other identifying a new address for notice:

**The Authority:**

The Philadelphia Parking Authority  
701 Market Street, Suite 5400  
Philadelphia, PA 19106  
Attn: Dennis G Weldon, Jr.  
General Counsel

**Licensor:**

All notices shall be deemed given on the day after the notice was given to the courier or Postal service.

## **H. Captions.**

The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

## **I. General Indemnity.**

Licensor, for itself, its successors, assigns, agents, and sub-Licensors hereby agrees to indemnify, hold harmless and defend the Philadelphia Parking Authority, the City of Philadelphia, and the Commonwealth of Pennsylvania and their agents, employees, representatives, officers and directors (the Indemnified Parties) from and against any and all liability for losses, (including those related to business interruption), damage (including special, consequential and incidental) liabilities, claims, demands, causes of action or expense (including attorney's fees and expenses) for which the Indemnified Parties may be held liable by reason of injury (including death or workers compensation) to any person (including Licensor's employees) or damage to any property of whatsoever kind or nature arising out of or in any manner connected with the work to be performed for the Indemnified Parties (including, but not limited to, work performed under this contract, work performed under Change Order, or any such other work performed for or on behalf of the Indemnified Parties), whether or not due in whole or in part to any act, omission, or negligence of the Indemnified Parties or any of their agents, employees, representatives, officers, directors, stockholders, sub-Licensors, third parties or parent, subsidiary and affiliated companies, whether known or unknown to the Indemnified Parties or Licensor. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by Licensor's employees. It is further expressly agreed that Licensor assumes the fullest extent of all obligations to indemnify and defend all parties whom the Indemnified Parties are obligated to indemnify and defend in the Indemnified Parties contract with others (whether or not such obligations may extend to items beyond those addressed in this Agreement). This obligation to indemnify, defend and hold harmless shall survive termination of this Agreement.

## **J. Entire Agreement.**

This Agreement contains the entire agreement of the parties with respect to the matter covered by this Agreement. No other agreement, statement, representation, understanding or promise made by any party or by any employee, officer, or agent or any party, that is contained in this Agreement, shall be binding or valid. Any revisions, additions, and/or modifications of this Agreement must be set forth in writing and signed by all parties.

## **K. Exhibits.**

All Exhibits to this agreement are hereby incorporated by reference into, and made a party of, this Agreement.

## **L. Interpretation.**

The contracting parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Agreement and has contributed to it; and (ii) the rule

of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of the Agreement, regardless of which party was generally responsible for the preparation of this Agreement.

**M. Order of Precedence.**

In the event of an inconsistency between provisions of this Agreement, it shall be resolved by giving precedence in the following order: (1) the main body of this Agreement (not including Exhibits); (2) the RFP (Exhibit "A"), (3) Licensor's Proposal (Exhibit "B") and (4) all other exhibits. It is Licensor's responsibility to study this Agreement and to report at once in writing to the Authority any errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of the Agreement. Any work performed by the Licensor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict shall be at the Licensor's own risk and expense.

**N. Risk of Loss.**

In the event any portion of this Agreement requires the delivery of goods to the Authority, the risk of loss for such goods shall not pass to the Authority until received and accepted by the designated Authority representative.

**O. Specific Proposals.**

It is understood that the Authority shall have the absolute discretion to accept, reject or modify any proposal or offer which Licensor may bring to the Authority's attention during the term of this Agreement. The Authority may direct that Licensor suspend or modify any of its collection activities or methods related to this Agreement at any time.

**P. Independent Licensor.**

Licensor agrees that it, as well its employees, are independent Licensors as to any Services provided and this Agreement is not intended to create any form of employment relationship.

**Q. Applicable Law and Venue.**

All disputes arising in connection with this Agreement shall be interpreted and governed by the laws of the Commonwealth of Pennsylvania. The parties hereto irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas. Unless otherwise ordered by the court or requested by the Authority, at all times during the course of a claim (including litigation), the Licensor shall proceed diligently with performance of the Agreement and shall continue to work as directed by the Authority Project Manager, in a diligent manner and without delay, and shall be governed by all applicable provisions of the Agreement. During the pendency of the claim or dispute (including litigation), the Authority shall make payments of undisputed amounts in accordance with the Agreement.

**R. Taxes.**

A. Licensor hereby certifies that neither it, nor any of its parent or subsidiary entities, is delinquent or overdue in the payment of any tax or fee to the City or County of Philadelphia or the Commonwealth of Pennsylvania. Licensor also certifies that its Philadelphia Business Privilege Tax ID. No. is: \_\_\_\_\_. Licensor further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

B. As an agency of the Commonwealth of Pennsylvania, and a local government agency, the Authority is exempt from the payment of state and local sales and use and other taxes on material, equipment or other personal property. Licensor agrees that the fees, prices or rates stated in this Agreement (1) do not include any state or local taxes, surcharges or fees on the Authority in connection with this transaction, and (2) do include all other applicable taxes for which Licensor is liable. In the event Licensor's performance under this Agreement creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes shall be the sole obligation of Licensor, and Licensor shall maintain current accounts as to the payment of such taxes and be liable over to the Authority for any taxes assessed against the Authority as a result of Licensor's performance under this Agreement.

**S. Insurance.**

Licensor agrees to provide the Authority the appropriate certificates of insurance in accordance with the Insurance Requirements detailed in the RFP.

**T. Waiver.**

No term or provision hereof shall be deemed waived by the parties unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused unless it is in writing signed by the non-breaching party.

**U. Separation Clause.**

If any provision of this Agreement, or the application of any provision to any person or circumstances, is held invalid or unenforceable, the remainder of this Agreement and the application of such provision(s) to other persons or circumstances shall remain valid and enforceable.

**SIGNATURE PAGE TO FOLLOW**

**IN WITNESS WHEREOF**, and intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. 6, the parties have set their hands and seals on the date first above written.

**The Philadelphia Parking Authority**

Attest: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Vincent J. Fenerty, Jr.  
Executive Director

**APPROVED AS TO FORM**

By: \_\_\_\_\_

**General Counsel's Office**

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_