

**REQUEST FOR PROPOSALS FOR**  
**Payroll and Human Resources Management System**

**RFP No. 25-02**

**TABLE OF CONTENTS**

<b>Part I - GENERAL INFORMATION FOR OFFERORS</b>	<b>page 2</b>
<b>Part II - INFORMATION REQUIRED FROM OFFERORS</b>	<b>page 9</b>
<b>Part III - CRITERIA FOR SELECTION</b>	<b>page 12</b>
<b>Part IV - WORK STATEMENT</b>	<b>page 13</b>
<b>Part V - CONTRACT TERMS AND CONDITIONS</b>	<b>page 19</b>
 APPENDIX A – PROPOSAL FORM	
APPENDIX B – SAMPLE CONTRACT	
APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	

# PART I

## GENERAL INFORMATION TO OFFERORS

SUMMARY	
<b>When:</b>	Proposals must be submitted by <b>Wednesday, April 9, 2025 no later than 1:00 PM.</b>
<b>Where:</b>	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
<b>How:</b>	Proposals must be delivered to Shannon Stewart in a sealed package via mail, by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested certified mail, or by hand-delivery no later than <b>Wednesday, April 9, 2025 no later than 1:00 PM.</b> Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "RFP No. 25-02 Payroll and Human Resources Management System". All proposals must be presented with <b>one (1) original and nine (9) copies</b> , individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.
<b>Mandatory Pre-Proposal Meeting</b>	<p>A mandatory Pre-Proposal Meeting will be held on <b>Wednesday, March 19, 2025 at 11:00 AM</b> at the offices of the Philadelphia Parking Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. Prospective Offerors may attend in person or virtually using the Teams meeting information below:</p> <p><b>Microsoft Teams <a href="#">Need help?</a></b></p> <p><a href="#">Join the meeting now</a></p> <p><b>Meeting ID: 273 806 915 294</b></p> <p><b>Passcode: im7jc7PS</b></p> <p><b>Dial in by phone</b></p> <p><b><a href="#">+1 929-346-7319,,36728569#</a> United States, New York City</b></p> <p><b><a href="#">Find a local number</a></b></p> <p><b>Phone conference ID: 367 285 69#</b></p> <p><b>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</b></p> <p>Please complete the <a href="#">Offeror Registration Form</a> to complete your registration for this solicitation.</p>

### **I-1. Introduction.**

This Request for Proposals (“RFP”) is being issued by the Philadelphia Parking Authority, (“Authority”), a body corporate and politic created under the laws of the Commonwealth of Pennsylvania in accordance with the Act of June 19, 2001, P.L. 287, No. 22, 53 Pd. C.S. § 5501 et seq. as amended, known as the “Parking Authority Law”. The Authority is seeking proposals for an all-encompassing payroll and human resources management system with a time management system option.

**As a Request for Proposals, this is not an invitation to bid and although price is important, other pertinent factors will be taken into consideration.**

### **I-2. Mission Statement.**

The mission of the Philadelphia Parking Authority is to contribute to the economic vitality of Philadelphia and the surrounding region by effectively managing and providing convenient parking on the street, at the airport, and in garages and lots; effectively administering automated speed and red-light camera systems; regulating taxicabs, limousines and transportation network companies; and other transportation-related activities.

A number of customer-focused actions flow from the PPA mission:

- Improving cooperation and planning with PPA stakeholders, including state and local transportation partners,
- Implementing cutting-edge technology to improve the customer experience and enhance overall management and agency efficiency,
- Emphasizing employee training on industry best practices,
- Maximizing transparency in hiring and procurement,
- Implementing on-street parking management policies that address neighborhood needs throughout the City,
- Encouraging reasonably priced off-street parking through rate setting policies at seven PPA Center City facilities,
- Maintaining and improving neighborhood parking lots to address both residential and commercial demand,
- Providing leadership in partnering with private and public hospitality and tourism entities to enhance the visitor experience,
- Applying the latest technology for a superior customer experience at the parking facilities at Philadelphia International Airport in support of this important regional economic engine,
- Encouraging safe, clean, reliable taxicab, limousine and transportation network company service through sound regulations and consistent enforcement,
- Improving vehicle and pedestrian safety in targeted intersections through automated speeding and red-light enforcement,
- Applying latest technology and continuing staff development to provide the highest quality public service with maximum efficiency.

### **I-3. Procurement Questions.**

Prospective Offerors are encouraged to submit questions concerning the RFP in writing no later than **Wednesday, March 26, 2025 at 12:00 PM**. Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://app.smartsheet.com/b/form/dad647bb015740b094f8ba3dc982b6af>

Questions must be in Word format and uploaded using the Question Submission Form.

If you are having issues accessing or completing the Question Submission Form, please contact Shannon Stewart, Manager of Contract Administration via email at [sstewart@philapark.org](mailto:sstewart@philapark.org).

Only questions submitted via the Question Submission Form will be addressed.

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, [www.philapark.org](http://www.philapark.org). Responses will not be official until they have been verified, in writing, by the Authority.

The Authority will not be bound by any verbal information, nor will 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 Work Statement or of the solicitation.

#### **I-4. Clarification of Instructions.**

Should the prospective Offeror find a discrepancy in or an omission from the Work Statement or any part of this RFP or be in doubt as to the meaning of any term contained therein, the Offeror will notify Shannon Stewart, Manager of Contract Administration via the Question Submission Form using the link below, prior to the question deadline.

<https://app.smartsheet.com/b/form/dad647bb015740b094f8ba3dc982b6af>

Responses to all questions and clarification requests will be provided through a written addendum that will be emailed to all eligible Offerors and posted to the Authority's website, [www.philapark.org](http://www.philapark.org). Responses will not be official until they have been verified, in writing, by the Authority.

#### **I-5. Restriction of Contact.**

From the issue date of this RFP until the Authority's Board approves the selected Offeror, **Shannon Stewart is the sole point of contact concerning this RFP**. Any violation of this condition by an Offeror may result in the Authority rejecting the offending Offeror's proposal. If the Authority later discovers that the Offeror has engaged in any violations of this condition, the Authority may reject the offending Offeror's proposal or rescind the selection. Offerors must agree not to distribute any part of their proposal to anyone other than Shannon Stewart. An Offeror who shares information contained in its proposal with other Authority personnel and/or competing Offeror personnel may be disqualified.

#### **I-6. Proposal Conditions.**

Sealed proposals must be received in the office of the Philadelphia Parking Authority, addressed to Shannon Stewart, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by **Wednesday, April 9, 2025 no later than 1:00 PM**.

**Packages must be delivered and received by Shannon Stewart prior to the due date and time to meet the mandatory responsiveness requirement of received timely as described in Part III. Delayed deliveries will not be accepted if received after the due date and time.**

Each Offeror 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 Offerors, unless a written request to withdraw is received prior to the opening of proposals. Failure to attach documents required for submittal at the time of submittal will result in the proposal being rejected.

#### **I-7. Small and Small Diverse Business Participation.**

The Authority seeks to increase procurement through small and small diverse businesses for all products, services and construction. To receive points during scoring, Offerors must identify their status as a small or small diverse business by completing the Small and Small Diverse Business Participation Submittal form included in the Proposal Form along with a copy of their Small Business Procurement Initiative certificate issued from the Pennsylvania Department of General Services. Offerors may self-certify at:

<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>

**Please note: The Authority encourages small and small diverse business participation. However, this solicitation is open to all eligible Offerors.**

#### **I-8. Signatures Required.**

The proposals *must* be signed in all spaces where signatures are required. Corporations must sign through a duly authorized officer of the corporation with the officer's title clearly identified. Other business entities must sign through a duly authorized person with the title of the signer and type of entity clearly identified.

#### **I-9. Instructions for Affidavit of Non-Collusion.**

1. The Non-Collusion Affidavit is material to any contract awarded through a public solicitation.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the offeror who makes the final decision on terms and prices identified in the proposal.
3. Bid rigging or collusion and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit below should examine it carefully before signing and be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the offeror with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the request for proposal process and includes the knowing submission of proposals higher than the proposal of another firm, any intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file and attach an Affidavit in compliance with these instructions will result in disqualification of the proposal.

#### **I-10. Insurance Requirements.**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

**Insurance requirements will not be negotiated after the proposal due date.**

#### **I-11. Executed Contract Required.**

By submitting a proposal in response to this RFP the Offeror agrees that the Authority will not be bound to any contract, performance or payment obligation until the Authority's Board votes to award a contract to the successful Offeror and the Authority's Executive Director signs the written contract.

#### **I-12. Contract Negotiation.**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab L)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a **part of the response**. Exceptions or requested changes to the sample contract should be made with great care. The Authority may reject all or some of those changes or exceptions, in its sole discretion.

**I-13. Business Licenses:**

The proposal should include the Offeror's Philadelphia Commercial Activities License (formerly Business Privilege License) number and the Offeror's Federal Tax ID number. If the Offeror does not currently have a Philadelphia Commercial Activity License, it must obtain one no later than five business days after notification of selection. If the Offeror does not believe that it needs a Philadelphia Commercial Activities License, an explanation with references to statute and/or the Philadelphia Code should be included with the proposal.

Proof of current registration with the Pennsylvania Department of State's Bureau of Corporations and Charitable Organizations, which authorizes the entity to do business in the Commonwealth of Pennsylvania.

**I-14. Rejection or Acceptance of Proposals.**

An Evaluation Committee comprised of Authority employees will review all proposals as detailed in Part III. Discussions and negotiations may be conducted with responsible Offerors for the purpose of clarification and of obtaining best and final offers. Responsible offers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The discussions with Offerors will not disclose any information derived from proposals submitted by competing Offerors.

The responsible Offeror whose proposal is determined in writing to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, shall be selected for contract negotiation. In the event the negotiations reveal that the proposal selected for negotiation is not the most advantageous or the Offeror selected for negotiation defaults or withdraws from negotiation, the Evaluation Committee may select another proposal then determined to be the most advantageous to the Authority, taking into consideration price and all evaluation factors, for contract negotiation.

The Authority reserves the right to waive any irregularities in the completion of the forms and papers enclosed in this proposal package; to accept or reject any or all proposals; to re-advertise for proposals if desired, and to accept any proposal which, in the 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 sole discretion of the Authority.

**I-15. Request to Withdraw Proposal.**

At any time up to the hour and date set for opening of proposals, an Offeror may withdraw its proposal. Such withdrawal must be in writing and delivered to the Authority at the address set forth herein by a nationally recognized overnight courier service, certified mail, return receipt requested, via email to Shannon Stewart at [sstewart@philapark.org](mailto:sstewart@philapark.org) or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt.

After the scheduled time for opening of proposals, no Offeror will be permitted to withdraw their proposal, and each Offeror 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 the Authority determines in its sole discretion that the proposal is inconsistent with the best interest of the Authority.

**I-16. Unacceptable Proposals.**

The Authority will not consider and will reject any proposal if the Offeror is in arrears or in default to the Authority as to 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.

**I-17. Subcontracting.**

Any use of subcontractors by an Offeror must be identified in the proposal and include a description of the services the subcontractor will provide. During the contract period, use of any subcontractors by the selected Offeror, which were not previously identified in the proposal, must be approved in advance in writing by the Authority.

**I-18. Notification of Offeror Selection.**

The Authority will study and evaluate all proposals which are received in accordance with the instructions set forth in the proposal package and will seek to select an Offeror and notify all other Offerors of the award within ninety (90) days after the date proposals are opened. Written notice will be mailed to the address furnished by each Offeror in the Transmittal Letter.

The selected Offeror 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 Offeror for any service or work performed or expenses incurred before the effective date of the Contract. Costs incurred by the Offeror in the preparation of the proposal or during any review or negotiations shall be borne exclusively by the Offeror.

**I-19. Standard Practices.**

All work performed under the contract shall be subject to inspection and final approval by the Authority, through the Executive Director or his designee.

**I-20. 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, many documents may not be protected. All Offerors are advised to seek counsel or otherwise educate themselves regarding open records laws and regulations in Pennsylvania. The determination to award a contract will occur at a Sunshine Act meeting.

**I-21. Statement of No Proposal.**

All Prospective Offerors 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 Shannon Stewart, Manager of Contract Administration at [sstewart@philapark.org](mailto:sstewart@philapark.org).

An electronic version of this form can be accessed using the link below. Specific comments and observations are encouraged.

<https://app.smartsheet.com/b/form/1da4e7ea846744a5bde14af347e935f1>

**I-22. Shipping and Delivery.**

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

**I-23. Financial Statements.**

Offeror must provide complete financial statements for the last three years, which have been audited or reviewed by an independent Certified Public Accountant who is not an employee of the Offeror.

Complete financial statements must include, at a minimum, a balance sheet, income statement, reconciliation of equity, and a cash flow statement. Offeror may only submit one copy of their financial statements either with the original proposal or in a separate envelope marked "confidential".

The Authority will maintain the confidentiality of financial information submitted by an Offeror. That information will be reviewed by professionals in the Authority's Finance Department and will not otherwise be released, disseminate, or shared with any third party absent legal mandate and advanced notice to the Offeror.

Financial information submitted in response to an RFP is generally exempt from disclosure under Pennsylvania's Right to Know Law. 65 P.S. § 67.708(b)(26). The Authority will not sign non-disclosure agreements related to an Offeror's financial information.



## **PART II**

### **INFORMATION REQUIRED FROM OFFERORS**

#### **II-1. Proposal Format.**

All proposals submitted must conform to the following format requirements. **Tabs A-D must not exceed 6 pages.** Please do not provide duplicate answers.

**Please refrain from using binders and/or special binding when submitting your proposals. Binder clips are preferred when feasible.**

An electronic version of the Proposal Form can be provided to all prospective Offerors upon request.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - References
- Tab E - Proposal Form
- Tab F - Cost Proposal
- Tab G - Technical Response
- Tab H - Sample Implementation Schedule
- Tab I - Sample Training Plan
- Tab J - Proposed Device Specifications
- Tab K - Evidence of Insurance
- Tab L - Proposed Amendments to Contract
- Tab M - Disclosure of Legal Actions
- Tab N - Information Security and Compliance
- Tab O - Additional Information

**Tabs that extend beyond the 8.5" x 11" paper, must be used.**

#### **II-2. Transmittal Letter (Tab A). (Page Count: 1 page)**

Offerors must submit a cover letter, signed by an officer or individual with authority to bind the Offeror, which provides an overview of the Offeror's proposal, as well as the name, title, email address and phone number of the person to whom the Authority may direct questions concerning the proposal.

#### **II-3. Qualifications and Experience (Tab B). (Page Count: 1-2 pages)**

Offerors must have a minimum of **five (5) years'** experience in providing payroll and human resources management system services as described in the Work Statement.

Provide a summary of your experience providing the services as described in the Work Statement. Describe your areas of specialization, including the resources your organization possesses in support of these areas. Experience with parking and transportation industries preferred.

Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your firm that make it the best choice.

#### **II-4. Key Personnel (Tab C). (Page Count: 1-2 pages)**

Offerors must identify the primary employee anticipated to be the project manager for this contract. Include any personnel or services that set you apart from other offerors and why it would be most advantageous for the Authority to contract with your company.

Provide an organizational chart of the team who will be servicing the Authority's account. Include through a resume, or similar document, education and experience providing the goods/services as described in the Work Statement. Indicate the responsibilities each will have and how long each has been with your company. Do not list personnel who will not be assigned to this contract.

Resumes are to include educational qualifications and previous work assignments that relate to this RFP. The primary employee anticipated to represent the Authority must be named. Resumes are not included in the page count limit.

#### **II-5. References (Tab D). (Page Count: 1 page)**

Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last three years. The client references must include the name of the organization, address, email address, telephone number, individual contact person, the dates services were performed, and a description of the services provided. The Authority will contact the references provided via email.

#### **II-6. Proposal Form (Tab E).**

The Proposal Form attached as *Appendix A* must be submitted in its entirety (except for the Proposal Decline Form). All signature lines must be executed. Electronic signatures are acceptable.

#### **II-7. Cost Proposal (Tab F).**

Offerors must provide an overall cost and a cost breakdown for the proposed solution that meets the requirements in the Work Statement. Cost breakdown must include, but not limited to, hardware, software, license, and hourly rates for training. Any services required as part of the proposed solution must be included in the cost proposal.

Offerors must propose an annual price escalation percentage, which may not exceed 3% each year of the contract.

Offerors must include any costs associated with both Add Alternate options listed in section L of the Work Statement.

Offerors must include hourly rates for key personnel for additional services that may be identified and are not included in proposal.

Any additional costs for additional solutions not required in the Work Statement but included in Offeror's solution must be identified as alternate options.

#### **II-8. Technical Response (Tab G).**

Provide a detailed explanation of the Offeror's ability to provide the goods and services detailed in the Work Statement. Each line item of IV.2 Specific of the Work Statement must be addressed either with "compliant", "non-compliant" or with a written response, when applicable. Any item that is "non-compliant" should have a written explanation or an alternative to the requirement. All exceptions and/or alternatives will be clearly identified, and the written explanation will include the scope of the exception, the ramification of the exception for the Authority and a description of the advantages to be gained by the Authority as a result of any exception and/or alternative.

Although the Work Statement in this RFP represents the Authority's anticipated needs, there may be instances in which it is in the Authority's best interests to permit exceptions to the Work Statement and accept alternatives.

Offeror must demonstrate a complete understanding of the Authority's requirements, demonstrate their ability to meet all requirements and outline a clear and concise plan to meet the requirements. Proposals should describe Offeror's approach to providing and implementing a payroll, time and attendance control and HRMS system to meet the Authority's needs.

The proposal should make clear why the Authority should select the Offeror instead of one of its competitors. Highlight unique qualifications, experience, approach, background, added services, technologies, innovations, or other characteristics of your company that make it the best choice.

#### **II-9. Sample Implementation Schedule (Tab H).**

Include a project schedule that includes milestone tasks and associated fees. Fee schedule to include deliverables and milestone payments.

Provide a detailed schedule of project requirements including milestones and payment milestones for delivery, installation, training, transition plan, any dual processing and testing. Milestones must include special project requirements related to coordination with work by others and phasing.

As a separate sub section, provide a Data Conversion Plan detailing how and in what sequence old components of the existing system will be phased-out and how components of the new system phased-in. Discuss how both systems (new & existing) will operate together until such time that the new system is fully integrated.

The final implementation schedule will be finalized with the selected Offeror at the kick-off meeting.

#### **II-10. Sample Training Plan (Tab I).**

Provide a sample training plan that meets the requirements described in the Work Statement.

#### **II-11. Proposed Device Specifications (Tab J).**

Provide the specifications of all hardware included in your proposal, such as time and attendance.

#### **II-12. Insurance Requirements (Tab K).**

The successful Offeror will be required to submit Insurance Coverage as outlined in *Appendix C*. Offerors must submit with their proposal a sample certificate of insurance from a recent project that meets the requirements. If you do not currently carry the level of insurance that is required, you must submit a letter from your insurance company indicating that they will provide the required insurances as outlined in this RFP if awarded a contract.

If you would like to request a waiver or relief for any coverages required, you must submit that request during the question period and allow the Authority to respond via addendum.

**Insurance requirements will not be negotiated after the proposal due date.**

#### **II-13. Proposed Amendments to Contract (Tab L).**

If successful, this procurement process will result in the presentation of a completed final-form contract to the Authority's Board for approval at a public meeting. To advance that goal a sample contract is included for review as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal** in order to be considered.

#### **II-14. Disclosure of Legal Actions (Tab M).**

Provide a summary and the status of any current or ongoing legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship. The existence of any such pending actions, suits, proceedings, claims or investigations may be a factor considered by the Authority in determining which Offeror should be awarded that contract but will not automatically disqualify the Offeror from consideration. Should there be no legal actions, suits, proceedings, claims or investigations pending with any governmental agency with which the Offeror has had or currently has a contractual relationship, a statement to that effect will be included.

#### **II-15. Information Security and Compliance (Tab N).**

Provide documentation as required in section M2 of the Work Statement.

#### **II-16. Additional Information (Tab O).**

Any additional information or alternative solutions not specifically requested in this RFP but which the Offeror deems important and relevant should also be submitted.

## PART III

### CRITERIA FOR SELECTION

**III-1. Mandatory Responsiveness Requirements.** To be eligible for selection, a proposal shall be (a) submitted by an Offeror who was represented at the mandatory pre-proposal meeting; (b) timely received from an Offeror; (c) properly signed by the Offeror.

**III-2. Technical Nonconforming Proposals.** The three (3) Mandatory Responsiveness Requirements set forth in Section III-1 above are the only RFP requirements that the Authority will consider to be non-waivable. The Authority reserves the right, in its sole discretion, to waive any other technical or immaterial nonconformities in the proposal, allow the Offeror to cure the nonconformity, or consider the nonconformity in the evaluation of the proposal.

**III-3. Proposal Evaluation.** Proposals will be reviewed, evaluated and rated by an Evaluation Committee consisting of Authority employees. The Evaluation Committee will recommend the proposal determined to be most advantageous to the Authority as determined by the criteria listed below to the Authority Board.

During the evaluation process, the Evaluation Committee may require an Offeror to answer questions with regard to the proposal and/or require certain Offerors to make formal presentations to the Evaluation Committee.

**III-4. Evaluation Criteria.** The Authority determined that it is not advantageous for it to use a bidding process in order to secure the services of detailed in this RFP because it wished to consider criteria other than price in the award process, in particular, the Offeror's qualifications and experience.

Proposals will be evaluated consistent with the requirements of this RFP to determine the most responsive Offerors as follows:

- a. Responsiveness of the proposal to the submission requirements set forth in the RFP. **Weight: 5%**
- b. Qualification and experience of the Offeror with regard to the Work Statement outlined in the RFP. **Weight: 25%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, implementation plan, training plan, reference feedback and past performance. **Weight: 45%**
- d. Proposed schedule, fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 15%**
- e. Small and Small Diverse Business participation. **Weight: 10%**

## **PART IV**

### **WORK STATEMENT**

#### **IV-1. General.**

The Authority is seeking proposals from a qualified firm to provide an integrated payroll and human resources management system ("HRMS").

The Authority employs approximately 1200 employees consisting of a unionized and non-unionized demographic. Within its unionized population, there are five (5) collective bargaining units, and within each unit, there are several locals. Each local has its own set of unique work rules and workgroup policies related to time and attendance, payroll, and HR, therefore any system the Authority utilizes must be able to accommodate such. The Authority must always remain compliant with these policies.

The current payroll and human resource management system is outdated and does not provide the most up-to-date technological advances available in the industry. The Authority may also be interested in the possibility of integrating a time management component with its HRMS and Payroll system.

**The Authority recognizes that technology advances the plethora of workforce solutions and therefore welcomes Offerors to provide other solutions not listed within the scope of services to assist with efficiencies in its HR/Payroll processes.**

#### **IV-2. Specific.**

The Authority is seeking a solution that allows the Authority to manage payroll, time and attendance, and human resources processing effectively and efficiently ("System") through the following (this list is not exhaustive):

##### **A. Basic:**

1. User-friendly, secure, and easily accessible with no interruptions.
2. Capable to run with multiple administrative users in the System simultaneously.
3. Ability to interface with other systems, including hardware, software and Authority systems.
4. Expert dedicated account support, which must include a dedicated primary contact.
5. Remote/Mobile capabilities across all platforms, offered in proposal.
6. Customizable/ad-hoc reporting.
7. Employee Self-Service ("ESS") capabilities.
8. Employee Profile notification and flagging capabilities (via email and system to authorized Authority personnel).
9. Single sign-on authentication to access all modules.
10. Ability to assign temporary or permanent authorized users for auditing/investigative purposes.
11. Tiered access to see confidential data by user-groups.
12. Solutions for Disaster Recovery.
13. Employee history.

##### **B. Payroll Processing:**

1. Payment of wages.
2. Federal, multi-state and local payroll tax processing.

3. Direct deposit/live check processing.
4. Quarterly and Annual Federal/state/Local payroll tax filings.
5. Payroll/management reporting.
6. Employee IRS Forms W-2 processing.
7. Payroll deductions.
8. Employee record keeping.
9. Customizable pay statements.
10. General ledger data upload/interface.
11. Employer 403(b) contribution calculations.
12. Final pay processing, including calculations of accrued PTO.
13. Employee Self Service processing of W-4 and direct deposit.
14. Child support and garnishment management.
15. The Offeror must be capable of running dual processes concurrently between the Authority's old system and the new system throughout the implementation phase to ensure a seamless transition.

**C. Benefits Management:**

1. Streamlined solutions for employee self-service options.
2. Ease of access to employee benefits information.
3. Open enrollment capabilities – should include automation to identify specific timeframes for changes.
4. COBRA services.
5. Employee leave of absence and unpaid status tracking for freezing of benefits (excluding where required by law).
6. Employee tracking including inactive and active employees.
7. Group-term life, voluntary benefits, and healthcare benefits calculations.
8. Management and tracking for all healthcare benefits and fringe benefits.
9. Integrated with payroll for deductions codes related to health and fringe benefits.
10. Affordable Care Act ("ACA") tracking and reporting.
11. Customizable/Robust ad hoc reporting. Ex: health census, demographic reporting.
12. Retirement benefits calculations.
13. Union specific management and tracking.
14. File feeds from System to carriers. For example, health insurance carriers.
15. Demonstration of HIPAA compliance.

**D. Talent Acquisition and Management:**

**1. Applicant Tracking System ("ATS"):**

- a. Designated career page that can be integrated into the Authority's website and post on external job boards.

- b. Designated Hiring Managers with capabilities of managers submitting vacancy requests with multiple approval process.
- c. Ability for Hiring Managers to create job postings for HR review and submit supporting material including exams and interview questions.
- d. Customizable solutions for applicant qualifications based on position with AI-powered candidate scoring based on qualifications and experience.
- e. Position budgeting & vacancy tracking.
- f. Applicant communication tools to pre-screen and schedule interviews, testing, and start date.
- g. Capabilities of seamlessly transferring applicant data to hire.

**2. System Automation:** must include solutions from hire to retire.

- a. **Onboarding/Orientation:** Integrated fully digital presentation, with Multimedia elements (videos, infographics, etc.), interactive hiring, policy, and benefit election forms that can be completed and submitted electronically.
- b. Digital personnel actions notices.
- c. **Offboarding:** Digitalized retirement/resignation forms and exit interview linked to employee profile.

**3. System solutions for digitized employee records and signatures.**

**E. Case Management System:**

- 1. Data security and privacy protection.
- 2. Automated workflow for case management from open to close with AI automated prioritization and task management tools, alerts, and notifications.
- 3. Secure two-way communications between employer and employee.
- 4. Integrated forms including intake and summary of findings.
- 5. Ability to assign temporary or permanent authorized access.
- 6. Supporting management for cases involving employee grievances, disciplinary actions, and complaints.
- 7. HCM/HRIS Integration.

**F. Learning Management System:**

- 1. A learning and development web-based platform, mobile-friendly and authentication verification, easily accessible to employees, with the capability to track compliance and history.
- 2. Modules with pre-designed and up-to-date course content must be readily available from the System library, and the Authority must be able to upload course material. Identify any other solutions provided by the System.
- 3. Tuition reimbursement tracking, reporting and management.
- 4. System must have the ability to test employees on the material presented.
- 5. Digital certificates and awards upon completion that can be integrated with employee profile and ATS essentially identifying their qualifications within a specific skill set or area of knowledge.

**G. Performance Management:**

- 1. Describe System solution for performance evaluations which must include Performance Improvement Plan indicators such as performance gaps, measurable goals, action plans, timelines, etc. and be visible to employee in ESS.

2. Describe System solution for annual increments, probationary evaluation, and automated notifications to managers for completion.
3. System must have integrated alerts identifying significant dates of employment such as hire, probation periods, and incremental years of service (6 mos., 1yr, 5yr, 10yr, 15yr, 20yr etc.).

#### **H. Compensation Management**

1. Salary benchmarking data for analysis.
2. Describe solutions to automate and integrate salary scales, annual cost of living adjustments, and other compensation functionalities vendors can offer.
3. System must be capable of effectively dating each salary change along with reason for the change. Authorized Authority personnel must have the ability to modify or override.

#### **I. Report Management**

1. User-friendly platform for administrators to run standard reports and the capability to create reports. All System functions and fields must be reportable. Any required reports that cannot be generated by the Authority will be provided by the Contractor at no additional cost.
2. Dashboards and data analytics to track key HR metrics.
3. System must have capabilities for identifying appropriate Equal Employment Opportunity (“EEO”) classification and worker's compensation classification codes.

#### **J. Workforce Management**

1. System must have solutions for storing and/or categorizing workforce by group, e.g., unionized vs non-unionized workforce.
2. Capability to create job groups separately from employees, i.e., Director position should include applicable work comp code, EEO code, etc. and all data must be stored based on specific job, not the employee.

#### **K. System Functional Requirements**

1. The Authority is looking for a solution that is sufficiently robust and adjustable to accommodate the changing needs of the Authority. The System must provide flexible, real-time validation of reported information against policies. All calculations must be performed in real-time, directly in the core software as time and attendance data is entered.
2. Identify how existing data will be migrated and provide a transparent plan for migrating legacy data such as historic payroll data and employee profiles.
3. Identify any limitations to data migration and provide alternative solutions.
4. The System must have the capability to automatically adjust time and date changes due to daylight savings, leap year, and federal holidays and include options to modify.
5. Authorized Authority personnel must have the ability to update/add attendance codes, attendance rules, security, etc. without the intervention of the selected Offeror.
6. Customization, specific to the Authority, must automatically migrate to future System releases. Identify how this will be accomplished.
7. Offeror must describe any limitations to historical time data, demographics, accrual information, and current profile setups associated with the proposed time management solution.



## **L. Add Alternate**

### **1. Time and Attendance**

- a. Payroll system interface with automated self-service timekeeping system, including time tracking by employee, by project or task, and allocation.
- b. Time off planning rule that allows filtering per group (calendar management). Automated holiday population rule- prepopulated at least (6) six months in advance. Set time perimeters for requested leave.
- c. Timecards categorized/configured by FLSA status; leave balance accrual, use, and tracking.
- d. Capability to automatically freeze accruals at a future date, for example in an unpaid status for sixteen days.
- e. Capability to maintain historical records associated with time and attendance functions. Leave modules, including employees on FMLA, workers' compensation, or other forms of leave of absence for adequate tracking.
- f. The Authority wants its employees to have up-to-date information about their leave balances, and to be able to obtain this information without the assistance of personnel from the HR and Payroll Departments.
- g. Employee Call-Out system that can automatically populate to timecard.

### **2. Workers Compensation and Incident Reporting**

- a. A seamless injury reporting section integrated within the System.
- b. For injury reporting, this section must only be utilized as a tool for employees or managers to report incidents and remain separate from the HR/Payroll section but must allow for connection to the individual's demographic data.
- c. The module must allow the Risk Management team to manage and track employee work-related injuries and provide a workflow for employees to report the incident to the designated Supervisor and, subsequently, to Risk Management.
- d. The module must be able to record incident details, manage claims and alternate work assignments, and calculate workers' compensation costs associated with these events.
- e. Must be able to provide file feeds to the Authority's third-party carrier, all within the System.
- f. Reporting capability to track key metrics.

## **M. Information Security and Compliance**

### **1. System Technical Architecture**

- a. The System must be compatible with all major web browsers, including but not limited to, Safari, Firefox, Microsoft Edge, and Google Chrome.
- b. If the Time Management component is separate, it must integrate with the Authority's HRMS.
- c. The proposed solution must map comprehensively with current customizations during migration design and implementation.

### **2. Availability and Failover:** Provide documentation and proof of the following in **Tab N** of your proposal:

- a. Uptime quarterly reports supporting uptime guarantees.
- b. Reliable backup and restore procedures including restore point and restore time estimates.

- c. Failover capabilities that cascade from server to server and from data center to data center in the event of a regional disaster, such as a hurricane or flood.
- d. Facilities with reliable power, cooling, and network infrastructure.
- e. High-availability infrastructure, including networking, server infrastructure, and software.
- f. Notification procedure for maintenance windows and unexpected outages.

#### **N. Training**

1. **Implementation Training:** Provide in-person training on the solution to the Authority's Payroll and HR personnel.
2. **Post-Implementation Training:** Provide training to Authority managers and supervisors to utilize the solution and identify if this will be performed in-person or virtual.
3. **Ongoing Training:** Provide on-going training as requested by the Authority and identify if this will be performed in-person or virtual.
4. **Training Material:** Contractor will provide electronic training materials and update as necessary.

## PART V

### CONTRACT TERMS AND CONDITIONS

**V-1. Sample Contract.** A sample contract is attached to this solicitation as *Appendix B*. Please review the sample contract carefully. Any exceptions or requested changes to the contract **must be clearly noted in the proposal (Tab L)** in order to be considered.

Exceptions or requested changes to the sample contract will be considered a part of the response. Exceptions or requested changes to the sample contract should be made with great care, because the number of changes made or the need for subsequent negotiations will factor into the scoring of the proposal.

The Authority's Contractor Integrity Provisions are attached to the proposed form of contract as Exhibit "A". Those Provisions apply to every Authority contractor and any party seeking to contract with the Authority. By submitting a proposal to this public procurement process the potential contractor agrees to comply with the Contractor Integrity Provisions.

**V-2. Contract Term.** The term of the contract shall commence on the effective date and will end twelve months after final system acceptance, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 9 (nine) additional 1 (one) year terms.

# Appendix A

## Proposal Form

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

**PAYROLL AND HUMAN RESOURCES MANAGEMENT SYSTEM**  
**RFP No. 25-02**

**PROPOSAL FORM**

1. The undersigned submits this proposal in response to the above referenced **RFP No. 25-02 Payroll and Human Resources Management System** being familiar with and understanding the advertised notice of opportunity, General Information, Work Statement, Proposal Form, Affidavit of Non-Collusion, and Addenda if any (the "Proposal Documents"), as prepared by the Philadelphia Parking Authority and posted on the Authority's Internet website and on file in the office of the Authority at 701 Market Street, Suite 5400, Philadelphia, PA 19106. The party submitting a proposal is the "Offeror".
2. The Authority reserves the right to withdraw and cancel this RFP prior to opening or to reject any and all proposals after proposals are opened if in the best interest of the Authority, in the Authority's sole discretion. If the Authority accepts Offeror's offer, Offeror agrees to execute a contract memorializing the proposal's terms if the contract is delivered to Offeror within 60 days of the proposal opening date. This provision will not be interpreted to preclude the execution of a contract related to this proposal outside of that 60-day period.
3. Offeror acknowledges receipt of the following addenda:

Addendum	Date
_____	_____
_____	_____
_____	_____

4. **Contract Term.** The term of the contract shall commence on the effective date and will end twelve months after final system acceptance, unless it is terminated earlier pursuant to the terms of the contract. The term of the contract may be extended by and at the sole option of the Authority for up to 9 (nine) additional 1 (one) year terms.

5. **Requirement Statement:** The undersigned Offeror agrees to provide an integrated payroll and human resources management system as specified in the Work Statement, any Addenda, if issued and the response submitted.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

6. **Insurance Requirements:** The undersigned Offeror agrees to the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued.

---

Signature

---

Name  
(Please Print)

---

Title

---

Date

**7. Offeror Signatures: Complete one section below.**

**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, Assistant Treasurer, or Officer. 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 Offeror

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

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

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**If offer is by a business entity other than a corporation form must be dated and signed here:**

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Entity

\_\_\_\_\_  
Business Name of Offeror

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

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

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



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

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

RFP No. \_\_\_\_\_

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of my organization) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this proposal and I have placed my signature below.

I state that:

(1) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Offeror or potential Offeror.

(2) Neither the price(s) nor the amount of this proposal, and neither the terms nor the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is an Offeror or potential Offeror, and they will not be disclosed before proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal in response to this Proposal, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my organization is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal. I have read, understand and will abide by the Authority's Contractor Integrity Provisions.

(5) \_\_\_\_\_ (my organization's name) its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (my organization's name) understands and acknowledges that the above representations are material and important and will be relied on by The Philadelphia Parking Authority when awarding the contract for which this proposal is submitted. I understand and my organization understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The Philadelphia Parking Authority of the true facts relating to the submission of proposals / proposals for this contract.

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_ DAY  
OF 20\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**9. 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. ....

iii. ....

d. **Philadelphia Commercial Activities License Number:** \_\_\_\_\_

e. **Federal EIN Number:** \_\_\_\_\_

# Philadelphia Parking Authority

## SMALL AND SMALL DIVERSE BUSINESS PARTICIPATION SUBMITTAL

(Copy as needed)

RFP Name and Number: \_\_\_\_\_

Offeror/Subcontractor: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

### OFFEROR INFORMATION:

Does the Offeror/subcontractor hold a Small Business Procurement Initiative certificate issued by the Pennsylvania Department of General Services? ☐ Yes ☐ No (MUST check one)

If yes, please identify each category that applies to your business:

1. \_\_\_\_\_.
2. \_\_\_\_\_.
3. \_\_\_\_\_.
4. \_\_\_\_\_.
5. \_\_\_\_\_.

If this form is being completed for a subcontractor, please indicate the percentage and dollar amount of the contract the subcontractor will receive if Offeror is awarded the contract.

\$ \_\_\_\_\_ %

The Offeror will need to attach a copy of the their SBPI certificate and the subcontractor's SBPI certificate, if applicable. Offeror and/or subcontractor will be required to maintain their status as a certified Small or Small Diverse Business throughout the entire term of the contract.

**This form must be completed and submitted with your proposal.** If you do not participate in the Small Business Procurement Initiative, please check the box for "No" and submit with your proposal.

MANAGER OF CONTRACT ADMINISTRATION  
THE PHILADELPHIA PARKING AUTHORITY  
701 MARKET STREET, SUITE 5400  
PHILADELPHIA, PA 19106



**Proposal Decline Form:** RFP No. 25-02 Payroll and Human Resources Management System

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

The undersigned contractor declines to submit an offer for this project.

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

- ☐ Requirements 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
- ☐ Work Statement unclear (explain below)
- ☐ Unable to meet Insurance Requirements
- ☐ Unable to meet Contract Requirements (explain below)
- ☐ Other (specify below)

Comments:


Upon completion of this form, please email the form to Shannon Stewart, Manager of Contract Administration, at [sstewart@philapark.org](mailto:sstewart@philapark.org). A link to the electronic version of this form can be found on our website or by clicking this link, <https://app.smartsheet.com/b/form/1da4e7ea846744a5bde14af347e935f1>.

# Appendix B

## Sample Contract

# CONTRACT FOR HUMAN CAPITAL MANAGEMENT SERVICES

Contract No. K-25-0003

This Contract for Human Capital Management Services ("Contract") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2025 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 ("**Authority**") and \_\_\_\_\_, with a registered address at \_\_\_\_\_ ("**Contractor**").

## RECITALS

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

**WHEREAS**, the Authority requires a software solution comprising of full-scope human capital management ("HCM") services that includes human resources, employee payroll, employee benefits, onboarding employees, and other human resource-related tasks;

**WHEREAS**, Contractor is a technology company that provides cloud-based software as a service human capital management services;

**WHEREAS**, the Authority determined that it is was not advantageous for it to use a bidding process for the procurement of the software solution and HCM services because it wished to consider criteria other than price in the award process;

**WHEREAS**, the Authority prepared and issued a Request for Proposals "Payroll and Human Resources Management System No. 25-02" ("RFP") on \_\_\_\_\_, 2025;

**WHEREAS**, Contractor submitted a conforming proposal to the RFP on \_\_\_\_\_ ("Proposal");

**WHEREAS**, upon review of the Proposal responding to the RFP, the Authority's Board voted at a public meeting to award this Contract to Contractor; and

**WHEREAS**, Contractor agrees to provide the software solution and HCM services to the Authority in accordance with the Work Statement of the RFP and Tab \_\_\_\_ of the Proposal.

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

## 1. DEFINITIONS

"Additional Services" means any changes or additions to the Services that: (1) has a value or utility separate from the use of the Services and (2) is priced and offered separately from the Services.

“Authority” means The Philadelphia Parking Authority.

“Authority Data” means all content, information, and data the Authority inputs into the Subscription Services.

“Confidential Information” means Copyrights, Trade Secrets, Technical Information, Technology, and any and all other confidential and/or proprietary information provided by one Person (“Discloser”) to another Person (“Recipient”) pursuant to this Contract or otherwise, relating to, among other items, the research, development, products, processes, business plans, customers, finances, suppliers, and personnel data of or related to the business of Discloser, including, without limitation, the Subscription Services and all Documentation. Confidential Information also includes all “non-public personal information” as defined in Title V of the Gramm-Leach-Bliley Act (15 U.S. C. Section 6801, et seq.) and the implementing regulations thereunder (collectively, the “GLB Act”), as the same may be amended from time to time. Confidential Information does not include any information: (1) Recipient knew before Discloser provided it; (2) which has become publicly known through no wrongful act of Recipient; (3) which Recipient developed independently, as evidenced by appropriate documentation; or, (4) of which Recipient becomes aware from any third Person not bound by non-disclosure obligations to Discloser and with the lawful right to disclose such information to Recipient. Notwithstanding the foregoing, specific information will not be deemed to be within the foregoing exceptions merely because it is contained within more general information otherwise subject to such exceptions.

“Contract” means this Contract and all schedules, exhibits, and appendices attached thereto and any and all subsequent duly executed amendments thereto.

“Copyrights” means copyrighted and copyrightable materials, whether or not registered, published, or containing a copyright notice, in any and all media, and further including, without limitation, any and all moral rights and corresponding rights under international agreements and conventions, all derivatives thereof, and any and all applications for registrations, registrations, and/or renewals of any of the foregoing.

“Customization” means any improvement, derivation, extension or other change to the Subscription Services made by Contractor at the request of the Authority, including any that result from the joint efforts or collaboration of Contractor and the Authority. Contractor may, from time to time, incorporate customizations into the Subscription Services as “Enhancements.”

“Data Migration” means the process of selecting, preparing, extracting, and transforming the Historical Data and permanently transferring it from one software solution to another.

“Data Migration Plan” means the plan to be prepared by Contractor with Authority support that identifies the Data Migration elements: Historical Data, schedule, information, personnel, and any other items agreed upon by the Parties as integral to the migration of Historical Data.

“Documentation” means the written specifications for the Subscription Services or published online by Contractor on its website.

“Effective Date” means the date the Contract has been awarded by the Authority’s Board, executed by the Contractor, and then executed by the Authority. The Authority’s Executive Director will note the Effective Date on the signature page of the Contract.

“End User” means any employee(s), affiliate(s), agent(s), or representative(s) of the Authority, or any other person under the direction or control of the Authority that is authorized by the Authority to use the Subscription Services or access the Subscription Services for purposes of performing data entry, analysis, or reporting.

“Enhancement” means a change or addition, other than maintenance modifications, to the Subscription Services including, without limitation, all new releases, that improve functions, add new functions, or significantly improve performance of the Subscription Services; provided, however, that Enhancements do not include any Additional Services.

“Final Acceptance Certificate” means the Authority’s final written acceptance of the Subscription Services to be provided by Contractor under this Contract.

“Historical Data” means all content, information, and data the Authority currently stores and manages on the SAGE Human Resource Management System solution which the Authority currently licenses.

“Implementation Plan” is a comprehensive written plan drafted by Contractor describing the schedule for the implementation of the Services and the specific dates for completion thereof. The Implementation Plan includes, but is not limited to, the list of deliverables, project schedule, specific tasks to be completed, employee Training schedule, and Data Migration Plan.

“Notice of Completion” is a written notice from Contractor to the Project Manager stating that delivery, installation, and implementation of all Subscription Services, and/or Third-Party software has been completed and that the Subscription Services are available for acceptance testing.

“Party” or “Parties” means the Authority or Contractor, or both, as the context dictates.

“Patents” are all patentable materials, letters patent, and utility models, including, without limitation, all reissues, continuations, continuations-in-part, renewals, Derivatives, and extensions of any of the foregoing and all applications therefor (and patents which may issue on all such applications).

“Purchase Order” means an order form generated by the Authority detailing the Services requested, the term length of the Services, the price of the Services, and payment terms of the Services to be provided by Contractor.

“Professional Services” means the deployment, launch, configuration, implementation, integration, delivery, consulting, managed, and other similar Services provided by Contractor.



“Project Managers” means the person or persons authorized by the Authority to work with Contractor to implement the Services, submit Subscription Services issues to Contractor to resolve, and authorize Contractor to make changes to the list of End Users. The Authority’s Project Managers are Antonina Miller, Senior Human Resources Director, who may be reached at 215-683-9705 or by e-mail at [amiller@philapark.org](mailto:amiller@philapark.org) and Derrick Lowery, Director of Payroll, who may be reached at 215-683-9722 or by e-mail at [dlowery@philapark.org](mailto:dlowery@philapark.org)

“Services” means the (a) Subscription Services; (b) Support Services; (c) Professional Services and; (d) Training Services.

“Subscription Services” means those Contractor software-as-a-service (“SaaS”) applications set forth on the Purchase Order, including the Contractor data accessible therein, and made available to the Authority via a hosted multi-tenant environment to use on a subscription basis.

“Support Services” means support and maintenance services provided by Contractor for the Subscription Services as described in this Contract

“Training Services” means in person and virtual instructor-led training and courses, including online, on-demand, in-product, and on-site courses provided by Contractor.

“Third Party Software” is software utilized in tandem with the Subscription Services, and necessary to enable Subscription Services to perform the specifications, supplied by Contractor with the Subscription Services or acquired directly by the Authority on the advice of Contractor.

“Trademarks” are trademarks, service marks, logos, trade names, and/or domain names including, without limitation, any and all common law and/or statutory rights therein and any and all applications to register and/or registrations therefor, anywhere within or outside of the U.S.

“Update” is a revision of the Subscription Services released by Contractor to End Users receiving maintenance and support services from Contractor. "Update" does not include any Additional Services.

“Upgrade” is an Enhancement to the Subscription Services to add new features or functions. Upgrades include revisions that are made to the Subscription Services to conform to a newer version of the operating software.

“Work Statement” means part IV of the RFP.

## **2. CONTRACT DOCUMENTS**

The documents forming this entire Contract between the Authority and Contractor consist of this Contract and the following:

Exhibit “A” - RFP

Exhibit “B” - Proposal

Exhibit “C” - Implementation Plan

Exhibit “D” - Final Acceptance Certificate

Exhibit “E” - Notice of Exercise of Option to Extend Contract

Exhibit “F” - Philadelphia Parking Authority Contractor Integrity Provisions

Exhibit “G” - Customer Support Services Policy

Exhibit “H” - Service Level Agreement

### **3. TERM OF CONTRACT**

3.1. Initial Term. The initial term of this Contract will commence on the Effective Date and will end twelve (12) consecutive months after both Parties sign the Final Acceptance Certificate (“Initial Term”) subject to the termination provisions set forth in Section 16 of this Contract.

3.2. Options to Extend. After the conclusion of the Initial Term, the Authority, in its sole discretion, may extend the term of this Contract for up to nine (9) additional one-year periods (“Option Periods”). The Authority will provide Contractor with at least 30 days written notice of its intention to exercise its option to renew prior to the end of the then current term pursuant to the Notice of Exercise of Option to Extend Contract identified in Exhibit “E”.

3.3. No Waiver. The Authority’s decision to extend the Term of this Contract or exercise an Option Period is not a waiver of the “time is of the essence” provision in section 5.

### **4. SERVICES**

Vendor will provide the Services to the Authority during the Initial Term and any Option Periods. All Services must be in accordance with the technical specifications identified in the Proposal and the Work Statement.

4.1. Subscription Services. The Subscription Services will be identified in a Purchase Order submitted by the Authority to the Contractor.

4.2. Support Services. Contractor must maintain a trained and knowledgeable staff capable of providing support for the Subscription Services. Contractor will use commercially reasonable diligence to correct reproducible errors when reported to Contractor and provide phone, email, or online support 24 hours a day/ 7 days a week as set forth in Contractor’s Support Policy. Contractor will also provide periodic enhancements and modifications to the Subscription Services, including bug fixes, to correct reproducible errors reported to Contractor.

4.3. Professional Services. Contractor will provide the Professional Services listed in the Purchase Order in accordance with the Work Statement and Proposal.

4.4. Training Services. In connection with a Subscription Service, Contractor will provide (a) live virtual training facilitated by a knowledgeable instructor and delivered remotely via a published schedule intended for (i) the core team to help key functional and technical users make informed solution design and configuration decisions and to provide fundamental product knowledge, and (ii) an application and system administrator to prepare functional and technical super users to perform their most common tasks in the solution; and (b) self-paced product training. Training services outside the scope of this section will be provided by Contractor as described in a Purchase Order.

4.5. Additional Services. Any request by the Authority for Additional Services must be made by the Project Manager or authorized Authority designee on a Purchase Order and comply with section 13 of this Contract.

## **5. IMPLEMENTATION PLAN**

5.1. Implementation Plan. The Parties will meet virtually or in-person within 30 calendar days after the Effective Date to develop a mutually agreeable Implementation Plan which will be appended and incorporated into this Contract. Contractor will provide the Services according to the Implementation Plan plus any changes to that plan that are mutually agreed to by the Parties in writing.

5.2. Milestone Acceptance. Contractor may not proceed to the next milestone identified in the Implementation Plan until the Authority's Project Manager issues a Notice of Completion. The Authority's Project Manager will have sole discretion in reasonably determining whether any milestone has been successfully completed.

5.3. Milestone extension. The Authority's Project Manager may, in his sole discretion, extend the duration of any milestone event identified in the Implementation Plan for a reasonable amount of time and in each case in writing to the Contractor.

5.4. Project Management. Contractor must provide written status updates to the Authority's Project Manager pursuant to the Implementation Plan. The Contractor's designee will meet with the Authority's Project Manager and representatives at such times and in such places as reasonably requested by the Authority.

5.5. Contractor will issue a Notice of Completion to the Project Manager upon the successful completion of the Implementation Plan.

5.6. Notification. Contractor must notify the Authority Project Manager promptly in writing of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet the requirements of this Contract, or that is likely to cause any material delay in completion of the Implementation Plan contemplated by this Contract. Such notice must be given in the event of any loss or reassignment of key employees, threat of strike, or major Services failure.

5.7. Time is of the Essence. Timely performance is a primary consideration in this Contract, and, therefore, time is expressly made of the essence with respect to each and every milestone event identified in the Implementation Plan.

## **6. COMPENSATION**

6.1. The Parties agrees to the fee schedule identified in Tab \_\_\_\_\_ of the Proposal for the Services provided by Contractor to the Authority during the Term and any Option Periods (“Fee Schedule”).

6.2. The Fee Schedule includes the entire cost of all Services provided, including but not limited to all Enhancements, Updates, Upgrades, software license fees, Subcontractor fees, and time and labor used to assist the Authority with Data Migration.

6.3. Price Escalation. The cost identified in the Fee Schedule may not increase more than three percent (3%) from the previous year during the Initial Term or any Option Period.

6.4. Payment Schedule. The Authority agrees to pay the cost identified in the Fee Schedule for the Initial Term within thirty (30) calendar days of the Parties signing the Final Acceptance Certificate. If the Authority exercises its right to an Option Period, the Authority will pay the cost identified in the Fee Schedule for the applicable Option Period year net thirty (30) days.

6.5. Invoicing. Contractor will invoice the Authority on a yearly basis for the Services. All invoices must be emailed to the Authority’s Project Manager and sent regular mail to Authority’s Accounts Payable Department.

6.6. All payments to Contractor are based upon the Project Manager’s reasonable acceptance of the Services provided by Contractor.

## **7. DATA MIGRATION**

7.1. Contractor must assist the Authority and provide customer support services with the Data Migration in accordance with the Data Migration Plan.

7.2. The Authority must be able to access, input, and use the Historical Data during Data Migration and the Services provided by Contractor must not interfere with the Authority’s access and use of Historical Data during Data Migration.

## **8. ACCEPTANCE TESTING**

Upon the Project Manager’s receipt of a Notice of Completion, the Authority and Contractor will conduct one or more acceptance test(s) of the Subscription Services to ensure the Subscription Services satisfy the applicable acceptance criteria set forth in the Work Statement and Proposal.

## **9. FINAL ACCEPTANCE**

9.1. The Parties will memorialize Final Acceptance of the Subscription Services by promptly executing a Final Acceptance Certificate. Only the Authority's Executive Director is authorized to execute and issue the Final Acceptance Certificate to the Contractor.

9.2. If, in the sole discretion of the Authority's Executive Director, any part of the Subscription Services do not meet the requirements of the acceptance test specifications, the Authority may (1) permit Contractor to repair the Subscription Services so that it meets the acceptance test specifications in all material respects, all at no additional expense to the Authority, or (2) reject the Subscription Services as a whole and require Contractor, at Contractor's sole expense, to remove the Subscription Services without liability to the Authority. In the event of the Authority's rejection of the Subscription Services, any amounts paid by the Authority for the Subscription Services will be promptly refunded by Contractor to the Authority.

## **10. SERVICE LEVELS**

The Services provided by Contractor must meet or exceed the service levels identified in the Customer Support Services Policy and the Service Level Agreement.

## **11. AMENDMENTS**

11.1. Changes. Any proposed change(s) to this Contract that relate to (i) the deletion of Services, (ii) adding Additional Services, (iii) changing or modifying Services, or (iv) making other changes that materially alters the scope of this Contract, including the approval of all performance and payment schedules, must be approved by the Authority's Executive Director in writing.

11.2. Additional Compensation. The Parties agree that only the Authority's Board may consent to any additional compensation for Additional Services requested by the Authority. Any changes to the Contract made pursuant to this section must be by written amendment to this Contract and signed by the Authority's Executive Director.

## **12. TAXES AND OVERHEAD COSTS**

12.1. Taxes. Contractor will be responsible for payment of all taxes, fees, duty, levy, contributions or charges, including any interest and penalties, applicable to the conduct of Contractor's business.

12.2. Contractor 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. Contractor certifies that its Philadelphia Activity License No. is: \_\_\_\_\_. Contractor further certifies that its Federal Tax ID. No. is: \_\_\_\_\_.

12.3. 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. Contractor agrees that the fees, prices or rates

stated in this Contract (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 Contractor is liable. In the event Contractor's performance under this Contract creates a tax liability, such taxes, including but not limited to, real estate taxes, school taxes, use & occupancy taxes, and sales taxes will be the sole obligation of Contractor, and Contractor will 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 Contractor's performance under this Contract.

12.4. Overhead costs. At no time will Contractor be reimbursed for any administrative or overhead costs incurred by Contractor in fulfilling the terms of this Contract, including, but not limited to, any time, fees or expenses associated with Contractor's travel, fuel, lodging, or food in connection with Contractor's Services without the advanced written approval of the Authority's Executive Director.

### **13. REPRESENTATIONS AND WARRANTIES**

13.1. Contractor's Responsibility. Contractor understands and accepts full responsibility for all requirements and deliverables defined in this Contract. Contractor warrants that it has read and agrees with the specifications contained in the Work Statement and agrees to inform the Authority of any unforeseen conditions which will materially affect performance of the work or Services within forty-five (45) days of the Effective Date and will not proceed until written instructions are received from the Authority's Project Manager.

13.2. Power to Make Contract. Contractor represents and warrants that Contractor has full right and authority to perform its obligations under this Contract and that the Authority will be entitled to use the Subscription Services without disturbance or failure of operation during the Term or any Option Period.

13.3. Warranty Against Infringement.

13.3.1. Contractor agrees to defend and indemnify the Authority of all direct losses, costs and damages resulting from a determination that the Subscription Services as supplied to the Authority infringes any United States patent rights, copyrights, or trademarks provided that: the Authority promptly notifies Contractor in writing upon the Authority becoming aware of the existence of any such suit, action, proceeding or threat; allows Contractor sole control of the defense or settlement (or both) thereof, provided there is no cost to the Authority; and provides such reasonable cooperation as Contractor may require. In no event will the Authority consent to any judgment or decree or do any other act in compromise of any such claim without Contractor's express prior written consent. In no event will Contractor be liable for the payment of any amount agreed to in settlement without its express consent. In the event that the Authority is enjoined from use of the Subscription Services due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, Contractor will, at its option, either:

13.3.1.1. Modify the Subscription Services, at Contractor's sole expense, so it becomes non-infringing; or

13.3.1.2. Replace the infringing Subscription Services with an equal non-infringing Subscription Services of equal quality, at Contractor's sole expense; or

13.3.1.3. Procure, at Contractor's sole expense, the necessary licenses for the Authority to continue using the Subscription Services; or

13.3.1.4. Remove the Subscription Services and refund the purchase price and transportation costs thereof.

## **14. TERMINATION**

14.1. Termination for Convenience. The Authority will have the right to terminate this Contract, without cause, by giving not less than thirty (30) days' written notice of termination to Contractor.

14.2. Termination for Default. If Contractor fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law or at equity, the Authority may terminate this Contract immediately upon written notice to Contractor.

14.3. Power to Terminate. Only the Authority's Executive Director is empowered to terminate this Contract on behalf of the Authority.

14.4. Consequences of Termination. In the event of termination, Contractor must:

(a) deliver to the Authority copies of all reports, documents, and other work performed by Contractor under this Contract, and upon receipt thereof, the Authority will pay Contractor for any Services performed up to the date of termination;

(b) Stop the performance of all or the portion of this Contract specified by the Authority on the date and to the extent specified in the notice of termination;

(c) Place no further subcontracts or orders for Services, except as may be necessary for completion of performance of such portion of this Contract as is not terminated;

(d) Terminate all subcontracts to the extent that they relate to the performance of the portion of this Contract which is terminated;

(e) Settle all outstanding liabilities and all claims arising out of such termination of subcontracts with the approval of the Authority, which approval will not be unreasonably withheld and will be final for the purposes of this Article;

(f) Complete performance of the Services in accordance with this Contract of any such part of the Services which have not been terminated by the notice of termination; and

(g) Take such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

14.5. Except where this Contract is terminated for the actions or inactions of the Authority, the Parties agree that the Authority is under no obligation to compensate Contractor for its time, fees, costs, or any other expenditure associated with the termination or expiration of this Contract.

## **15. DISPUTE RESOLUTION**

15.1 Resolution of Claims and Disputes. The Parties will make reasonable efforts to reach a negotiated resolution of any claims or disputes arising out of the interpretation, application, implementation, or performance of this Contract before seeking legal relief.

15.2 Legal Relief. Notwithstanding the foregoing, either Party will have the right to initiate a legal action seeking monetary damages in the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas, arising out of the interpretation, application, implementation, or performance of this Contract. The requested relief may also include a request for temporary, preliminary, or permanent injunctive relief.

15.3 Continuation of Work During a Claim. Unless otherwise ordered by a court or requested by the Authority, at all times during the course of a claim (including litigation), the Contractor must proceed diligently with the performance of this Contract and must continue to work as directed by the Authority Project Manager, in a diligent manner and without delay, and will be governed by all applicable provisions of this Contract. During the pendency of the claim or dispute (including litigation), the Authority will make payments of undisputed amounts in accordance with this Contract.

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

16.1. Gifts. Contractor does 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 Contract 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 Contractor.

16.2. Conflict of Interest. To the best of Contractor's 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 Contractor. If such transaction comes to the knowledge of the Contractor at any time, a full and complete disclosure of such information must be made to the Authority.

16.3. Contractor Integrity Provisions. Contractor hereby acknowledges receipt and acceptance of the Authority's Contractor Integrity Provisions. Contractor, for itself, its agents and employees agrees to adhere to the Contractor Integrity Provisions and understands that failure to



do so may result in the cancellation of this Contract and the reporting of any offending event for investigation.

## **17. RIGHT-TO-KNOW LAW**

17.1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract.

17.2. If the Authority requires the assistance of the Contractor as to any request or other issue related to the RTKL in regard to this Contract (“Requested Information”), it will notify the Contractor using the contact information provided in this Contract. Upon written notification from the Authority that it requires the Contractor’s assistance in responding to such a request under the RTKL the Contractor must:

17.2.1. Provide the Authority, within 5 days after receipt of written notification, with copies of any document or information in the Contractor’s possession arising out of this Contract that the Authority reasonably believes is Requested Information and may be a public record under the RTKL; and

17.2.2. Provide such other assistance as the Authority may reasonably request, in order to comply with the RTKL with respect to this Contract.

17.3. If the Contractor considers the Requested Information to be exempt from production under the RTKL, the Contractor must notify the Authority and provide, within 5 days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL and identifying the specific provision of the RTKL that renders some or all of the Requested Information exempt from disclosure.

17.4. The Authority will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Authority determines that the Requested Information is clearly not protected from disclosures under the RTKL. In the event the Authority determines that the Requested Information is clearly not exempt from disclosure, the Contractor must provide the Requested Information to the Authority within 5 days of receipt of written notification of the Authority’s determination.

17.5. The Authority will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

17.6. If the Contractor fails to provide the Requested Information as provided in paragraph No. 4. (“Contractors’ Refusal”) the party requesting the information may have the right to challenge that failure to disclose before the Pennsylvania Office of Open Records (“OOR”) and potentially the courts. Contractor hereby understands and agrees that the Authority will not argue in favor of the Contractor’s non-disclosure of the Requested Information and will inform the tribunal that it directed Contractor to produce such information.

17.7. In the event of administrative or legal proceedings, or both, related to Contractor's Refusal, the following will apply:

16.7.1. Contractor will defend the Authority, at its sole cost, before an agency or court as to any matter or claim related to Contractor's Refusal. Contractor will provide that defense through independent legal counsel agreed to in advance by the Authority, in its sole discretion.

17.7.2. Contractor further agrees that it will indemnify and hold the Authority harmless for any damages, penalties, costs, detriment or harm that the Authority may incur as a result of the Contractor's failure to release Requested Information, including any statutory damages or order to pay any party's attorney's fees.

17.8. As between the Parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Authority's disclosure of Requested Information pursuant to the RTKL.

17.9. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration or termination of this Contract and will continue as long as the Contractor has Requested Information in its possession.

## **18. INDEMNIFICATION**

Contractor will be responsible for, and will indemnify, defend, and hold harmless the Authority and its Members, officers, employees, attorneys and agents (the "Indemnified Parties") from all claims, liabilities, damages, and costs including reasonable attorneys' fees and expert witness fees, for bodily injury (including death and workers compensation claims) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of Contractor, its employees, or its subcontractors while engaged in performing Services under this Contract or while present on the Authority's premises, and for breach of this Contract regarding the use or nondisclosure of proprietary and confidential information where it is determined that Contractor is responsible for any use of such information not permitted by this Contract. The obligations to defend and indemnify the Indemnified Parties will not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by Contractor or its subcontractors under any employee benefit act including Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act or by any negligence of the Authority, to the maximum extent permitted by law. Further, Contractor's compliance with these provisions and the limits of insurance specified in this Contract will not constitute a limitation of Contractor's liability or otherwise affect Contractor's obligations to defend and indemnify the Indemnified Parties pursuant to this Contract.

## **19. INSURANCE REQUIREMENTS**

Contractor agrees to have and maintain the insurance policies required and set forth in the RFP. All policies, endorsements, certificates and/or binders will be subject to approval by the Authority's Risk Management Department as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Authority's Risk Management Department. Contractor agrees to provide the Authority with a copy of said policies, certificates

and/or endorsements before work commences under this Contract. Contractor will pay all insurance deductibles with respect to all claims for coverage under policies within the Insurance Requirements as such claims are or have been submitted by Contractor to any of Contractor's insurance carriers. Contractor must give the Authority and the Contractor's insurance carrier prompt written notice of any claims of which Contractor has knowledge of, pending, or threatened against the Authority or Contractor relating to this Contract. Should any of the insurance within the Insurance Requirements be provided under a claims-made form, Contractor must maintain such coverage continuously throughout the term of this Contract and, without lapse, for a period of three (3) years beyond the expiration of this Contract, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Contract, such claims will be covered by such claims-made policies.

## **20. WAIVER**

Contractor agrees that the Authority's waiver of any breach or violation of any provision of this Contract or the omission by the Authority at any time to enforce any default or right reserved to it will not be deemed to be a waiver of any other provision or a waiver of any subsequent breach or violation of the same or any other provision. The Authority's acceptance of the performance of any of Contractor's Services will not be a waiver of any provision of this Contract. All remedies provided for in this Contract may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules, and regulations. The exercise of any remedy will not preclude or in any way be deemed to waive any other remedy. Nothing in this Contract will constitute a waiver or limitation of any rights that the Authority may have under applicable law.

## **21. INDEPENDENT CONTRACTOR**

Contractor, in the performance of this Contract, is an independent contractor. Contractor will maintain complete control over all of Contractor's employees, its independent contractors, any subcontractors, and Contractor's operations. Neither Contractor nor any person retained by Contractor may represent, act, or purport to act as the agent, representative or employee of the Authority. Neither Contractor nor the Authority is granted any right or authority to assume or create any obligation on behalf of the other.

## **22. COMPLIANCE WITH LAWS**

Contractor will comply with all applicable laws, ordinances, codes, and regulations (collectively, "laws") of the federal, state and local governments, including without limitation, any and all laws specified elsewhere in this Contract.

## **23. NONDISCRIMINATION**

Contractor agrees that there will be no discrimination against, or segregation of, any person, on account of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, national origin, marital status, or family status, in connection with or related to its Services provided to the Authority under this Contract.

## **24. CONFIDENTIAL AND PROPRIETARY INFORMATION**

24.1. Duty of Confidentiality. All Historical and Authority Data, documents, discussions, or other information developed, generated, discovered, or otherwise stored using the Subscription Services exclusively for the Authority (collectively the "Data") in the performance of this Contract are confidential and must not be disclosed to any person or entity except as authorized by the Authority, or as required by law.

24.2. Ownership of Subscription Services. The Authority and Contractor agree that Contractor will own the entire right, title, and interest in the licensed Subscription Services.

24.3. Ownership of Data. The Authority will maintain ownership and control of the Data generated throughout the Contract period and in perpetuity. Contractor will have the right to use the Data solely to perform or correct Services under the Contract with the Authority. Contractor may not use the Data, a subset of the Data, and/or a summary of the Data, or, cause or permit the Data, a subset and/or a summary thereof, to be used by any third party, outside the scope of the Contract without the express written consent of the Authority. Contractor will provide the Authority with all copies of all Data in its possession or control at such times as the Authority deems appropriate.

24.4. Third Party Software. With respect to any software installed pursuant to this Contract that is proprietary to a vendor other than Contractor, such software will be licensed to the Authority pursuant to the terms of the applicable third-party license agreements and at no additional cost to the Authority.

24.5. Enforcement. The Authority and Contractor agree that damages are not adequate and no adequate remedy at law exists for any threatened or actual disclosure or use of information by Contractor in violation of any provision of this Section 22 of this Contract. Accordingly, Contractor consents to the entry of an injunction against threatened or actual disclosure or use of the information in violation of any provision of this Section 22 of this Contract, without the Authority being required to post a bond or other security.

## **25. SECURITY AND DATA PRIVACY REQUIREMENTS AND PCI DSS COMPLIANCE**

25.1. Data, personal identifying information, financial account information, and restricted Authority information, whether in electronic format or hard copy, must be secured and protected at all times to prevent unauthorized access. At a minimum, Contractor will encrypt and password-protect electronic files, store and process Authority data only in North America, and adhere to any applicable security standards, including the National Institute for Standards and Technology CSF/800-14/800-53/800-82, International Organization for Standardization 15408/27001/27002, International Society for Automation ISA-62443 series, Payment Card Industry PCI-DSS, Underwriters Laboratory, Health Insurance Portability and Accountability Act, Federal Risk and Authorization Management Program FedRAMP, U.S. Department of Justice/Federal Bureau of Investigation Criminal Justice Information Services Security Policy, et al. This includes data saved to host locations, computers, connected devices, and storage devices.

25.2. If necessary for the fulfillment of this Contract, the Authority may provide Contractor with non-exclusive, limited access to the Authority's information technology infrastructure. Contractor must abide by all Authority policies, standards, regulations, and restrictions regarding access and usage of the Authority's information and communication technology resources. Contractor will enforce all such policies, standards, regulations, and restrictions with all Contractor employees, agents, and any tier of subcontractor granted access in the performance of this Contract and will only grant such access as may be necessary for the purpose of fulfilling the requirements of this Contract.

25.3. In the event that Data collected or obtained by the Contractor in connection with this Contract is believed to have been compromised, Contractor will notify the Authority immediately. Contractor agrees to reimburse the Authority for any costs it incurs to resolve potential breaches incurred due to the Contractor, including, where applicable, the cost of assisting individuals who may be impacted by the Contractor's breach.

## **26. CONTRACTOR'S BOOKS AND RECORDS**

26.1. Maintenance of Records. Regardless of the impact of the Right-to-Know Law, Contractor must 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 three (3) years following the termination or expiration of this Contract. Such information must be maintained in a secure and professionally reasonable manner. Thereafter, Contractor must 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.

26.2. Inspection. Any documents required to be maintained pursuant to this Contract must be made available for inspection or audit at no cost to the Authority and at any time during regular business hours, upon written request by the Authority's Office of General Counsel or a designated representative of the Authority. Contractor must provide copies of such documents to the Authority for inspection at the Authority's headquarters.

26.3. Custody of Records. Where the Authority has reason to believe that any of Contractor's documents relating to this Contract may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, the Authority may, by written request by the Authority's Office of General Counsel or a designated representative of the Authority, require that custody of the Contractor's documents be given to the Authority and that these documents be maintained at the Authority's headquarters. The Authority agrees to grant access to Contractor's documents to any party authorized by Contractor, Contractor's representatives, or Contractor's successor-in-interest.

## **27. SUBCONTRACTORS**

26.1. Authorized Subcontractors. Contractor may use designated subcontractors, approved in advance by the Authority, in performing Contractor's Services. Contractor must obtain the Authority's prior written consent in order to change or add subcontractors. Contractor will be responsible for directing the work of the approved subcontractors and for any compensation due

to subcontractors. The Authority assumes no responsibility whatsoever concerning such compensation.

26.2. Compliance with Contract. Contractor will ensure that Contractor's subcontractors comply with this Contract. At the Authority's request, Contractor will require any or all of Contractor's subcontractors to sign an agreement with Contractor requiring compliance with this Contract.

## **28. GOVERNING LAW**

This Contract will be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any choice or conflict of laws provisions of any state) and the decisions of the Pennsylvania courts.

## **29. VENUE**

The Parties irrevocably consent to the exclusive jurisdiction of the First Judicial District of Pennsylvania, being the Philadelphia Court of Common Pleas and waiving any claim or defense that such forum is not convenient or proper. Contractor agrees that the Philadelphia Court of Common Pleas will have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

## **30. NOTICES**

Any written notice to the Authority under this Contract will be deemed sufficient if delivered to the Authority personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section:

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

with a copy to:

The Philadelphia Parking Authority  
Attn: Rich Lazer, Executive Director  
701 Market Street, Suite 5400  
Philadelphia, PA 19106

Any written notice to the Contractor under this Contract will be deemed sufficient if delivered to the Contractor personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., UPS, Federal Express, etc.), with confirmed receipt, or by certified or registered United States mail,

postage prepaid, return receipt requested, sent to the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

### **31. GENERAL TERMS AND CONDITIONS**

31.1 Force Majeure Events. Should the performance by Contractor or the Authority be delayed as a result of Acts of God such as a pandemic, fire, flood, earthquake, or similar catastrophe, war, enemies or hostile government actions, revolutions, riots, civil commotion, labor strikes (excluding Contractor or its subcontractors' labor shortages), delays by any governmental agency including the Authority, or any law, proclamation, or order of any governmental agency (in its sovereign capacity) or court of law, or other causes beyond its reasonable control and occur without its fault or negligence, then the delayed party, upon giving prompt notice to the other party, will be excused from performance for a period of time equal to the duration of such delay; provided, however, that the delayed party will use its best efforts to avoid or remove the cause of non-performance and promptly continue performance hereunder whenever the cause is removed, and further provided that if the period of delay exceeds thirty (30) days over the term of this Contract, whether continuous or not, either party will thereafter have the right to terminate this Contract without cause on ten (10) days' notice. Any performance required of Contractor under this Contract will be suspended for any period of delay in the performance of the Authority to the extent that such delay in performance is directly the result of any such a cause, provided, however, Contractor must notify the Authority within ten (10) days of the event causing delay or the right to claim delay or the right to do so will be deemed waived by Contractor. Any performance required of the Authority under this Contract will be suspended for any period of delay in the performance of Contractor which prevents performance by the Authority.

31.2. Assignability. The Parties agree that the expertise and experience of Contractor are material considerations for this Contract. Unless specifically authorized by this Contract, Contractor may not assign the performance of any obligation or interest under this Contract without the prior written consent of the Authority which consent will not unreasonably be withheld. Any attempt by Contractor to assign this Contract, in violation of this section, will be voidable at the Authority's sole option.

31.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Contract.

31.4. Risk of Loss. Risk of loss will remain with the Contractor until the Final Acceptance Certificate has been signed by both Parties.

31.5. Non exclusivity. Contractor acknowledges that this Contract is not an exclusive contract and that the Authority may enter into contracts with other vendors for similar services that are subject to this Contract or the Authority may have its own employees perform services similar to those Services contemplated by this Contract.

31.6. Entire Contract. This Contract and the attached Exhibits set forth above, contain all the agreements, representations and understandings of the Parties hereto, and supersede and replace any previous understandings, commitments, or agreements, whether oral or written. Any

other terms or conditions included in any shrink-wrap or boot-screen license agreements, quotes, invoices, acknowledgments, bills of lading, or other forms utilized or exchanged by the Parties will not be incorporated in this Contract or be binding upon the Parties unless the Parties expressly agree in writing or unless otherwise provided for in this Contract. Any revisions, additions, and/or modifications of this Contract must be set forth in writing and signed by all Parties.

31.7. Exhibits and Interpretation. All Exhibits to this Contract are hereby incorporated by reference as though set forth fully herein. The Parties acknowledge and agree that (i) each party reviewed and negotiated the terms and provisions of this Contract and has contributed to it; and (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party will not be employed in the interpretation of the Contract, regardless of which party was generally responsible for the preparation of this Contract.

31.8. Order of Precedence. In the event of any discrepancies or inconsistencies between the provisions of this Contract and the attached documents, it will be resolved by giving precedence in the following order: (1) the main body of this Contract; (2) the RFP, (3) the Exhibits, and (4) the Proposal. It is Contractor's responsibility to study this Contract and to report at once in writing to the Authority any interpretation by it of errors, inconsistencies, discrepancies, omissions or conflicts discovered between any provisions of this Contract. Any work performed by the Contractor prior to receiving a written response from the Authority with respect to any alleged error, inconsistency, discrepancy, omission or conflict will be at the Contractor's own risk and expense.

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

31.10. Recitals. The Recitals set forth at the beginning of this Contract are deemed incorporated herein, and the Parties hereto represent they are true, accurate, and correct.

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

31.12. Counterparts. This Contract may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement. The Parties may execute (including electronically execute) and exchange electronic counterparts of this Contract, and if transmitted electronically to the other party, said electronic counterpart(s) will be treated in all manner and respects as an original document, and the signature of any party thereon will be considered as an original signature. Any such fully executed electronic copy of this Contract will be considered to have the same binding legal effect as an original copy. This Contract will be deemed effective when one or more counterparts hereof, individually or taken together, will bear the signatures of all of the Parties reflected hereon as the signatories hereto and as so executed, have been delivered to each party to this Contract.



**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: \_\_\_\_\_

Rich Lazer  
Executive Director

Effective Date: \_\_\_\_\_

APPROVED AS TO FORM

By: Michael Casey  
Office of General Counsel

**Contractor**

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

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

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

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

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

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

# Appendix C

## Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS  
RFP NO. 25-02 PAYROLL AND HRMS

Prior to commencement of the contract and until completion of work, **Contractor** 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 #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 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 #10.
5. Professional (E&O) Liability Insurance with minimum acceptable limits of \$5,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Contractor must purchase Extended Reporting Coverage for the applicable statute of repose. If the controlling legal jurisdiction does not have any applicable statute of repose, the Extended Reporting Coverage shall be maintained for the period of the applicable statute of

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS  
RFP NO. 25-02 PAYROLL AND HRMS

limitations or for a period of ten (10) years, whichever duration is longest.

6. Cyber Liability Insurance with limits not less than \$5,000,000 per claim. If **Company** is providing services that provide or include direct access to Client's information technology systems or holding sensitive information Client, then the above Technology Errors & Omissions insurance shall also include: Network Security/Privacy and Privacy Notification Costs (Cyber) Insurance: Coverage for loss, disclosure and theft of data in any form; media and content rights infringement and liability, including but not limited to, software, copyright infringement; network security failure, including but not limited to, denial of service attacks and transmission of malicious code. Coverage shall include data breach regulatory fines and penalties, the cost of notifying individuals of a security breach, the cost of credit monitoring services and any other causally-related crisis management expense for up to one (1) year. Coverage shall contain severability for the insured organization for any intentional act exclusions.
7. Installation Floater: In the absence of a Builders Risk policy, subcontractor will maintain an Installation Floater policy with limits equal to or greater than the value of the specific project.
8. Deductibles or Self-Insured Retentions: **Contractor** is responsible to pay 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, and its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Contractor'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.
11. It is agreed that **Contractor'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.
12. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a) **Contractor** 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 **Contractor** pursuant to this Contract.
  - b) **Contractor** 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 **Contractor** Pursuant to this contract.
  - c) If any of the policies of insurance required under this Contract require an endorsement to provide for the waiver of subrogation set forth in (b) above, then the named insureds of such policies will cause them to be endorsed.
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 **Contractor**.

THE PHILADELPHIA PARKING AUTHORITY  
INSURANCE REQUIREMENTS  
RFP NO. 25-02 PAYROLL AND HRMS

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 **Contractor** of any responsibility or liability under the contract.
16. Prior to the commencement of work or use of premises, **Contractor** 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, Job Number, OR Contract Number must be shown on the Certificate of Insurance.**

In the event of a failure of **Contractor** 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 **Contractor** 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 **Contractor** to obtain and maintain the required insurance shall constitute a breach of contract and **Contractor** 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 **Contractor** 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 **Contractor** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Contractor** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
19. If work involves subcontractors, **Contractor** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Contractor**. The subcontractor's insurance must name the PPA as additional insured. **Contractor** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
20. Failure of **Contractor** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Contractor** of any breach by **Contractor** 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 **Contractor** 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 **Contractor** and independent of the duty to furnish a copy or certificate of such insurance policies.