

REQUEST FOR PROPOSALS FOR

Microsoft Dynamics 365 Business Central Software Licensing, Implementation and Support Services

RFP No. 26-12

TABLE OF CONTENTS

Part I - GENERAL INFORMATION FOR OFFERORS	page 2
Part II - INFORMATION REQUIRED FROM OFFERORS	page 9
Part III - CRITERIA FOR SELECTION	page 13
Part IV - WORK STATEMENT	page 14
Part V - CONTRACT TERMS AND CONDITIONS	page 25
APPENDIX A – PROPOSAL FORM	
APPENDIX B – SAMPLE CONTRACT	
APPENDIX C – MINIMUM INSURANCE REQUIREMENTS	

PART I

GENERAL INFORMATION TO OFFERORS

SUMMARY	
When:	Proposals must be submitted by Wednesday, July 8, 2026 no later than 1:00 PM.
Where:	Philadelphia Parking Authority Attention: Shannon Stewart, Manager of Contract Administration 701 Market Street, Suite 5400 Philadelphia, PA 19106
How:	<p>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 Wednesday, July 8, 2026 at 1:00 PM. Whether mailed or hand-delivered, all envelopes must display the company's name and must be boldly and clearly handwritten (not typewritten) "Microsoft Dynamics 365 Business Central Software Licensing, Implementation and Support Services". All proposals must be presented with one (1) original and nine (9) copies, individually numbered, and an electronic version consisting of one PDF file via USB drive. Please do not password protect the USB drive or file.</p>
Mandatory Pre-Proposal Meeting	<p>A mandatory Pre-Proposal Meeting will be held on Tuesday, May 26, 2026 at 1:00 PM 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>Microsoft Teams meeting</p> <p>Join: https://teams.microsoft.com/meet/253404928915874?p=0BOdXXqF60iVWGNIfh Meeting ID: 253 404 928 915 874 Passcode: rT24NB98</p> <p>Need help? System reference</p> <p>Dial in by phone +1 929-346-7319,,640226598# United States, New York City Find a local number</p> <p>Phone conference ID: 640 226 598#</p> <p>Prospective Offerors who are having trouble attending the meeting should contact Shannon Stewart for assistance at 215.837.9025.</p> <p>Please complete the Offeror Registration Form 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 seeks to modernize its enterprise resource planning (“ERP”) platform through the procurement of Microsoft Dynamics 365 Business Central cloud licensing and associated implementation services from a qualified Microsoft Cloud Solution Provider (“CSP”). A qualified Microsoft-authorized Cloud Solution Provider (“CSP”) must supply Business Central SaaS licensing and implement modules including, at minimum: Finance/General Ledger, Accounts Payable, Accounts Receivable, Procurement, and Project/Grant Management.

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.

Eligible Offerors are encouraged to submit questions concerning the RFP in writing after the Pre-Proposal meeting and no later than **Friday, June 5, 2026 at 12:00 PM.**

Questions concerning this RFP are to be submitted via the Question Submission Form using the link below:

<https://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=222b930d-d84b-47dd-a908-e39c2483ec7f>

(The link will be activated after the Pre-Proposal Meeting)

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.

Only questions submitted by eligible Offerors 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. 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 eligible 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://ppa-forms-pro.powerappsportals.com/question-submissions/?uid=222b930d-d84b-47dd-a908-e39c2483ec7f>

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. 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, July 8, 2026 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 must 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.

If you would like to request an extension to the question deadline or proposal due date, you must submit that request during the question period and allow the Authority to respond via addendum.

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 using the link below:

<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 J)** 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 **must be submitted in Tab B** of your proposal. Offerors must submit the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business>.

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 or delivered in person. Such withdrawal shall be effective only upon receipt by the Authority evidenced by written confirmation of such receipt and will preclude the submission of another proposal by such Offeror.

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. 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 will 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 will 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 Eligible 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:ssewart@philapark.org).

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

<https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=222b930d-d84b-47dd-a908-e39c2483ec7f>

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.

Offerors must provide audited financial statements for the last three years completed by an independent Certified Public Accountant firm who is not affiliated with or employed by the Offeror.

Offeror may 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. **Page count limits apply to Tabs A, B, C, D and E. Please do not provide duplicate answers. Any proposal that does not contain the information outlined below may not be considered.**

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 is posted to the Authority's website.

Forms that are altered by the Offeror may be grounds for rejection of the Offeror's response.

The tab requirements are as follows:

- Tab A - Transmittal Letter
- Tab B - Qualifications and Experience
- Tab C - Key Personnel
- Tab D - Proposal Form and Cost Proposal
- Tab E - Technical Response
- Tab F - Service Level Agreement
- Tab G - Training Plan
- Tab H - Sample Project Schedule
- Tab I - Evidence of Insurance
- Tab J - Proposed Amendments to Contract
- Tab K - Disclosure of Legal Actions
- Tab L - Licenses and Certifications
- Tab M - Data Security Information
- Tab N – Additional Information

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

II-2. Transmittal Letter (Tab A). (Page Limit: 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 and identify the numbers of years and experience implementing Microsoft Dynamics 365 Business Central, 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 Limit: 10 pages)

Offerors must identify the number of full cycle implementations completed and the number of clients migrated from Microsoft Dynamics Great Plains to Microsoft Dynamics 365 Business Central successfully.

Provide a summary of your experience and describe your areas of specialization, including the resources your organization possesses in support of these areas. Experience with government agencies similar in size is preferred.

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

Include 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. Offerors must submit

the record from the PA Department of State's website at <https://file.dos.pa.gov/search/business>. **Please refer to Part IV – Work Statement for additional information.**

II-4. Key Personnel (Tab C). (Page Limit: 1-2 pages)

The Authority prefers that the Key Personnel assigned to this contract have experience implementing from Microsoft Dynamics Great Plains to Microsoft Dynamics Business Central SaaS.

Offerors must assign qualified personnel with demonstrated expertise in Microsoft Dynamics 365 Business Central SaaS implementation and support. Offerors must identify the key project staff who will be assigned to the Authority's account through an organizational chart and must include the Project Manager, Functional Consultants, Technical Architects, and Data Migration Specialists. 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.

Offerors must provide documentation demonstrating relevant professional certifications, including but not limited to Microsoft Dynamics certifications or equivalent credentials applicable to ERP implementation and Azure cloud.

II-5. Proposal Form and Cost Proposal (Tab D). (Page Limit: 10 pages)

The proposal form contained within this RFP must be submitted in its entirety (except the proposal decline form). All signature lines must be executed in ink (on the original only).

Offeror must provide a comprehensive pricing proposal that clearly identifies all milestones and milestone payments associated with each phase of the project. Each milestone payment must be fully inclusive of all deliverables, labor, materials, services, project management, implementation activities, and any other costs necessary to complete the respective milestone. No milestone payment can be invoiced until all associated deliverables and services for that milestone have been submitted to and approved by the Authority.

The proposed implementation pricing must include, at a minimum, the full design, development, testing, documentation, and deployment of fifteen (15) customized reports. All reports developed under this scope must be fully documented and delivered in a format that is transferable to the Authority to support future internal modification and maintenance.

Offerors must provide a clearly defined pricing schedule for the development of any customized reports beyond the initial fifteen (15), including applicable hourly rates, estimated level-of-effort ranges, and any associated licensing, software, or development costs.

Offerors must also identify all licensing costs for any additional licenses that may be required by the Authority during the contract term but are not included in the initial implementation pricing.

Offerors must identify the names, titles, and hourly billing rates of key personnel for any services that may be identified and are not included in the Work Statement must also be included. **Please refer to Part IV – Work Statement for additional information.**

II-6. Technical Response (Tab E). (Page Limit: 10 pages)

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 Microsoft Dynamics 365 Business Central software licensing, implementation services and support to meet the Authority's needs. The proposal should make clear why the Authority should select the Offeror instead of one of its competitors.

II-7. Service Level Agreement (Tab F).

Offerors must provide detailed service level commitments related to system availability, performance, incident response, issue resolution, escalation procedures, and service restoration timelines. Responses should clearly identify service standards, response and resolution timeframes by severity level, system uptime guarantees, maintenance windows, and support availability

Offerors must also describe the tools, monitoring practices, and reporting methods used to maintain system performance, proactively identify potential service disruptions, and communicate outages or service impacts to the Authority

Additionally, Offerors should outline any applicable service credits, remedies, or corrective actions associated with failure to meet established service levels.

II-8. Training Plan (Tab G).

Offerors must describe their approach, methodology, and tools used for training. Training plans must describe the training model, for example, individual training or train-the-trainer and indicate the number of training hours included in the proposal.

Offerors must include a description of how they plan to develop training plans and provide ongoing training.

All training materials must be supplied by the selected Offeror.

II-9. Sample Project Schedule (Tab H).

Include a project schedule that includes milestone tasks, deliverables and milestone payments. The Project Schedule will be negotiated and finalized during the kickoff meeting.

Offerors must propose a detailed implementation timeline outlining all major project phases, deliverables, and milestones associated with the deployment of Microsoft Dynamics 365 Business Central. The proposed timeline must include phases for planning, requirements validation, configuration, data migration, testing, training, and production deployment.

Offerors must also identify dependencies, key project assumptions, and estimated durations for each implementation phase. The Authority anticipates that implementation will occur within a reasonable timeframe appropriate for enterprise ERP deployments of similar scope and complexity.

Please note: The Authority's fiscal year begins on April 1st of each year, therefore, Offerors should develop a sample project schedule that aligns with an **April 1, 2028 Go Live date**. A parallel would be highly recommended to ensure the new system reconciles with the Authority's current system for daily and monthly processing. The conversion and all work necessary to meet the April 1st deadline should start no later than one year prior to the date of Go Live.

II-10. Insurance Requirements (Tab I).

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-11. Proposed Amendments to Contract (Tab J).

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-12. Disclosure of Legal Actions (Tab K).

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-13. Licenses and Certifications (Tab L).

Offerors must provide their Microsoft Partner Network (MPN) ID and documentation of applicable Microsoft certifications for project team members. Dynamics 365 Business Central Functional Consultant Associate (MB-800) is required.

Additional relevant certifications may include Dynamics 365 Business Central Developer Associate (MB-820), Dynamics 365 Fundamentals ERP (MB-920), Power Platform Functional Consultant (PL-200) and Azure Administrator Associate (AZ-104).

All certifications must remain current during the term of the contract

II-14. Data Security Information (Tab M).

Offerors must be SOC 2 Type 2 compliant and provide their SOC 2 Type 2 compliance audit. The selected Offeror must meet all SOC 2 Type 2 compliance requirements throughout the term of the contract and provide annually, their SOC 2 Type 2 compliance audit to the Authority for review.

If the proposed solution has the capability to store, process, or transmit credit cardholder data, the solution and the Offeror's operating environment must comply with the current Payment Card Industry (PCI) Data Security Standard (DSS). The Offeror must provide a current Attestation of Compliance (AOC), meet all PCI compliance requirements throughout the term of the contract and provide annually, their AOC to the Authority for review.

II-15. Additional Information (Tab N).

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: 20%**
- c. The technical ability and capacity of the Offeror to meet the terms of the contract as evidenced by technical response, sample project schedule, training process, reference feedback and past performance. **Weight: 20%**
- d. Service Level Agreement **Weight: 20%**
- e. Proposed fees, costs, and changes to the proposed contract although the Authority is not bound to select the contractor who proposes the lowest fees. **Weight: 20%**
- f. Small and Small Diverse Business participation. **Weight: 15%**

PART IV

WORK STATEMENT

IV-1. General.

The Authority is seeking proposals to provide Microsoft Dynamics 365 Business Central cloud software licensing and full implementation services, including but not limited to business analysis, configuration, data migration, workflow automation, integration development, system testing, training, go-live support and post-implementation hypercare to support the Authority's financial management, procurement, and operational needs.

The Authority is currently operating on Microsoft Dynamics GP ("Great Plains") and intends to transition to Microsoft Dynamics Business Central SaaS. The Contractor must provide full migration services from Microsoft Dynamics GP to Business Central, including structured data conversion, validation, reconciliation, and controlled cutover planning to ensure continuity of financial operations and audit integrity.

The Contractor must be a Microsoft-authorized Cloud Solution Provider ("CSP") able to supply Business Central SaaS licensing and implement modules including, at minimum: Finance/General Ledger, Accounts Payable, Accounts Receivable, Procurement and Project/Grant Management.

Normal business hours for the Authority and the purposes of this RFP are Monday-Friday, 8:30 AM to 5:00 PM EST.

The Authority requires licensing for:

- a. Thirty-Five (35) Full User Licenses.
- b. One Hundred Fifty (150) Web/Team Member User Licenses for limited access users requiring workflow approval, requisition entry, report viewing, and related operational functions.

The Contractor must validate appropriate license types, ensure compliance with Microsoft Licensing requirements, and provide a detailed licensing structure and cost breakdown.

The Contractor must deliver a modern, secure, cloud-based ERP solution that displaces legacy manual processes, improves transparency, accelerates financial closing cycles, enhances purchasing controls, and complies with audit, accessibility, data security, and public-sector regulatory standards.

The Contractor must provide all necessary labor, software, documentation, environments, training, tools, project management, and integrations required to ensure a fully operational solution. This includes full migration services from Microsoft Dynamics GP, including but not limited to:

- a. Chart of Accounts conversion
- b. Vendor and Customer master data migration
- c. Open AP and AR transactions
- d. Historical financial data (as defined in scope)
- e. Fixed Assets
- f. Bank reconciliation data
- g. Workflow configurations
- h. Open and historical Purchase Orders

All Authority data must remain the property of the Authority. The system must operate in Microsoft's U.S. Azure cloud environment and integrate with Microsoft 365, Power Platform, and the Authority's commonly used banking and treasury management platforms.

Generally, the Authority will evaluate proposed solutions based on functional and technical fit, implementation methodology, experience, licensing model, compliance with government requirements, total cost of ownership, and mandatory demonstration scenarios.

IV-2. Specific.

The Contractor must perform the following tasks and provide the following system capabilities, deliverables, and demonstrations.

- A. Software, Licensing and Cloud Environment:** The Offeror must provide licensing for Microsoft Dynamics 365 Business Central Essentials, Business Central Premium, or both, as part of its proposal. The selected Offeror may propose:
1. Essentials licenses,
 2. Premium licenses, or
 3. A combination of both, based on the Offeror's recommended approach for meeting the Authority's operational, functional, and strategic business requirements.
 4. The Offeror must clearly describe and justify the rationale for selecting Essentials, Premium, or a mixed license model, including functional capabilities provided, alignment with Authority business processes, expected benefits, efficiencies, or performance improvements. Additionally, the Offeror must identify the cost implications and scalability of the license model.
 5. Offeror must provide applicable automation, AI and OCR components.
 6. Deploy Microsoft SaaS environments including Production, Sandbox/UAT, and Development.
 7. Configure Azure Active Directory (Entra ID), MFA, and role-based security.
 8. Ensure compliance with WCAG 2.1 AA accessibility standards and all applicable public records obligations as prescribed by the Pennsylvania Right-to-Know Law.
 9. Store all data within U.S.-based Azure data centers.
- B. Financial Functional Requirements:** The proposed ERP solution must provide comprehensive financial management capabilities, fully integrated across modules, to support the Authority's operational, reporting, compliance, and audit requirements.
1. **General Ledger and Core Financials**
 - a. General Ledger functionality supporting a multi-segment chart of accounts, dimensions, and inter-fund/inter-company accounting.
 - b. Budgeting, forecasting and support for multi-year budgets as well as grant and project budgets.
 - c. Financial reporting capabilities including budget vs. actual analysis, drill-down reporting, and ad hoc reporting
 - d. Integration with Power BI dashboards for executive and operational reporting.
 - e. Bank reconciliation integration.
 2. **Accounts Payable**
 - a. A fully integrated Accounts Payable module that supports OCR automation, multi-level approval workflows, secure payment processing, and compliant 1099 generation and reporting.
 - b. W-9 tracking.
 - c. ACH enrollment management.

- d. Duplicate vendor and payment detection and prevention.
- e. Banking and Treasury functions including bank reconciliations, Positive Pay, NACHA file processing and bank feeds.

3. Accounts Receivable

- a. Accounts Receivable functionality including billing, invoicing, cash receipts, aging, collections management, and reporting. The system must support storage and management of additional identifiers and attributes associated with customer accounts and transactions, including but not limited to license plate numbers, badge numbers, permit numbers, and other operational reference fields.
- b. The system must allow these identifiers to be searchable, reportable, and usable for billing, collections, reconciliation, and audit purposes.
- c. The solution must provide the capability to produce standard reports as well as a minimum of six (6) custom Accounts Receivable reports tailored to the Authority's operational needs, with the ability for authorized users to generate, modify, and export reports without vendor assistance.

4. Fixed Assets and Leasing Accounting

- a. Fixed asset management including asset tracking, capitalization and reporting.
- b. Support for multiple depreciation methods.
- c. Asset retirement and disposable processing.
- d. Lease accounting compliant with GASB 87.
- e. Subscription asset tracking compliant with GASB 96.
- f. Audit-ready asset roll forward reporting.

5. Audit Support, Controls and Compliance

- a. Audit support and readiness capabilities.
- b. Internal controls and compliance features.
- c. Role-based security.
- d. Payment approval thresholds.
- e. Attachment retention.
- f. Comprehensive audit logs.
- g. Full audit trail across all financial transactions and changes.

6. Banking, Treasury and Cash Management

- a. Banking and treasury management including reconciliations, Positive Pay, NACHA file generation and automated bank feeds.
- b. Threshold payment forecasting.
- c. Version control for financial plans, budgets and key financial documents.

C. Procurement Functional Requirements

The proposed Microsoft Dynamics 365 Business Central solution must provide a fully integrated, end-to-end procurement capability that supports compliant, efficient, transparent, and auditable procurement operations. The solution must align with best-practices and be configurable to meet organizational policies, approval hierarchies, and regulatory requirements.

Offerors must clearly describe out-of-the-box functionality, required configurations, customizations, and third-party add-ons, where applicable. Describe how Microsoft Dynamics 365 Business Central satisfies each requirement and provide examples of similar procurement implementations. The response must clearly state assumptions, limitations, and roadmap dependencies.

Third-party add-on solutions will be considered as *add alternates*. Any proposed third-party add-on functionality must be clearly identified as an add alternate, and all associated pricing must be presented separately and distinctly from the base software, implementation, and support pricing. The Authority reserves the right, at its sole discretion, to determine during the evaluation process and prior to contract award whether any add alternate will be selected for inclusion in the final scope.

Responses must include process descriptions, workflow diagrams (if available), and examples from comparable implementations.

- 1. Vendor Onboarding, Qualification, and Management:** The system must support a comprehensive vendor onboarding and lifecycle management process, including but not limited to the following capabilities:
 - a. Vendor Self-Service Onboarding** - Secure vendor portal or interface allowing prospective vendors to submit required onboarding information (company profile, tax information, banking details, diversity status, certifications) with configurable onboarding forms.
 - b. Document Capture and Management** - Electronic submission, storage, and indexing of required documents (Diversity certificates, insurance certificates, licenses, compliance attestations). Version control, expiry tracking, and automated notifications for renewals.
 - c. Approval Workflows** - Configurable, rule-based approval workflows for vendor creation, changes, and reactivation. Support for multi-step and parallel approvals with escalation rules. Full audit trail of approvals, rejections, and modifications.
 - d. Vendor Master Governance** - Controls to prevent duplicate vendor records. Role-based access to vendor data with audit logging. Integration with accounts payable and contract records.
- 2. Requisition Management, Budget Validation, and Controls:** The solution must provide a structured requisition-to-approval process that ensures fiscal discipline and transparency:
 - a. Requisition Creation** - User-friendly requisition entry for goods and services. Ability to associate requisitions with contracts, projects, grants, cost centers, or departments.
 - b. Budget Validation** - Automated, real-time budget checking at requisition creation and approval stages. Configurable rules for hard stops, warnings, or overrides with justification. Visibility into available, committed, and actual spend.
 - c. Approval Routing** - Dynamic workflow routing based on dollar thresholds, category, funding source, and/or organizational hierarchy. Support for delegation, out-of-office substitution, and escalation.
 - d. Audit Trails and Compliance** - Complete audit history capturing who submitted, approved, modified, or rejected requisitions. Time-stamped logs for internal and external audits.
- 3. Sourcing, Purchasing, Purchase Orders, Receiving, and Matching:** The system must support the full procure-to-pay lifecycle with tight integration between procurement and finance functions:
 - a. Sourcing and Purchasing** - Ability to convert approved requisitions into purchase orders (POs) or contracts. Preferred supplier and pricing logic. Support for blanket POs, recurring purchases, and change management.
 - b. Purchase Order Management** - Automated PO generation from requisitions or sourcing events. Electronic PO distribution via email or vendor portal. PO amendments, cancellations, and version tracking.

- c. **Receiving and Acceptance** - Recording of partial and full receipts for goods and services. Exception handling for over-/under-deliveries. Support for three-way and two-way match requirements.
 - d. **Invoice Matching and Controls** - Automated invoice matching against POs and receipts. Workflow for exception resolution and approval. Automated invoice duplication alert or search function.
4. **Spend Analytics and Procurement Reporting:** The solution must provide robust, real-time analytics to support data-driven procurement decision-making:
- a. **Standard and Ad Hoc Reporting** - Pre-built procurement reports (spend by vendor, account code, commodity code, department, contract, time period). User-configurable ad hoc reporting without technical expertise.
 - b. **Dashboards and KPIs** - Interactive dashboards displaying procurement KPIs (cycle time, compliance, vendor performance). Drill-down capability from summary views to transactional detail.
 - c. **Data Integration** - Use of embedded Microsoft Power BI or equivalent for visualization and analytics with real-time or near real-time data refresh.
5. **Contract Management and Contract Spend Intelligence:** The system must include a centralized contract repository tightly integrated with procurement and accounts payable functions:
- a. **Contract Repository** - Central storage of all procurement-related contracts and associated documents. Metadata capture (vendor, term, value, renewal dates, categories). Role-based access controls and audit logs.
 - b. **Contract Lifecycle Management** - Alerts for contract expiration, renewal, and compliance milestones. Linkage between contracts, requisitions, POs, and invoices.
 - c. **Built-In BI and Spend Analysis** - Real-time visibility into contract utilization versus contract value. Reporting on contract performance, savings, and vendor obligations.
 - d. **Transparency Across the Procurement Lifecycle** - Seamless traceability from requisition to contract > PO > invoice > payment. Dashboards tailored for procurement leadership and finance stakeholders.
6. **Integrated E-Procurement and Electronic Sourcing:** Offerors must provide a fully integrated e-procurement module that supports electronic sourcing activities in a secure and auditable manner as an *add alternate*:
- a. **Electronic Solicitation Creation** - Creation and management of RFIs, RFQs, IFBs and RFPs. Template-based sourcing events with configurable criteria and scoring.
 - b. **Vendor Management** - Invitation of approved vendors to procurement opportunities with secure vendor access with role-based permissions.
 - c. **Bid Submission and Evaluation** - Electronic bid submission with deadline controls and confidentiality safeguards. Side-by-side bid comparison, scoring models, and evaluation workflows. Ability to document evaluation rationale and approvals.
 - d. **Award and Conversion** - Workflow-driven award approvals. Conversion of awarded bids into contracts, POs, or both. Full auditability of sourcing decisions.
 - e. **Security and Auditability** - Tamper-proof bid submission. Time-stamped records for all sourcing activities. Compliance with internal procurement policies and external regulations.

D. Technical and Integration Requirements

1. Integration with Microsoft 365, Power Platform, banks and OCR tools
2. Support REST/ODATA APIs
3. Provide comprehensive audit logging across all modules

E. Data Migration

1. The Contractor must migrate a minimum of seven (7) years of historical data from existing Microsoft Dynamics GP system to Microsoft Dynamics 365 Business Central. Data to be migrated must include, but is not limited to, the chart of accounts, master data, open AP/AR, general ledger balances, budgets, and contracts, and open purchase orders.
2. The Contractor must extract data from Microsoft Dynamics GP databases and any related modules, customizations, or integrated systems necessary to ensure continuity of financial and operational reporting within Business Central.
3. The Contractor must perform detailed data mapping, transformation, and provide assistance with data cleansing to ensure compatibility with Microsoft Dynamics 365 Business Central data structures and configuration.
4. The Contractor must conduct multiple test migrations, including mock conversions, and provide documented validation results for each test cycle.
5. The Contractor must reconcile migrated data to the Microsoft Dynamics GP source system to confirm completeness, accuracy, and integrity of the migration.
6. The Contractor must provide support to investigate and resolve any data discrepancies identified during testing or post-migration validation.

F. Testing, Acceptance and Go-Live: The Contractor must support and manage all phases of testing and production readiness including:

1. Unit Testing.
2. System Integration Testing (“SIT”)
3. User Acceptance Testing (“UAT”)
4. Data migration validation testing
5. Cutover planning and execution
6. Production go-live support
7. **Hypercare:** Up to One Hundred Twenty (120) days post-go-live hypercare support, rapid response, real-time support, after go-live to provide immediate assistance and quick incident resolution. Proactive monitoring of system performance, data flows, and transaction logs to identify problems before they cause disruptions and end user support, on the spot guidance, user reported problem analysis to identify trends and potential training gaps.
8. **Final Acceptance:** Final Acceptance is granted once testing has been successfully completed, all major issues have been resolved, and all required deliverables have been approved.
 - a. The Contractor must ensure that all migrated data from Microsoft Dynamics GP to Microsoft Dynamics 365 Business Central is complete, accurate, and fully validated prior to go-live. The Contractor must establish a structured data migration validation process that confirms the successful transfer of all required data elements, including financial transactions, master data, configuration settings, and historical records defined within the scope of the project.
 - b. The Contractor must perform reconciliation procedures to verify that all migrated data balances match the source Microsoft Dynamics GP system. Reconciliation must include, but is not limited to, General Ledger balances, Accounts Payable balances, Accounts Receivable balances, open transactions, purchase orders, vendor records, customer records, and other critical financial and procurement data. Any discrepancies identified during validation must be investigated and resolved prior to Final Acceptance.

- c. The Contractor must conduct multiple test migration cycles, including mock conversions and user validation exercises, to confirm the reliability and repeatability of the migration process. Each test migration must include documented results, validation reports, and reconciliation summaries demonstrating that migrated data is consistent with the source system.
- d. The Contractor must support Authority staff during UAT to confirm that migrated data is accessible, reportable, and functionally usable within the Microsoft Dynamics 365 Business Central environment. This includes validation of financial reports, transaction history, master data integrity, and operational workflows dependent on migrated data.
- e. Final data migration acceptance will occur only after the Authority confirms that all reconciliation checks have been completed, all identified discrepancies have been resolved, and the system successfully supports required financial reporting, operational processes, and audit requirements. The Contractor must provide written documentation confirming successful migration validation and reconciliation prior to production go-live approval.

G. Training and Knowledge Transfer

- 1. In-person end-user and train-the-trainer sessions.
- 2. Training schedules and system administrator training.
- 3. SOPs, quick reference guides and configuration documentation.

H. Project Governance and Accountability: The Contractor must provide formal governance including a Vendor Project Manager, escalation paths, change control, weekly status reporting and participation in governance meetings.

I. Change Management and Organizational Readiness: The Contractor must deliver a structured change management approach including stakeholder analysis, communications planning, readiness assessment and adoption strategies.

J. Implementation Phasing and Milestones: Offerors must propose a phased implementation plan in **Tab H** of their proposal with milestones deliverables, milestone payments, approval gates, and resource assumptions.

K. Post-Implementation Support and Transition: Offerors must define hypercare and post-hypercare support models, SLAs, knowledge transfer requirements and transition plans to steady-state operations in **Tab F** of their proposal.

L. Security and Compliance

- 1. Provide SOC 1 and SOC 2 Type II reports for duration of the contract.
- 2. Define incident response and notification procedures.
- 3. Define data handling frameworks and policies during implementation, migration and support, such as NIST SP 800-171.

M. Award Structure and Vendor Independence: Offerors must clearly describe licensing ownership, separation options between software and implementation services and protections against vendor lock-in.

N. Reporting and Audit Ownership

- 1. The Contractor must provide both standard and ad-hoc reporting capabilities within the solution. The Authority must retain full ownership of all report definitions, configurations, and custom report designs, including the unrestricted ability to modify, create, and maintain reports without ongoing vendor dependency

2. Offerors must include the design, development, testing, and deployment of fifteen (15) customized reports within the proposed implementation pricing. These reports must be fully documented and transferable to the Authority for future modification
 3. Offerors must also provide a clearly defined pricing schedule for the development of any additional customized reports beyond the initial fifteen (15), including hourly rates, estimated level of effort ranges, and any associated licensing or development costs.
- O. Non-Functional and Performance Requirements:** The system must meet availability, performance, concurrency and batch-processing standards appropriate for a public-sector ERP.
- P. Configuration vs. Customization Standards:** Configuration must be prioritized, any customization must be approved, documented and not impede future upgrades.
- Q. Data Ownership, Retention and Exit Strategy:** The Contractor must support full data extraction, transition assistance and cooperation upon termination or vendor transition.
- R. Disaster Recovery and Business Continuity**
1. The Contractor must ensure that the proposed Microsoft Dynamics 365 Business Central solution supports comprehensive disaster recovery and business continuity capabilities. The system must maintain redundancy and recovery protections within Microsoft Azure’s U.S.-based cloud infrastructure to ensure continuity of Authority operations in the event of system failure, cyber incident, or infrastructure disruption. The Contractor must document recovery procedures, failover mechanisms, and testing protocols to demonstrate the Authority’s ability to restore system functionality within defined recovery objectives.
 2. Offerors must specify Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) applicable to the solution and confirm alignment with Microsoft Azure service availability commitments in **Tab F** of their proposal.
- S. Service Level Agreement: System Availability, Performance and Uptime**
1. The Contractor must ensure the proposed solution meets high availability standards appropriate for a mission-critical public-sector financial system. The system must support a minimum uptime service level of 99.9% availability excluding scheduled maintenance window.
 2. Offerors must provide detailed service level commitments for system performance, incident response, issue resolution, and service restoration in **Tab F** of their proposal. Offerors must also describe monitoring practices used to maintain system performance and proactively identify potential service disruptions.
 3. Offerors must provide a detailed Service Level Agreement (SLA) in **Tab F** of their proposal describing service performance expectations during implementation and post-implementation support. The SLA must define response times, resolution targets, system availability metrics, and escalation procedures for critical issues.
 4. Offerors must describe their process for providing software updates, patches, and version upgrades for the proposed ERP solution throughout the contract term. This description must include update frequency, delivery method, and any functional or technical impacts.
 5. Offerors must clearly identify whether upgrades and updates are included in licensing or maintenance fees and disclose all associated costs, including fees for major version upgrades, testing, configuration, data conversion, third-party software, or infrastructure changes.
 6. Offerors must address support during upgrades, compatibility with existing configurations and integrations, expected downtime, version support timelines, and any limitations or exclusions.
 7. Contractor must notify the Authority 72 hours in advance of any scheduled patches or updates that may require the system to be temporarily unavailable for use. All patches and updates must be completed after normal business hours unless otherwise approved by the Authority’s project manager.

8. Emergency unscheduled patches or updates may be approved in a shorter time period by the Authority's project manager.
9. Offerors must also describe any service credits, performance, or remediation measures that will apply if agreed-upon service levels are not met.
10. **Hypercare Support Minimum Requirements:** Hypercare support must include enhanced support services to stabilize system operations and ensure continuity of financial and operational processes. At a minimum, hypercare support must include:
 - a. Dedicated support resources familiar with the implementation
 - b. Rapid issue resolution for system defects and user issues
 - c. Assistance with
 1. Transaction processing (GL, AP, AR)
 2. Financial reporting and reconciliations
 3. Data validation and error correction
 - d. Support for integrations(e.g., banking, payroll, document management)
 - e. On-demand user support and troubleshooting
 - f. **Service Levels During Hypercare:** The Contractor must provide elevated service levels during the hypercare period including but not limited to:
 - g. **Critical issues:** same-day response and resolution efforts initiated immediately
 - h. **High-priority issues:** response within 4-8 business hours
 1. Daily availability during normal business hours. The Authority may extend hours during initial go-live period.
 - i. **Communication**
 1. Daily or near daily check-ins during first 2-3 weeks
 2. Weekly status meetings thereafter
 3. Issue tracking log maintained and shared

The hypercare period must continue through at least one successful month-end close and resolution of all critical system issues.

11. **Post-Hypercare Support Minimum Requirements:** The Contractor must provide a structured transition from hypercare to steady-state support, including knowledge transfer and documentation. The Contractor must provide ongoing support including:
 - a. Help desk/ticketing system
 - b. Functional support (finance, reporting, workflows)
 - c. Technical support (integrations, data issues, configurations)
 - d. Assistance with
 1. Financial close processes
 2. Audit support requests
 3. Report modifications

- e. **Service Level Agreements:** The minimum SLA requirements of Post-Hypercare support include but are not limited to, the following:
- f. **Response and Resolution Times**
 - 1. **Critical Issues**, such as system down/financial impact: response within two (2) hours and resolution must be same day or an approved alternate solution must be provided.
 - 2. **High priority issues:** response within four (4) to eight (8) hours and resolution within one (1) to two (2) business days.
 - 3. **Standard requests:** response within one (1) business day.
- g. **Availability:** At a minimum, support must be available during normal business hours.
 - 1. Option for extended hours during
 - Month-end close
 - Year-end close
 - Audit periods
- h. **Enhancements & Continuous Improvement:** The Contractor must provide support for system enhancements, report development, and configuration changes as part of ongoing services or through a define change management process.
- i. **Staffing & Resource Requirements:** Offerors must identify the staffing and resources that will be assigned to both hypercare and post-hypercare support including roles, experience, and availability. At a minimum, include the following:
 - 1. Named or role-based resources
 - 2. Continuity from implementation team into hyper-care (preferred)
- j. **Knowledge Transfer & Self-Sufficiency:** The Contractor must provide training and documentation sufficient to enable Authority staff to perform routine system functions, reporting, and basic troubleshooting independently.

Offerors must describe their training plan in **Tab G** of their proposal. Offerors must indicate the number of training hours, training method, for example, train-the-trainer and any training materials that will be provided to the Authority.
- k. **Right to Extend Hypercare Support:** The Authority reserves the right to extend the hypercare period for up to an additional 30 days based on system performance and operational readiness.

T. Public Records and Data Governance Requirements

- 1. The Contractor must ensure that all data created, stored, or processed within the proposed solution remains the sole property of the Authority. The system must support compliance with applicable public-sector data governance standards and public records requirements, including the Pennsylvania Right-to-Know Law.
- 2. The Contractor must ensure that the system supports data export capabilities, audit logging, and record retention policies necessary for regulatory compliance, transparency, and public accountability.

U. Integration Requirements

- 1. Offerors must ensure that the proposed Microsoft Dynamics 365 Business Central solution supports integration with existing Authority systems that support parking operations, citation processing, permitting systems, or revenue management platforms. The Authority currently uses Sage HRMS for payroll but is migrating to Dayforce.

2. Offerors must describe the proposed integration approach, including the use of APIs, middleware, or Microsoft Power Platform tools to enable secure data exchange between systems. Integration design must ensure data accuracy, operational efficiency, and reporting consistency across the Authority's financial and operational platforms.

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 J)** 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 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**

**MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE LICENSING, IMPLEMENTATION AND SUPPORT SERVICES
RFP No. 26-12**

PROPOSAL FORM

1. The undersigned submits this proposal in response to the above referenced **RFP No. 26-12 Microsoft Dynamics 365 Business Central Software Licensing, Implementation and Support Services** 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 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 Microsoft Dynamics 365 Business Central Software Licensing, Implementation and Support Services 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 provide their certificate of insurance that meets the insurance requirements as specified in Appendix C, *Insurance Requirements* and any Addenda, if issued, within five (5) calendar days after notification of award.

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 proposal 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. **References:** Offerors must provide a minimum of three (3) references, to whom similar services were provided within the last 3 years. The 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.

1. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

2. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

3. **Company Name:** _____

Company Address: _____

Reference Contact Name and Title: _____

Contact Phone Number: _____

Contact Email Address: _____

Dates services were performed: _____

Description of Services: _____

10. 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. 26-12 Microsoft Dynamics 365 Business Central Software Licensing, Implementation and Support Services

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. A link to the electronic version of this form can be found on our website or by clicking this link, <https://ppa-forms-pro.powerappsportals.com/decline-submission/?uid=8728175f-b2a2-4b2b-b9a7-3a7dcf9a3a29>.

Appendix B
Sample Contract

CONTRACT FOR THE PURCHASE OF MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOLUTION AND SERVICES

Contract No. K-26-0015

This Contract for Microsoft Dynamics 365 Business Central Solution and Services (“Contract”) is entered into this ___ day of ___ 2026 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 _____ (“**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 intends to modernize its current Enterprise Resource Planning system (“ERP”), Microsoft Dynamics GP, through its purchase of Microsoft Dynamics 365 Business Central software as a service (“SaaS”) solution (“Business Central”);

WHEREAS, Business Central is part of the Microsoft ecosystem of solutions designed to help support the Authority’s financial management, procurement, and operational needs;

WHEREAS, Business Central is compatible with Microsoft 365 solutions (such as Teams, Outlook, and Excel) enabling employees to collaborate and access information without switching applications;

WHEREAS, Business Central is sold and supported exclusively by Microsoft’s global partner network (“Microsoft Partner”) who provide industry specific Business Central expertise as well as installation, implementation, training, and support services.

WHEREAS, the Authority desires to engage an authorized Microsoft Partner for the purchase of Business Central and for that Microsoft Partner to install and implement Business Central at the Authority’s offices and provide the Authority with training and support services;

WHEREAS, the Authority determined that it was not advantageous for it to use a bidding process for the procurement of Business Central and the Microsoft Partner services because it wished to consider criteria other than price in the award process;

WHEREAS, the Authority prepared and issued a public Request for Proposals “No. 26-12” (“RFP”) on _____;

WHEREAS, Contractor submitted a conforming proposal to the RFP on _____ (“Proposal”); and

WHEREAS, Contractor is an authorized Microsoft Partner and the Authority has determined that Contractor has the necessary experience, expertise, and skill to provide the Business Central application and related services to the Authority; and

WHEREAS, upon review of Contractor’s Proposal responding to the RFP, the Authority’s Board voted at a public meeting to award this Contract to Contractor.

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.

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

“Contractor” means _____.

“Data Migration” is defined in section E of the Work Statement of the RFP.

“Effective Date” is 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 or access the Business Central application.

“Final Acceptance” is defined and described in section 10 of this Contract.

“Go-Live” is defined and described in section 9 of this Contract.

Hypercare is defined in section F.7 of the Work Statement of the RFP.

“Implementation Schedule” is a comprehensive written plan drafted by Contractor and approved by the Authority’s Project Manager describing the schedule for the installation and implementation of the Business Central application and related Services and the specific dates for completion thereof. The Implementation Schedule includes, but is not limited to, the list of deliverables, project schedule, specific tasks to be completed, employee training schedule, and Data Migration Plan.

Microsoft Dynamics 365 Business Central is a software as a service solution used for Enterprise Resource Planning.

Microsoft Dynamics GP is a software solution currently licensed and used by the Authority as its Enterprise Resource Planning system.

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

“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.

“Project Manager” means the person or persons authorized by the Authority to work with Contractor to install and implement the Business Central application and related Services.

“Services” means all services provided by Contractor to the Authority identified in the Work Statement of the RFP and Tab E of the Proposal including, but not limited to the procurement, installation, and implementation of the Business Central application, Data Migration, employee training, maintenance, and support services.

“Third Party Software” is software utilized in tandem with the Business Central application and necessary to enable the Business Central application to perform to its specifications as identified in the Proposal.

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

“Upgrade” is an enhancement to the Business Central application to add new features or functions. Upgrades include revisions that are made to the Business Central application to conform to a newer version of the operating software.

“Winding-Down Period” is defined and described in section 19 of this Contract.

“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” - Philadelphia Parking Authority Contractor Integrity Provisions

Exhibit “B” - RFP

Exhibit “C” - Proposal

Exhibit “D” - Implementation Schedule

Exhibit “E” - Final Acceptance Certificate

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

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 17 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 “F”.

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. WORK STATEMENT AND SERVICES

4.1. Work Statement. Contractor will provide all 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 Work Statement and Proposal.

4.2. Business Central Application. The terms for the Authority’s use of the Business Central Application, including subsequent Upgrades, Updates, customizations or enhancements thereto, are set forth in Contractor’s Proposal and are at no additional cost to the Authority.

4.3. 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.

4.4. Maintenance and Support Services. At all times while this Contract is in effect, Contractor will provide all maintenance and support services necessary for the Business Central application to perform and operate in accordance with the specifications set forth in the Work Statement and Proposal.

4.5. Support Services. Contractor must maintain a trained and knowledgeable staff capable of providing support for the Business Central application. 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 Proposal.

4.6. Training Services. In connection with the Business Central application, 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.

4.7. 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 11 of this Contract.

4.8. Project Manager. Contractor must coordinate the fulfillment of this Contract with the Authority's Project Manager. The Authority's Project Manager is _____, who may be reached at 215-683-____ or by e-mail at _____@philapark.org.

5. IMPLEMENTATION SCHEDULE

5.1. Implementation Schedule. The Parties will meet virtually or in-person within 30 calendar days after the Effective Date to develop a mutually agreeable Implementation Schedule which will be appended and incorporated into this Contract.

5.2. Milestone Acceptance. Contractor may not proceed to the next milestone identified in the Implementation Schedule until the Authority's Project Manager issues a Notice of Completion for that particular milestone. 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/her sole discretion, extend the duration of any milestone event identified in the Implementation Schedule 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 Schedule. 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 Authority's Project Manager upon the successful completion of the Implementation Schedule.

5.6. Notification. Contractor must notify the Authority's Project Manager promptly in writing of any factor, occurrence, or event coming to its attention that may affect Contractor's ability to meet its requirements under the Implementation Schedule or that is likely to cause any

material delay in completion of the Implementation Schedule contemplated by this Contract. Such notice must be given in the event of any loss or reassignment of key employees or threat of strike.

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 Schedule.

6. COMPENSATION

6.1. The Parties agree to the fee schedule identified in Tab ___ of the Proposal and Appendix "A" of the RFP for the Services provided during the Term and any Option Periods of this Contract ("Fee Schedule").

6.2 The Fee Schedule includes all Services, software fees, license fees, Updates, and Upgrades to the Business Central application, Data Migration, and Data Migration during a Winding-Down Period.

6.3. Milestone Payment Schedule. The Parties will develop a mutually agreeable Milestone Payment Schedule once an Implementation Schedule has been finalized.

6.4. Invoicing. Contractor will invoice the Authority pursuant to the Fee Schedule identified in the Proposal. All invoices must be emailed to the Authority's Project Manager and sent via regular U.S. mail to the Authority's Accounts Payable Department.

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

7. DATA MIGRATION

Contractor agrees to provide the Data Migration services as required, identified, and pursuant to section E of the Work Statement of the RFP.

8. ACCEPTANCE TESTING

The Authority and Contractor will conduct one or more acceptance test(s) of the Business Central application after the Implementation Schedule has been successfully completed to ensure that the application has satisfied the applicable acceptance criteria set forth in section F of the Work Statement and the Proposal.

9. GO-LIVE

Go-Live is a milestone event that occurs when the Authority's Project Manager notifies Contractor in writing that the Implementation Schedule, Data Migration, and Acceptance Testing have been successfully completed and accepted by the Authority's Project Manager.

10. FINAL ACCEPTANCE

10.1. Upon the achievement of Go-Live, the Parties will execute a Final Acceptance Certificate acknowledging the Authority's Final Acceptance of the Business Central application and Services.

10.2. Only the Authority's Executive Director is authorized to execute and issue the Final Acceptance Certificate to the Contractor.

10.3. All warranties will become effective and begin to run upon the Authority's Executive Director's execution and issuance of the Final Acceptance Certificate to the Contractor.

11. SERVICE LEVELS

11.1. The Business Central application must meet or exceed the Service Levels set forth in Section S of the Work Statement of the RFP and Tab F of its Proposal.

12. SERVICE CREDITS

12.1. Contractor agrees to provide the Authority with a service credit(s) in the event that a service level is not met pursuant to Tab F of the Proposal.

12.2. This section 12 is not intended to limit access of the Parties to dispute resolution as provided in section 18 as an alternative or in addition to Service Credits.

13. STANDARDS OF SERVICE

13.1. Employees. Contractor warrants that its employees will have sufficient skill, knowledge, and training to perform the Services and that the Services will be performed in a professional and workmanlike manner. Contractor further warrants that it will provide a sufficient number of employees to complete the Services ordered within the applicable time frames established pursuant to this Contract.

13.2. Key Personnel. Contractor must identify all key personnel employees who will be providing Services to the Authority and provide a description of those Services. Contractor will provide prompt written notice of any change in key personnel status, including replacement or alteration of Services provided, not less than five (5) business days prior to the proposed change. The Authority, in its sole reasonable discretion, may require Contractor to remove any key personnel employee from providing Services to the Authority. In such cases, the Authority will provide written notice of its decision to remove the key personnel employees and provide the time period during which the identified key personnel employee must be removed.

14. AMENDMENTS

14.1. 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.

14.2. 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.

15. TAXES AND OVERHEAD COSTS

15.1. 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.

15.2. 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: _____.

15.3. 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.

15.4. 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.

16. REPRESENTATIONS AND WARRANTIES

16.1. 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.

16.2. 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 Business Central application without disturbance or failure of operation during the Term or any Option Period.

16.3. Warranty Against Infringement.

16.3.1. Contractor agrees to defend and indemnify the Authority of all direct losses, costs and damages resulting from a determination that the Business Central application 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 Business Central application due to a proceeding based upon the infringement of patent, copyright or trademark in the United States, Contractor will, at its option, either:

16.3.1.1. Modify the Business Central application, at Contractor's sole expense, so it becomes non-infringing; or

16.3.1.2. Replace the infringing Business Central application with an equal non-infringing application of equal quality, at Contractor's sole expense; or

16.3.1.3. Procure, at Contractor's sole expense, the necessary licenses for the Authority to continue using the Business Central application; or

16.3.1.4. Remove the Business Central application and refund the purchase price and transportation costs thereof.

17. **TERMINATION**

17.1. 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.

17.2. 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.

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

17.4. 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 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.

17.5. 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.

18. DISPUTE RESOLUTION

18.1 Representatives of the Parties responsible for the implementation of this Contract will make reasonable efforts to promptly discuss and resolve disputes related to this Contract prior to the pursuit of legal relief as provided in section 18.2. Barring an emergency or written assertion of either Party that further discussions are of no value, the Parties agree that if a dispute has not been resolved within five (5) days of the disputing Party's notice, the Parties shall cause senior executives of each Party (who are at a higher level of management than the persons with direct responsibility for administration of this Contract) to meet in person to negotiate in good faith on a resolution to such dispute within thirty (30) days after the expiration of the foregoing five (5) day period. All reasonable requests for information made by one Party to any other Party will be honored. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

18.2. Legal Relief. The Parties agree that this Contract is not intended to limit either Party's access to the courts to seek necessary protections or recovery of alleged damages.

18.3. 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.

18.4. 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.

18.5. 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.

19. WINDING-DOWN PERIOD

19.1. The Authority may, in its sole discretion, elect to trigger a Winding-Down Period. The Winding-Down Period is the period of time commencing on the expiration or termination of this Contract in its entirety and ending no more than nine (9) months thereafter.

19.2. The Authority will provide notice to the Contractor of its intention to employ the Winding-Down Period as follows:

- (a) at the time that any notice of termination or notice of expiration is provided, or
- (b) after the date of any notice of termination or notice of expiration and not less than 30 days before the scheduled date of termination or expiration.

19.3. During the Winding-Down Period:

- (a) Contractor must continue to provide the Business Central application and Services to the Authority;
- (b) The Authority must be able to access, read, use, and process any and all data and information stored on the Business Central application;
- (c) Contractor must assist the Authority and fully cooperate with the Authority's designated agents or third parties with the Data Migration of all data and information stored on the Business Central application to an Enterprise Resource Planning application designated by the Authority;

(d) Contractor may not delete or remove any data or information stored on the Business Central application without the prior written consent of the Authority's Executive Director;

(e) Contractor will continue to be paid pursuant to the Fee Schedule identified in section 6 of this Contract for providing the Business Central application and Services to the Authority. In the event that Contractor is requested to provide more than routine cooperation and assistance during the Winding-Down Period, then Contractor will be entitled to reasonable compensation for such additional services; and

(f) All terms and conditions of this Contract apply during the Winding-Down Period.

20. NO SOLICITATION/CONFLICTS OF INTEREST

20.1. 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.

20.2. 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.

20.3. 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.

21. RIGHT-TO-KNOW LAW

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

21.2. 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:

21.2.1. 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

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

21.3. 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.

21.4. 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.

21.5. 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.

21.6. 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.

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

21.7.1. 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.

21.7.2. 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.

21.8. 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.

21.9. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. CONFIDENTIAL AND PROPRIETARY INFORMATION

28.1. Duty of Confidentiality. All Authority data, documents, discussions, or other information developed, generated, discovered, or otherwise stored using the Business Central application 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.

28.2. Third Party Software. With respect to any software installed pursuant to this Contract that is proprietary to a vendor other than Contractor or Microsoft, 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.

28.3. Ownership of Authority Data. The Authority will maintain ownership and control of the Authority Data generated throughout the Contract period and in perpetuity. Contractor will have the right to use the Authority Data solely to perform or correct Services under the Contract with the Authority. Contractor may not use the Authority Data, a subset of the Authority Data, and/or a summary of the Authority Data, or, cause or permit the Authority 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 Authority Data in its possession or control at such times as the Authority deems appropriate.

28.4. Enforcement. The Authority and Contractor agree that monetary damages alone 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 27 of the 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 24 of this Contract, without the Authority being required to post a bond or other security.

29. SECURITY AND DATA PRIVACY REQUIREMENTS AND PCI DSS COMPLIANCE

29.1. Authority 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.

29.2. 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.

29.3. In the event that Authority 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.

30. CONTRACTOR'S BOOKS AND RECORDS

30.1. 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.

30.2. 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.

30.3. 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.

31. 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: 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.

32. GENERAL TERMS AND CONDITIONS

32.1 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.

32.2. Assignability. The Parties agree that the expertise and experience of Contractor are material considerations for this Contract. Subcontracting, assignment, or transfer of all or part of the interest of the Contractor in this Contract or in the Services covered by this Contract is prohibited and void without the prior written approval of the Authority's Executive Director. In the event such consent is given, the terms and conditions of this Contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is hereby bound and obligated and the Contractor must obtain written acknowledgement thereof from all subcontractors so engaged.

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

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

32.5. 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.

32.6. 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.

32.7. 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.

32.8. 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.

32.9. 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.

32.10. 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.

32.11. 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.

32.12. 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.

SIGNATURE PAGE TO FOLLOW

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

The Philadelphia Parking Authority

Attest: _____

By: _____

Print Name: _____

Executive Director

Print Title: _____

Effective Date: _____

APPROVED AS TO FORM

By: Michael Casey
Office of General Counsel

Contractor

Witness: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Exhibit "A"
The Philadelphia Parking Authority
CONTRACTOR INTEGRITY PROVISIONS

1. Definitions.

a) **Confidential Information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Authority.

b) **Consent** means written permission signed by a duly authorized officer or employee of the Authority, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Authority shall be deemed to have consented by virtue of execution of this Contract.

c) **Contractor** means the individual or entity that has entered into this Contract with the Authority, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.

d) **Contractor Related Parties** means any affiliates of Contractor and Contractor's officers and directors.

e) **Financial interest** mean any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness

f) **Gift** means any conveyance of anything of value, including cash, a gratuity (tip), favor, entertainment (including tickets to sporting events), travel, food, drink, a loan, employment or services.

2. Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Authority, including these Contractor Integrity Provisions.

3. Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

4. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not, in connection with this or any other agreement with the Authority, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit or gift on anyone, for any reason, including as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Authority.

5. Contractor confirms that no Authority officer or employee holds a financial interest in Contractor.

6. Contractor shall have no financial interest with or in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Authority in writing and the Authority consents to Contractor's financial interest prior to the Authority's execution of the contract. Contractor shall disclose the financial interest to the Authority at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

7. When Contractor has reason to believe that any breach of ethical standards as set forth in law or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by an Authority officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Authority contracting officer or the Authority's Office General Counsel in writing.

8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof.

9. Contractor agrees to reimburse the Authority for the reasonable costs of investigation incurred by the Authority's Office of General Counsel, or its designee, for investigations of Contractor's compliance with the terms of this or any other agreement between Contractor and the Authority that results in the suspension or debarment of Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in Contractor's suspension or debarment.

10. Contractor shall cooperate with the Authority's Office of General Counsel, or its designee, in its investigation of any alleged officer or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an investigator, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Authority's designated investigator to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Authority and any such subcontractor, and no third party beneficiaries shall be created thereby.

11. Nondiscrimination/Sexual Harassment. Contractor agrees:

a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, Contractor, each subcontractor, or any person acting on behalf of Contractor or subcontractor shall not discriminate in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b) Neither Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c) Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

d) Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e) Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f) Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

g) Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor and each subcontractor shall have an obligation to inform the Authority if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

h) The Authority may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place Contractor in Contractor Responsibility File.

12) Americans with Disabilities Act. Contractor agrees as follows.

a) Pursuant to the federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. 35.1010 et. Seq., Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation on this contract or from activities provided under this contract. As a condition of accepting and executing this contract, Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act, which are applicable to the benefits, services, programs, and activities provided by the Authority through contracts with outside contractors.

13. For violation of any of these Contractor Integrity Provisions the Authority may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Authority. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

14. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Authority will determine whether a contract may be entered into with Contractor. Contractor’s obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, Contractor shall have an obligation to immediately notify the Authority in writing if at any time during the term of the contract if becomes aware of

any event which would cause Contractor's certification or explanation to change. Contractor acknowledges that the Authority may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

**Exhibit “B”
RFP**

Exhibit “C” Proposal

Exhibit “D”
Implementation Schedule

Exhibit “E”

Final Acceptance Certificate

This Final Acceptance Certificate memorializes the occurrence of Final Acceptance on _____ consistent with the successful completion of the acceptance tests pursuant to section 9.2 of the Contract.

The Philadelphia Parking Authority

By: _____

Name: _____

Title: _____

Date: _____

Contractor

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Exhibit “F”
Notice of Exercise of Option to Extend Contract

Pursuant to section 3.2 of the Contract, the Authority hereby exercises its option to extend the term of the Contract for one (1) year beginning on _____ and ending on _____ (Option Period # ____).

The Philadelphia Parking Authority

Attest: _____

Print Name: _____

Print Title: _____

By: _____

Name

Title

Date: _____

APPROVED AS TO FORM

By: _____
Office of General Counsel

Appendix C

Insurance Requirements

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-12 MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE LICENSING,
IMPLEMENTATION AND SUPPORT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

Prior to commencement of the contract and until completion of work, **Company** shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of “A-: Class VII” or better, and furnish to The Philadelphia Parking Authority (PPA) Certificates of Insurance evidencing same. Coverage must be written on an “occurrence” basis (exception – professional and environmental/pollution liability may be written on a “claims-made basis) and shall be maintained without interruption through the entire period of this agreement.

1. Workers Compensation and Employers Liability: in the State in which the work is to be performed and elsewhere as may be required and shall include, where applicable, U.S. Longshoremen’s and Harbor Workers’ Coverage.

- a) Workers’ Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit

2. Commercial General Liability: including Premises-Operations, Independent Contractors, Products/Completed Operation, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), and Personal Injury Coverage.

- a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Products/Completed Operations Aggregate:	\$1,000,000
(3) Each Occurrence:	\$1,000,000
(4) Personal and Advertising Injury:	\$1,000,000
(5) Fire Damage (any one fire):	\$ 50,000
(6) Medical Expense (any one person):	\$ 5,000

- b) General Aggregate must apply on a Per Location Basis, as applicable.

- c) Owner must be named as additional insured as shown in requirement #8.

3. Automobile Liability: (Note: if no owned vehicles, show at least hired and non-owned coverage)

- a) Coverage to include:

- (1) All Owned, Hired and Non-Owned Vehicles
- (2) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract)

- b) Per Accident Combined Single Limit: \$500,000

- c) Owner must be named as additional insured as shown in requirement #8.

4. Professional (E&O) Liability Insurance with minimum acceptable limits of \$2,000,000 per claim and aggregate. Claims-made is acceptable, but if coverage is canceled, non-renewed or discontinued, Company 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 limitations or for a period of seven (7) years, whichever duration is longest.

5. 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 &

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-12 MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE LICENSING,
IMPLEMENTATION AND SUPPORT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

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.

6. Deductibles or Self-Insured Retentions: **Company** is responsible to pay all deductibles and/or self-insured retentions that may apply to the required insurance.
7. Financial Rating of Insurance Companies:
 - a) A.M. Best Rating: A – (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
8. The Philadelphia Parking Authority, and its agents, employees, representatives, officers and directors individually and collectively, shall be added as ADDITIONAL INSURED on the policies as noted above. **Company's** coverage shall be primary and noncontributory to any other coverage available to the Philadelphia Parking Authority, including, without limitation, coverage maintained by the Philadelphia Parking Authority wherein the Philadelphia Parking Authority is named insured, and that no act of omission shall invalidate the coverage.
9. It is agreed that **Company's** insurance will not be cancelled, materially changed or non-renewed without at least thirty (30) days written notice to The Philadelphia Parking Authority, 701 Market Street, Suite 5400, Philadelphia, PA 19106, by Certified Mail-Return Receipt Requested.
10. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a) **Company** 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 **Company** pursuant to this Contract.
 - b) **Company** 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 **Company** 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.
11. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the **Company**.
12. Any type of insurance or any increase in limits of liability not described above which the Authority requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
13. The carrying of insurance shall in no way be interpreted as relieving **Company** of any responsibility or liability under the contract.

THE PHILADELPHIA PARKING AUTHORITY
RFP NO. 26-12 MICROSOFT DYNAMICS 365 BUSINESS CENTRAL SOFTWARE LICENSING,
IMPLEMENTATION AND SUPPORT SERVICES
APPENDIX C - INSURANCE REQUIREMENTS

14. Prior to the commencement of work or use of premises, **Company** 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 transmitted 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 **Company** 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 **Company** 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.

15. Failure of **Company** to obtain and maintain the required insurance shall constitute a breach of contract and **Company** 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 **Company** with a written waiver of the specific insurance requirement.
16. None of the requirements contained herein as to the types, limits, or PPA's approval of insurance coverage to be maintained by **Company** are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by **Company** under the Contract Documents, any other agreement with the PPA, or otherwise provided by law.
17. If work involves subcontractors, **Company** shall require all subcontractors (of every tier) to meet the same insurance criteria as required of **Company**. The subcontractor's insurance must name the PPA as additional insured. **Company** shall maintain each subcontract's certificate of insurance on file and provide such information to the PPA for review upon request.
18. Failure of **Company** to provide insurance as herein required or failure of PPA to require evidence of insurance or to notify **Company** of any breach by **Company** 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 **Company** 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 **Company** and independent of the duty to furnish a copy or certificate of such insurance policies.