Philadelphia LandCare Program
Community LandCare

Request for Applications

October 2015

Laura Taylor
Contract Administrator
Office of Housing and Community Development
17th Floor
1234 Market Street
Philadelphia, PA 19107

Briefing
Date: November 10, 2015
Time: 9:00 AM-11:00AM
Place: Pennsylvania Horticultural Society
5th Floor
100 North 20th Street
Boardroom
Philadelphia, PA 19103

Application Due Date: December 7, 2015 by 5:00PM

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SUMMARY

Project Description

Since 2004, the Pennsylvania Horticultural Society (PHS) has received funding from the City of Philadelphia's Office of Housing and Community Development (OHCD) to improve and manage vacant land through the Philadelphia LandCare Program. The Community LandCare Component (CLC) utilizes community based non-profit organizations within the City that have the experience and capacity to perform community revitalization work consisting of trash pickup, weed removal and mowing of selected lots. Under this Request for Applications (RFA), this program component shall be referred to as the Community LandCare (CLC). Currently this program utilizes thirteen (13) non-profits to improve and maintain 2,100 parcels monthly. Through this RFA the CLC Program will be expanded to sixteen or seventeen (16 or 17) non-profits groups.

Non-profits selected under this RFA will provide basic cleaning and mowing on unimproved lots in their own communities, keeping them clean from weed and debris. The CLC's purpose is to provide the opportunity for the community to have a direct role in the appearance of their neighborhood while creating jobs for community residents. Also part of the Philadelphia LandCare Program is work conducted by largely for-profit companies which improve vacant lots with trees, soil, grass and a wood post rail fence. This for-profit activity is not covered under this RFA.

This Request for Applications (RFA) is soliciting applications for all activity under the CLC . Current providers under this program should also submit an application in order to be considered for future contracts. Non-profit organizations selected through this process will be awarded contracts managed through the Pennsylvania Horticultural Society based on available resources. No direct City of Philadelphia contract will be made via this RFA.

Contracts will be awarded for a minimum of 50 parcels and not more than 200 parcels. These contracts require monthly cleaning visits from April through October 2016 at the rate of $25.00 per parcel for each monthly cleaning visit with the expectation of yearly renewals from June through July for up to three years dependent on successful performance and continued program funding.

**A parcel is a lot defined as one address. A vacant lot may be composed of one or more parcels.*

Request for Application deadlines and Contact Information

A briefing will be held on the Request for Application (RFA) on November 10, 2015 at 9:00AM in PHS's Boardroom, 5th Floor, 100 N. 20th Street. Attendance is strongly encouraged for ALL applicants as special technical assistance will be reviewed at this time. Questions regarding this RFA may be asked at the briefing session, and then subsequently in writing via email to kgreen@pennhort.org for a period of one week after the briefing date.

A completed application form and all relevant information regarding this Request For Applications are due on **December 7, 2015 by 5:00 pm** and must be submitted to the attention of **Keith Green, Associate Director of Philadelphia LandCare Program, Pennsylvania Horticultural Society, 100 North 20th Street, 5th Floor, Philadelphia, PA 19103**. If you have any questions about this RFA, or need more information, please contact kgreen@pennhort.org.

COMMUNITY LANDCARE REQUIREMENTS

CLC supports community-based organizations to develop their capacity to regularly clean and maintain blighted land in their neighborhoods. Funded by the City of Philadelphia through its Office of Housing and Community Development and managed by the Pennsylvania Horticultural Society's Philadelphia Land Care Program, this program provides grants to selected organizations that demonstrate the interest, history and capacity to serve this role. The City of Philadelphia, through its Office of Housing and Community Development will select applicants based on the following criteria and an evaluation of the capacity of the organization to perform the scope of work as well as the needs of the community being served by this program.

Requirements for consideration:

- **Organizations must submit a completed Community LandCare application:**
  The application form includes questions about organizational experience relevant to vacant lot maintenance, neighborhood information, proposed parcel list, staffing and crew information, equipment information, training needs, their community outreach process and a proposed budget breakdown. Organizations must show capacity to perform functions under the program.

- **Non-profit status:**
  Applicant organizations must be a non-profit corporation, and submit Articles of Incorporation which indicate that it is a not-for profit. Applicants do not need to be a 501(c) (3) certified non-profit.

- **Liability insurance and workman's compensation:**
  Upon Commencement of the CLC Contract each Organization must have in place a minimum insurance covering $1,000,000 liability, $1,000,000 automobile and $500,000 worker's compensation and must provide a certificate of insurance naming PHS and the City of Philadelphia as additional insured.

- **Each organization must submit a signed Certificate of Non-Indebtedness to the City and complete and attach City of Philadelphia Disclosure of Information forms.**
  The organization certifies and represents to the City that the organization and any entities under common control with the organization or controlled by them are not currently indebted to the City and will not at any time during the term of the contract (including any Additional Term(s) be indebted to the City for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of the City of Philadelphia), water bills, sewer bills, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. A copy of the Certificate is on page 19 of this document. See Attachment A-1 for the City of Philadelphia Disclosure of Information forms with instructions.

- **Applicants must have the ability to partner with other community stakeholders by demonstrating good working relationships with residents, other community-based organizations and elected officials in their target area.**

REQUIREMENTS OF PROGRAM PARTICIPANTS

Each selected organization will:

- Hire and manage work crews. It is required that preference for job opportunities be provided to residents of the immediate community and that all work crews be paid.
- Provide proper protective equipment at the commencement of the contract which includes but is not limited to (protective eyewear, gloves etc.), tools (brooms, rakes, commercial grade string-trimmers, mowers etc.), storage, and any necessary transportation of work crews and equipment. (See p. 11)
- Identify and list the addresses of all of the sites that will be cleaned. These sites must be in a contiguous geographical area.
- Provide a map of the targeted area. All unimproved vacant lots within the targeted area will be considered to be included in this program unless otherwise noted.
- Develop and implement a monthly maintenance system to keep the vacant lots reasonably clean and free of debris with grass and weeds not to exceed 8″ in height.
- Develop weekly work schedules and document completion of all work. Include this information in monthly invoices.
- Provide a program budget and document costs.
- Participate in training programs provided by PHS as needed and willingness to participate in special events as schedules permit.
- Participate in two evaluation interviews about the successes and challenges of the project, one at midpoint in the program and one at the conclusion.

ROLE OF PARTICIPANTS

The City of Philadelphia, through its Office of Housing and Community Development (OHCD)

The City will serve as client for this program and will provide the necessary resources to complete the determined maintenance activities.
The City will:

- Manage the selection of new applicants and re-applicants to this program
- Contract with PHS to support this program
- Provide oversight to the Program

The Pennsylvania Horticultural Society (PHS)

PHS is the recipient of funding through the City.
PHS will:

- Serve as the project administrator, and will manage the services of all the community partners, and serve as the liaison between the City and the Community-based organizations
- Serve as project managers for the program, providing technical assistance as needed
- Serve as the central contact for administration/communication about issues such as trash removal, weed control, graffiti problems, etc., coordinating appropriate action through city/contractor
- Monitor contracted work and provide any feedback to Community-based organizations
- Develop and deliver a training component to the program

Community-Based Organizations (Participating in Community LandCare)

Under contract with PHS, organizations provide ongoing maintenance activities as per developed plans in their designated neighborhoods. Selected Community-based organizations will:

- Develop and implement a maintenance system to keep the vacant parcels reasonably clean and free of debris with grass and weeds not to exceed **8"** in height
- Develop maintenance schedule and conduct activities to accomplish related tasks
- Monitor costs associated with running the program
- Oversee the crews maintaining the lots and provide ongoing supervision of the program
- Communicate regularly about ongoing needs with PHS staff
- Monitor operational needs of the program, including location of central trash pickup areas
- Complete and submit monthly invoices
- Willingness to participate in training programs
- Willingness to participate in special events as schedule permits
- Attend coordination meetings as necessary for the program

CONTRACT TERMS

Expected Standard of Ongoing Maintenance

The City has determined that the standard of cleanliness is defined as "reasonably free of debris". In Philadelphia Green's estimation, the following guidelines define this standard further:

- Weeds and grass shall not exceed **8"** inches in height
- Vacant parcels shall be 100% free of trash after a maintenance visit
- Short-dumping incidents shall be addressed within a week of occurrence
- All trash shall be appropriately disposed.

All trash and debris collected as part of this program will have to be deposited at designated locations in the neighborhood by the community-based organization so that trash can be picked-up by the city.

Organizations selected for this program are expected to attend an orientation session, participate in scheduled training workshops, and participate in evaluation sessions at the mid-point and near the end of the contract.

Time of Performance

All successful applicants will be awarded contracts for the term April 1, 2016 through October 31, 2016 with the expectation of yearly renewals for up to three years with successful performance and continued program funding.

Compensation and Method of Payment

At the beginning of each month the Contractor must submit a work schedule to PHS listing the addresses of sites and projected time for completion of work for each site. At the end of each month, using the same work schedule form, the Contractor shall submit a completed schedule form, which will serve as an invoice for that month. The Contractor shall submit the invoice to PHS within ten (10) days of the close of each month. Upon receipt and approval, PHS shall remit payment to the Contractor within thirty (30) days. The Contractor must present the monthly invoices to PHS in a time frame, which permits PHS to comply with the reporting requirements of the Office of Housing and Community Development (OHCD).

APPLICATION GUIDELINES

Application

Attached at the end of this section is the Request For Applications form that must be submitted to be considered for this program**.** Each section of the application is preceded by a Roman numeral that corresponds to the sections in this Request for Applications with expanded explanations.

Section I. Organizational Information
Fill in the name, address and all additional information about your organization along with your current budget. You will find attached a Disclosure of Information Form to be completed which is required under Chapter 17-1400 of the Philadelphia Code, including any local and state political campaign contributions. Finally, there is a space later in the application for you to work out your projected budget if you were to receive this contract.

Non-Profit Status
Applicant organization must submit one copy of their Articles of Incorporation which indicate that it is a non-profit corporation.

Insurance
Organization must have in place at the commencement of the contract a minimum insurance covering $1,000,000 liability, $1,000,000 automobile and $500,000 worker's compensation and must provide a certificate of insurance.

Organizational Experience
List organizational experience relevant to vacant lot maintenance and when it was completed. This section is to be used to explain what types of work or projects you have been involved in that may have prepared you for working on vacant lot maintenance.

Section II. Neighborhood Information

Boundaries and Parcel Selection
Applicants will outline neighborhood boundaries that they are interested in maintaining and list vacant sites within those boundaries. PHS will evaluate those sites and may include suggestions for additional sites that may be maintained as part of this program. Community partners will then evaluate these parcels within their designated boundaries and submit a final list of sites. Depending on the contracts available, a minimum of 50 parcels or a maximum of 200 parcels will be maintained. Please submit a list of all parcels you wish to maintain**.** It is important to note that 'parcels' (individual addresses) are the measure of contracted sites, not 'lots' or 'square feet'. An individual lot may consist of one or more 'parcels'.

Responders to this RFA are encouraged to target high visibility areas in their communities - gateways, traffic thruways or other areas of significant impact in your neighborhoods. The parcels should be as contiguous and concentrated as much as possible to create the greatest impact, but may not include land that has already been stabilized (wooden fenced, with grass and trees) by PHS. Demolition sites that look similar to PHS sites because they have wooden fences, but have not been stabilized are eligible for CLC.

Parcel list
The parcel list should have accurate street addresses and should be grouped together into one block or site if they are contiguous along with the number of parcels contained within the block (e.g. 1200-1212 N. 7th Street – 6 parcels). The parcel list should then total down to a grand total.

If you need assistance in determining exact street addresses, the following online source can be of great help:

http://www.phila.gov/water/swmap
Free for all to use, login not required, enter approximate address and click on map tab to see streets and parcels. Feel Free to contact William Lighter, Jr. at wlighter@pennhort.org for any questions regarding this process.

Section III. Staffing Information

Who will be managing the project?
This is the person who is overseeing the whole project and will most likely be the person to sign the contract, process invoices and receive the payments.

Who will be supervising the crew?
A crew chief may be a separate person who is out in the field and is more in touch with supervising, monitoring and transporting the crew.

Primary contact
The person who is to be the key contact for the organization, they may be one of the persons listed above.

Describe the work crew who will be maintaining lots
This section is to be used to explain details about your crew including relevant work experience.

Please be aware that nonprofits under the City of Philadelphia whose total subcontracts with PHS are over $100,000 must pay staff covered under this program a minimum of $12.00 per hour.

Section IV. Equipment Information

List the type of equipment that you currently have for vacant land cleaning. Prior to the commencement of the contract PHS will conduct an inspection that will include but not be limited to inventory of equipment. Failure to have the necessary equipment shall constitute grounds for denial of a contract with PHS and/or void any contract entered into for Community LandCare before the inspection is completed.

A minimum amount of equipment to perform this type of work with a 4 person crew would include:
Storage facility
1 vehicle, preferably with a trailer
1 high-weed cutter or brushcutter (e.g. Billygoat or Swisher)
2 commercial mowers (33" or larger, either ride-on or walk-behind)
1 smaller push mower (22" or smaller for harder to access areas)
2 commercial gas powered string trimmers
Hand rakes, lopers or handsaw for pruning trees

Section V. Training Needs

What type of training does the staff already have?
This is to help identify members of our program who may be good resources for other groups. We hold several workshops a year and any assistance is very welcome.

Section VI. Community Outreach

This section is for identifying your plans to publicize your activities in your neighborhood and how you intend to involve the community in which you are working.

Section VII. Proposed Budget

Breakdown
Crew – Staffing costs
Equipment – New equipment and maintenance of old and new equipment for season
Supplies –
Other - (describe) e.g. hauling trash and storage of equipment.

Selection Criteria

Applicants will be selected using the following criteria:

- Applicant's experience and organizational capacity.
- Applicant's knowledge of neighborhood and ability to work with stakeholders.
- Appropriate cost estimate.
- The non-profit is in compliance with applicable City of Philadelphia requirements.

The City reserves the right to reject any and all responses to the Request for Application if it deems such action to be in the interest of the City.

I. <u>Organizational Information</u>

Name _____

Address _____ Zip Code _____

Telephone # _____ Fax # _____ Email _____

Number of full time staff _____ Annual budget _____

Please provide proof of nonprofit status, liability insurance and workman's compensation. Attach most recent IRS Form 990. Attach list of board of directors.

List organizational experience relevant to vacant lot maintenance (indicate the scope of work completed along with who implemented work (i.e. staff or volunteers) and when it was completed):

_____

_____

_____

Provide a narrative description of the Applicant itself, including the following:

Applicant's business identification information, including name, business address, telephone number, website address, and federal taxpayer identification number or federal employer identification number.

A description of history of non-profit, confirm services presently provided to community, number of years in business, primary mission etc.

II. Neighborhood Information

What are the geographical boundaries of the area you will serve? Please attach map showing the boundaries.

_____

_____

_____

Please submit a list of all parcels. *(Sites must be in a contiguous area and not include already stabilized land)*

Address *(E.g. 1200-1212 N. 7th Street – 6 parcels)*	**# of Parcels**
1) _____	_____
2) _____	_____
3) _____	_____
4) _____	_____
5) _____	_____
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____
11) _____	_____
12) _____	_____
13) _____	_____
14) _____	_____
15) _____	_____
16) _____	_____
17) _____	_____
18) _____	_____
19) _____	_____
20) _____	_____
21) _____	_____
22) _____	_____
23) _____	_____

24) _____ _____

25) _____ _____

26) _____ _____

27) _____ _____

28) _____ _____

29) _____ _____

30) _____ _____

31) _____ _____

32) _____ _____

33) _____ _____

34) _____ _____

35) _____ _____

36) _____ _____

37) _____ _____

38) _____ _____

39) _____ _____

40) _____ _____

41) _____ _____

42) _____ _____

43) _____ _____

44) _____ _____

45) _____ _____

46) _____ _____

47) _____ _____

48) _____ _____

49) _____ _____

50) _____ _____

Total Number of Parcels _____

III. <u>Staffing Information</u>

Who will be managing the project?

Name/Title_____ Years with the organization: _____

How many hours (monthly) are anticipated for this work? _____

List relevant skills or experience

_____

_____

_____

Who will be supervising the crew(s)?

Name/Title _____ Years with the organization: _____

How many hours (monthly) are anticipated for this work? _____

List relevant skills or experience

_____

_____

_____

Who will be the primary contact for the project at your organization?

Name _____ Title _____

Years with the organization: _____ Phone # _____

Email _____ Fax # _____

Describe the work crew who will be maintaining lots:

_____

_____

_____

How many crews will be assigned?

_____

_____

_____

How many individuals will be on each crew?

_____

_____

_____

How many hours per week will they be assigned to lot maintenance?

_____

_____

For staff, will they be working full-time ☐ or part-time? ☐

Will crew be formed of existing employees? Yes ☐ No ☐ How many?_____

Will crew be hired specially for this project? Yes ☐ No ☐ How many?_____

Will hired crew be from your target community? Yes ☐ No ☐ How many?_____

Will the crew have other responsibilities? Yes ☐ No ☐

What will be the hourly rate for individuals hired under this contract?

_____

If yes, please describe type of work

_____

_____

_____

List skills or experience of crew members relevant to this work

_____

_____

_____

Subcontractor

If you are using a for-profit subcontractor to perform this work, you must list the business name, type, address, owner information (including if minority/woman /disabled owned), and experience

_____

_____

_____

IV. Equipment Information

List type and quantity of equipment you have for this project

_____

_____

_____

_____

_____

_____

_____

List type and quantity of equipment you anticipate acquiring for this project.

_____

_____

_____

_____

_____

_____

V. Training Needs

What types of training does the staff involved in this project already have?

_____

_____

_____

Will your organization's staff that is involved in this project be willing to participate in trainings? (Equipment Safety training required for crew, supervisors, and management staff)
Yes ☐ No ☐

What additional training opportunities is your organization interested in as related to this project?

- ❑ Operating and maintaining landscape equipment
- ❑ Weed identification and control
- ❑ Supervising work crews
- ❑ Working with volunteers
- ❑ Managing landscape maintenance operations
- ❑ Public relations/communicating with the community
- ❑ Other _____

_____

_____

VI. <u>Community Outreach Process</u>

What do you see as communication needs with your community regarding your role in this lot maintenance work? Briefly describe your community outreach plan.

_____

_____

_____

VII. <u>Proposed Budget</u>

Please provide a detailed budget for your first season April-October with itemized dates and costs for the following categories and use this section for a summary breakdown of costs:

Crew	$ _____
Equipment	$ _____
Supplies	$ _____
Other (describe)	$ _____

_____

Submitted by:

_____ _____

(Director or Chief Officer) **Date**

APPENDIX A

CITY OF PHILADELPHIA TAX AND REGULATORY STATUS AND CLEARANCE STATEMENT FOR APPLICANTS

THIS IS A CONFIDENTIAL TAX DOCUMENT NOT FOR PUBLIC DISCLOSURE

This form must be completed and returned with Applicant's proposal in order for Applicant to be eligible for award of a contract with the City. Failure to return this form will disqualify Applicant's proposal from further consideration by the contracting department. Please provide the information requested in the table, check the appropriate certification option and sign below:

Applicant Name	
Contact Name and Title	
Street Address	
City, State, Zip Code	
Phone Number	
Federal Employer Identification Number or Social Security Number:	
Philadelphia Business Income and Receipts Tax Account Number (a/k/a Business Privilege Tax) (if none, state "none")*	
Commercial Activity License Number (a/k/a Business Privilege License) (if none, state "none")*	

____ I certify that the Applicant named above has all required licenses and permits and is current, or has made satisfactory arrangements with the City to become current with respect to the payment of City taxes or other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), and is not in violation, or has made satisfactory arrangements to cure any violation, or other regulatory provisions applicable to Applicant contained in The Philadelphia Code.

___ I certify that the Applicant named above does not currently do business, or otherwise have an economic presence in Philadelphia. If Applicant is awarded a contract with the City, it promptly will take all steps necessary to bring it into compliance with the City's tax and other regulatory requirements.

_____ _____

Authorized Signature Date

_____

Print Name and Title

* You can apply for a City of Philadelphia Business Income and Receipts Tax Account Number or a Commercial Activity License on line after you have registered your business on the City's Business Services website located at http://business.phila.gov/Pages/Home.aspx. Click on "Register" or "Register Now" to register your business.

APPENDIX B

LOCAL BUSINESS ENTITY OR LOCAL IMPACT CERTIFICATION

Instructions: Applicants who seek as a positive factor in the City's consideration of their application that they meet the Local Business Entity or Local Impact criteria as provided in Mayoral Executive Order No. 04-12 should complete this Certification and return it with their application. Applicants providing this Certification should also include in a separate section of their application labeled "Local Business Entity or Local Impact Certification," a statement that the Applicant believes it has met the Local Business Entity of Local Impact criteria "as set forth in the attached Local Business Entity or Local Impact Certification." Check all appropriate certification options that are applicable to Applicant and sign below:

Applicant Name: _____

Local Business Entity Certification

___ I certify that the Applicant named above is a Local Business Entity because Applicant complies with the following criteria set forth in Section 17-109 (3) (b) of The Philadelphia Code:

I. During the preceding 12 months, Applicant has filed a Commercial Activity or Business Privilege tax return with the City establishing that Applicant conducted business within the City within the calendar year preceding the filing of the return; and

II. During the preceding 18 months, Applicant:

A. Has continuously maintained a valid Commercial Activity or Business Privilege License and all other licenses and permits necessary to conduct business with the City;

B. Has continuously occupied an office within the City, where business is conducted; and

C. Satisfies at least one of the following requirements *(Check those applicable to Applicant)*:

___ (1) More than half of Applicant's full-time employees work in the City at least 60% of the time;

___ (2) More than 50 of Applicant's full-time employees work in the City at least 60% of the time; or

___ (3) Applicant's principal place of business is located in the City.

Local Impact Certification

___ I certify that in the performance of a contract resulting from this RFP, the Applicant named above will employ City residents

___ I certify that in the performance of a contract resulting from this RFP, the Applicant will perform the work in the City.

_____ _____

Authorized Signature Date

_____

Print Name and Title

APPENDIX C

General Disclaimer of the City of Philadelphia

This RFA does not commit the City of Philadelphia/PHS to award a contract. This RFA and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any Applicant to this RFA, shall become the property of the City and may be subject to public disclosure by the City, or any authorized agent of the City.

This RFA states requirements for the project, including the services and the tangible work products to be delivered, and the tasks the Department has identified as necessary to meet those requirements. The City Department reserves the right, however, to modify specific requirements, based on changed circumstances (such as a change in business or technical environments), the proposal selection process, and contract negotiations with the Applicant(s) selected for negotiations, and to do so with or without issuing a revised RFA.

The City Department reserves the right to condition payments on the satisfactory completion of the specified milestones, tasks, services and/or work products listed above. In addition to describing how each proposed milestone will be accomplished, the scope of work proposed by Applicant should identify the milestones the Applicant proposes as payment milestones and the amount it proposes for each milestone payment. Applicants may propose alternative means of payment, but should explain their reasons for the alternative and how it will facilitate completion of the work

1. Disclosure of Litigation: Disclosure of Administrative Proceedings

State, for the 5-year period preceding the date of this RFA, a description of any judicial or administrative proceeding that is material to Applicant's business or financial capability or to the subject matter of this RFA, or that could interfere with Applicant's performance of the work requested by this RFA, including, but not limited to, any civil, criminal or bankruptcy litigation; any debarment or suspension proceeding; any criminal conviction or indictment; and any order or agreement with or issued by a court or local, state or federal agency. For each such proceeding, state the name of the case or proceeding, the parties involved, the nature of the claims involved, its current status and the final disposition, if any. Provide the same information for any officer, director, principal, or partner of Applicant's organization, and for any subcontractor Applicant plans to use to perform the services described in this RFA.

1. <u>This Notice of Contract Opportunity</u>

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to this notice of contract opportunity:

(a) to reject any and all proposals and to reissue this notice of contract opportunity at any time prior to execution of a final contract;

(b) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in this or a previous notice of contract opportunity;

(c) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in this or a previous notice of contract opportunity in order to obtain additional proposals or for any other reason the City determines to be in the City's best interest;

(d) to extend this notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline or for any other reason the City determines to be in the City's best interest;

(e) to supplement, amend, substitute or otherwise modify this notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more Applicants;

(f) to cancel this notice of contract opportunity at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued, with or without issuing, in the City's sole discretion, a new notice of contract opportunity for the same or similar services;

(g) to do any of the foregoing without notice to Applicants or others, except such notice as the City, in its sole discretion, elects to post on eContractPhilly.

2. Proposal Selection and Contract Negotiation

The City reserves and may, in its sole discretion, exercise any one or more of the following rights and options with respect to proposal selection:

(a) to reject any proposal if the City, in its sole discretion, determines the proposal is incomplete, deviates from or is not responsive to the requirements of this notice of contract opportunity, does not comply with applicable law (including, without limitation, Chapter 17-1400 of The Philadelphia Code), is conditioned in any way, or contains ambiguities, alterations or items of work not called for by this notice of contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;

(b) to reject any proposal if, in the City's sole judgment, the Applicant has been delinquent or unfaithful in the performance of any contract with the City or with others; is delinquent, and has not made arrangements satisfactory to the City, with respect to the payment of City taxes or taxes collected by the City on behalf of the School District of Philadelphia, or other indebtedness owed to the City; is not in compliance with City regulatory codes applicable to Applicant; is financially or technically incapable; or is otherwise not a responsible Applicant;

(c) to waive any defect or deficiency in any proposal, including, without limitation, those identified in subsections 1) and 2) preceding, if, in the City's sole judgment, the defect or deficiency is not material to the proposal;

(d) to require, permit or reject, in the City's sole discretion, amendments (including, without limitation, information omitted), modifications, clarifying information, and/or corrections to their proposals by some or all of the Applicants at any time following proposal submission and before the execution of a final contract;

(e) to issue a notice of intent to contract and/or execute a contract for any or all of the items in any proposal, in whole or in part, as the City, in its sole discretion, determines to be in the City's best interest;

(f) to enter into negotiations with any one or more Applicants regarding price, scope of services, or any other term of their proposals, and such other contractual terms as the City may require, at any time prior to execution of a final contract, whether or not a notice of intent to contract has been issued to any Applicant and without reissuing this notice of contract opportunity;

(g) to enter into simultaneous, competitive negotiations with multiple Applicants or to negotiate with individual Applicants, either together or in sequence, and to permit or require, as a result of negotiations, the expansion or reduction of the scope of services or changes in any other terms of the submitted proposals, without informing other Applicants of the changes or affording them the opportunity to revise their proposals in light thereof, unless the City, in its sole discretion, determines that doing so is in the City's best interest;

(h) to discontinue negotiations with any Applicant at any time prior to the execution of a final contract, whether or not a notice of intent to contract has been issued to the Applicant, and to enter into negotiations with any other Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(i) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to an Applicant, and to issue or not issue a notice of intent to contract to the same or a different Applicant and enter into negotiations with that Applicant, if the City, in its sole discretion, determines it is in the best interest of the City to do so;

(j) to elect not to enter into any contract with any Applicant, whether or not a notice of Intent to Contract has been issued and with or without the reissuing this notice of contract opportunity, if the City determines that it is in the City's best interest to do so;

(k) to require any one or more Applicants to make one or more presentations to the City at the City's offices or other location as determined by the City, at the Applicant's sole cost and expense, addressing the Applicant's proposal and its ability to achieve the objectives of this notice of contract opportunity;

(l) to conduct on-site investigations of the facilities of any one or more Applicants (or the facilities where the Applicant performs its services);

(m) to inspect and otherwise investigate projects performed by the Applicant, whether or not referenced in the proposal, with or without consent of or notice to the Applicant;

(n) to conduct such investigations with respect to the financial, technical, and other qualifications of each Applicant as the City, in its sole discretion, deems necessary or appropriate; and,

(o) to do any of the foregoing without notice to Applicant or others, except, such notice as the City, in its sole discretion, elects to post on eContractPhilly.

3. Miscellaneous

(a) Interpretation; Order of Precedence. In the event of conflict, inconsistency or variance between the terms of this Reservation of Rights and any term, condition or provision contained in any notice of contract opportunity, the terms of this Reservation of Rights shall govern.

(b) Headings. The headings used in this Reservation of Rights do not in any way define, limit, describe or amplify the provisions of this Reservation of Rights or the scope or intent of the provisions, and are not part of this Reservation of Rights.

B. Confidentiality and Public Disclosure

The successful Applicant shall treat all information obtained from the City which is not generally available to the public as confidential and/or proprietary to the City. The successful Applicant shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The successful Applicant agrees to indemnify and hold harmless the City, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the successful Applicant or any person acquiring such information, directly or indirectly, from the successful Applicant.

By submission of a proposal, Applicants acknowledge and agree that the City, as a municipal corporation, is subject to state and local public disclosure laws and, as such, is legally obligated to disclose to the public documents, including proposals, to the extent required thereunder. Without limiting the foregoing sentence, the City's legal obligations shall not be limited or expanded in any way by an Applicant's assertion of confidentiality and/or proprietary data