

City of Philadelphia Rights and Other Information

General Disclaimer of City

This RFQ does not commit the City of Philadelphia to award a contract. This RFQ 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 proposer, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by any proposer to this RFQ, should become the property of City and may be subject to public disclosure by City, or any authorized agent of City.

City Employee Conflict Provision

No proposal shall be from, or contract awarded to, any City of Philadelphia employee or official who submits a proposal or solicits any contract in which he or she may have any direct or indirect interest.

Proposers Restricted

No respondent may be a party to or have an interest in more than one proposal submitted pursuant to this RFQ.

Proposal Binding

By signing and submitting its proposal, each Respondent agrees that the contents of its proposal are available for establishment of final contractual obligations for a minimum of 180 calendar days from the application deadline for this RFQ. A Respondent's refusal to enter into a contract which reflects the terms and conditions of this notice of contract opportunity, the City Contract or Respondent's proposal may, in the City's sole discretion, result in rejection of Respondent's proposal or termination of any negotiations with the Respondent.

Revisions to RFP

The City reserves the right to change, modify or revise the RFP at any time. Any revision to this RFP will be posted on <http://www.Phila.Gov/OHCD>.

Reservation of Rights and Confidentiality

A. City's Reservation of Rights in Connection with the Notice of Contract Opportunity Process

The City reserves and may exercise any one or more of the following rights and options with respect to its notice of contract opportunity process:

- 1) to reject any and all proposals and to reissue a notice of contract opportunity at any time prior to execution of a final contract;
- 2) to issue a new notice of contract opportunity with terms and conditions substantially different from those set forth in a previous notice of contract opportunity;
- 3) to issue a new notice of contract opportunity with terms and conditions that are the same or similar as those set forth in a previous notice of contract opportunity in order to obtain additional proposals;
- 4) to extend a notice of contract opportunity in order to allow for time to obtain additional proposals prior to the notice of contract opportunity application deadline; or,
- 5) to cancel a notice of contract opportunity with or without issuing another notice of contract opportunity.

B. Proposal Selection Process and City's Reservation of Rights in Connection with Selection of Proposal(s) for Review

The City reserves and may exercise any one or more of the following rights and options with respect to its selection process:

- 1) to reject any proposal if, in the City's sole discretion, the proposal is incomplete, the proposal is not responsive to the requirements of a notice of contract opportunity or it is otherwise in the best interest of the City to reject the proposal;
- 2) to supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to award of one or more respondents for negotiation;
- 3) to reject the proposal of any respondent that, in the City's sole judgment, has been delinquent or unfaithful in the performance of any contract with the City,

is financially, or technically incapable or is otherwise not a responsible respondent;

- 4) to reject as informal or non-responsive, any proposal which, in the City's sole judgment, is incomplete, is not in conformity with applicable law, is conditioned in any way, deviates from the notice of contract opportunity or contains erasures, ambiguities, alterations or items of work not called for by the notice of contract opportunity;
- 5) to waive any informality, defect, non-responsiveness and/or deviation from the notice of contract opportunity that is not, in the City's sole judgment, material to the proposal;
- 6) to permit or reject, at the City's sole discretion, amendments (including information inadvertently omitted), modifications, clarifying information, alterations and/or corrections to proposals by some or all of the respondents following proposal submission and before contract award and/or contract execution.

C. Proposal Evaluation Process and City's Reservation of Rights in Connection with Proposal Evaluation and Contract Negotiation

Proposals, which the City determines in its sole discretion, are responsive to a notice of contract opportunity, will be reviewed and evaluated by the City. The City reserves the right to request respondents to make one or more presentations to the City at the City's offices at respondent's sole cost and expense, addressing respondents' ability to achieve the objectives of the notice of contract opportunity. The City further reserves the right to conduct on-site investigations of the respondents' facilities or of those facilities where the respondent performs its services. Proposals will be evaluated, in part, according to whether the respondent meets the minimum qualifications and submits a proposal complying with all of the requirements of the notice of contract opportunity.

The City reserves the right to enter into negotiations with any or all respondents 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. The City may, at its sole election, enter into simultaneous, competitive negotiations with multiple respondents or negotiate with individual respondents either together or in a sequence. Negotiations with respondent(s) may result in the expansion or reduction of the scope of services, or changes in other terms and the submitted proposals. In such event, the City shall not be obligated to inform other respondents of the changes, or to permit them 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. The City may accept or reject any or all of the items in any proposal and award the contract in whole or in part if it is deemed in the City's best interest to do so.

In the event negotiations with any respondent(s) are not satisfactory to the City, the City reserves the right to discontinue such negotiations at any time; to enter into or continue negotiations with other respondents; to reissue the notice of contract opportunity in order to solicit new respondents. The City reserves the right not to enter into any contract with any respondent, with or without the re-issuance of a notice of contract opportunity, if the City determines that such is in the City's best interest.

D. Confidentiality and Public Disclosure

The successful respondent 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 respondent shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person.

The successful respondent 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 respondent or any person acquiring such information, directly or indirectly, from the successful respondent.

By submission of a proposal, respondents 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 a respondent's assertion of confidentiality and/or proprietary data.