

RESERVATION OF RIGHTS

By submitting its response to a notice of contract opportunity posted on the eContract Philly website (“eContractPhilly”), the applicant accepts and agrees to this Reservation of Rights. The term “notice of contract opportunity,” as used herein, shall mean and include all information posted on eContract Philly in relation to “New Contract Opportunities” published on eContract Philly, including, without limitation, the information posted for the opportunity on the “Detailed Information for Opportunity” page, in the eContractPhilly “Opportunity List,” and in any RFP (i.e. request for proposals) and/or other document linked to the Detailed Information for Opportunity Page or otherwise displayed on or linked to the notice of contract opportunity.

I. Notices of Contract Opportunity

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

- 1) to reject any and all proposals and to reissue the 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 or for any other reason the City determines to be in the City’s best interest;
- 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 for any other reason the City determines to be in the City’s best interest;
- 5) to supplement, amend, substitute or otherwise modify a notice of contract opportunity at any time prior to issuing a notice of intent to contract to one or more applicants;
- 6) to cancel a 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;
- 7) 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.

II. 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:

- 1) 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 the 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 the notice of

- contract opportunity, or if the City determines it is otherwise in the best interest of the City to reject the proposal;
- 2) 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 other indebtedness owed to the City (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia); is not in compliance with City regulatory codes applicable to applicant; is financially or technically incapable; or is otherwise not a responsible applicant;
 - 3) 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;
 - 4) 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;
 - 5) 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;
 - 6) 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 the notice of contract opportunity;
 - 7) 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;
 - 8) 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;
 - 9) to rescind, at any time prior to the execution of a final contract, any notice of intent to contract issued to a 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;
 - 10) 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 the notice of contract opportunity, if the City determines that it is in the City's best interest to do so;
 - 11) 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 the notice of contract opportunity;
- 12) to conduct on-site investigations of the facilities of any one or more applicants (or the facilities where the applicant performs its services);
 - 13) 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;
 - 14) 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,
 - 15) 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.

III. Miscellaneous

- 1) 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.
- 2) 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.