

REQUEST FOR PROPOSALS

Legal Services

May 3, 2019

NOTICE: The Philadelphia Land Bank is subject to the Pennsylvania Right to Know Law. Any information provided in your response to this Request for Proposals may be subject to disclosure to the public. Documents provided in response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.

1. INTRODUCTION

The Philadelphia Land Bank ("Land Bank") invites competitive proposals from qualified, licensed, and experienced attorneys and law firms (each, "Applicant" and collectively, "Applicants") to provide legal services including, without limitation, research, advice, and representation (collectively, "Services") to the Land Bank. All Services contracted pursuant to this Request for Proposals ("RFP") will be directed by the Land Bank.

The Land Bank was created by Chapter 16-700 of the Philadelphia Code in accordance with the Pennsylvania Land Bank Act, 68 Pa. C.S.A. §§ 2101, et seq.

The Land Bank's mission is to return vacant and underutilized property to productive use through a unified, predictable, and transparent process, thereby to assist in revitalizing neighborhoods, creating socially and economically diverse communities, and strengthening the City of Philadelphia's ("City") tax base. The Land Bank offers opportunities to redevelop vacant properties, improve the quality of life in the City's neighborhoods, help preserve community assets, create new amenities, and support affordable housing, urban gardening, and economic development.

2. SCOPE OF SERVICES

The Services include, without limitation, the following:

- Conducting legal research and providing legal advice on various issues including, without limitation, operations, disputes, litigation, transactional, real estate, contracts, and any other matters as may be necessary.
- Representing the Land Bank 's interests in general disputes and litigation matters, including, without limitation, the litigation of claims for possession of real estate, ejectments, petitions to redeem following sheriff's sale, foreclosures, contract actions, enforcement actions, writ actions including evictions and executions, and any other matters as may be necessary.

Other legal issues beyond those above, but within the selected Applicant's expertise, may also be directed through any contract awarded pursuant to this RFP.

3. QUALIFICATIONS

Applicants submitting proposals must:

- 1. Be licensed and admitted to the bar in Pennsylvania;
- 2. Have demonstrated expertise and experience providing the Services called for in this RFP;
- 3. Be willing to enter into a Professional Services Contract, comply with the Land Bank's insurance requirements (**Exhibit A**), and comply with the terms of this RFP; and
- 4. Be willing to provide the Services at a \$225.00 per hour, blended rate.

Applications from individual attorneys as well as law firms will be considered.

4. SCHEDULE

The timeline for this RFP is indicated in the table below. The dates indicated below are estimates only and the Land Bank reserves the right, in its sole and absolute discretion, to alter this schedule as it deems necessary or appropriate.

Activity	Target Date
Post RFP	May 3, 2019
Questions Due	May 15, 2019 at 4:00 pm
Responses to Questions Posted on Website	May 20, 2019
Proposals Due	June 3, 2019 at 4:00 pm
Applicant Interviews, if needed	June 4 to 10, 2019
Selection	Not later than June 12, 2019

5. QUESTIONS

The Land Bank will accept written questions from prospective Applicants regarding this RFP. Questions must be submitted in writing by email to: Steve Cusano, Senior Counsel, at the following email address: steve.cusano@phila.gov. *Questions are not to be directed to any other person*.

Questions will not be accepted by telephone. Questions will only be accepted until **May 15, 2019** at **4:00 PM**. Questions and the Land Bank's response will be posted on the Land Bank's website by May 20, 2019.

6. PROPOSAL REQUIREMENTS

Please respond on behalf of yourself or your firm only. The Land Bank will not consider joint proposals.

All proposals must be double-spaced with font size no smaller than twelve (12) and not exceed fifteen (15) pages, <u>excluding</u> attachments.

Proposals must include the following sections, in order:

- A. Cover sheet indicating (i) Applicant's name and firm name, if applicable; (ii) address; (iii) contact person; (iv) phone number; (v) website, and (vi) email address.
- B. Narrative discussing the terms of the proposal including, without limitation,
 - Names, contact information, and biography (including education and experience) for all attorneys that will be involved in providing any of the Services.
 - > Prior experience providing any of the Services.
 - > Prior experience providing legal services to governmental or quasi-governmental entities.

- ➤ Prior experience with the Sunshine Act, 65 Pa.C.S. § 701 et seq., Right-to-Know Law, 65 P.S. § 67.101 et seq., or the Municipal Claim and Tax Lien Law 53 P.S. § 7101 et seq.
- ➤ Per-unit costs (if any) for expenses including, without limitation, computerized legal research tools (such as Westlaw or Lexis), copying, travel expenses, and travel time. *The Land Bank encourages proposals that seek to minimize the above referenced costs*.
- Any conflicts of interest or other matters that could interfere with providing any of the Services.

7. EVALUATION CRITERIA AND SELECTION

The Land Bank intends to select several qualified Applicants to provide the Services on an as needed basis.

The Land Bank intends to award a contract to Applicants who demonstrate the level of experience, skill, and competence required to perform the Services called for in this RFP in the most efficient, cost-effective, and professional manner. The successful Applicants will be willing to work pursuant to the Land Bank's contract terms and conditions which include, without limitation, non-discrimination requirements; indemnification of the Land Bank, the City, and the Philadelphia Housing Development Corporation; insurance coverage in accordance with the requirements indicated in **Exhibit A**; and cost principles. The successful Applicants will execute a contract with the Land Bank. The Land Bank reserves the right not to award a contract as a result of this RFP, or to award a contract for part of this scope

Selection shall be made to those Applicants whose proposals are deemed to be the most advantageous to the Land Bank, in its sole discretion, along with any relevant performance data and other information available to the Land Bank. Proposals will not be opened publicly.

The Land Bank will be guided by the following criteria in making its selection, and will use its professional judgment in determining which proposals are the most advantageous to the Land Bank, in its sole discretion:

- Ability to meet the requirements of this RFP and the needs of the Land Bank.
- Experience providing the Services.
- Experience providing legal services to governmental or quasi-governmental entities.
- Fees, costs, and expenses.
- Conflicts of interest.
- Any past-due/outstanding obligations to the City including municipal taxes and water/sewer charges.
- Eligibility under Philadelphia Code provisions relating to campaign contributions.
- Any other factors the Land Bank considers relevant to the evaluation of the responses from Applicants.

8. PROPOSAL SUBMISSION AND DEADLINE

Proposals must be received no later than **4:00 PM on June 3, 2019**. All proposals submitted after this deadline will be rejected. All proposals must be either emailed, mailed, or hand delivered

For mail and hand delivery, please send to Philadelphia Land Bank, 1234 Market Street, 16th Floor, Philadelphia, PA 19107, Attn: Steve Cusano.

For email, please send to Steve Cusano at steve.cusano@phila.gov.

The only acceptable evidence of timely delivery will be (i) a U.S. mail return receipt or a receipt from a nationally recognized delivery service (e.g., FedEx) showing the date of delivery, (ii) a time-stamped receipt from the Land Bank receptionist if hand delivering a proposal; or (iii) a reply email directly from Steve Cusano, Esq. indicating the date and time of delivery of your proposal, if emailing a proposal. Please note that a delivery receipt or a read receipt will not suffice for these purposes.

Proposals will not be accepted by facsimile.

All proposals submitted become the property of the Land Bank.

9. DECLARATIONS AND OTHER INFORMATION

<u>MBE/WBE/DBE Firms</u>: The Land Bank strongly encourages and promotes the employment of qualified MBE/WBE/DBE firms in all aspects of its procurement of goods and services. If an Applicant is a Certified M/W/DBE, defined as Minority Business Enterprises ("MBE"), Woman Business Enterprises ("WBE"), or Disabled Business Enterprises ("DSBE"); <u>please submit</u> information to confirm certification as part of your proposal.

Only firms that are certified by an approved certifying agency and identified in the Office of Economic Opportunity ("OEO") Certification Registry by the time of contract award will be counted as a Certified M/W/DBE. An OEO Certification Registry is maintained by the OEO and is available online at www.phila.gov/OEO/directory. Firms owned and controlled by minority persons, women or disabled persons, which are certified as MBE, WBE, DSBE or DBE by an approved certifying agency may apply to the OEO for listing in its OEO Certification Registry.

A firm that is certified in two or more categories (e.g. MBE and WBE and DSBE or WBE and DSBE) will only be counted toward one participation range as either an MBE or WBE or DSBE. The firm will not be counted toward more than one category.

Tax Clearance and Conflict of Interest Form and the Certificate of Non-Indebtedness: Applicants must provide evidence satisfactory to the Land Bank that all municipal taxes, including, without limitation, business taxes, real estate taxes, water and sewer charges, if applicable, are current for the Applicant and that the Applicant is not currently indebted to the City, and that the Applicant will not, at any time during the term of the LOC be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees, or other debts for which no written agreement or payment

plan satisfactory to the City has been established. Applicants must complete the Philadelphia Tax Status Certification and Conflict of Interest form (**Exhibit B**) and the Certificate of Non-Indebtedness (**Exhibit C**) and submit both with its proposal.

<u>Campaign Contribution Disclosure Forms</u>: Applicants must complete the applicable disclosure forms (**Exhibit D**) and submit with its proposal.

Other Required Items

• Statement of Debarment (Exhibit E)

10. RESERVATION OF RIGHTS

Any Applicant that provides false or misleading information will be immediately disqualified from consideration.

This RFP and the process it describes are proprietary to the Land Bank and are for the sole and exclusive benefit of the Land Bank. 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, shall become the property of the Land Bank and may be subject to public disclosure by the Land Bank, or any authorized agent of the Land Bank.

This RFP does not commit the Land Bank to award a contract. The Land Bank is under no obligation whatsoever to any Applicant as a result of this RFP. This RFP does not represent any commitment on the part of the Land Bank to any Applicant. In no event shall the Land Bank be responsible for any cost, expense, or fee incurred by, or on behalf of, any Applicant in connection with this RFP or for any costs, expenses, or fees incurred in meeting with, or making oral presentations to the Land Bank if so requested. Each Applicant shall be solely responsible for all such costs, expenses and fees.

An Applicant may submit only one proposal in response to this RFP. Individuals that are related to each other or business entities that are related to each other or to a common entity may not submit separate proposals. The Land Bank, in its sole and absolute discretion, retains the right to reject any proposal where (i) Applicants or principals of Applicants are substantially similar or substantially related parties; or (ii) the Land Bank has determined that the Applicant has violated these restrictions or the spirit of these restrictions.

By submission of a proposal in response to this RFP, the Applicant agrees that it will comply with all contract monitoring and evaluation activities undertaken by the Land Bank or the City, and with all security policies and requirements of the Land Bank and the City.

By submitting a proposal in response to this RFP, each Applicant affirmatively acknowledges its acceptance of the terms and conditions of this RFP and that the Land Bank reserves and may exercise, in its sole and absolute discretion, the following rights at any time and without notice to any Applicant:

- (a) to reject any and all proposals;
- (b) to cancel this RFP with or without issuing another RFP;
- (c) to postpone or extend any time period in connection with this RFP;

- (d) to expressly waive any informality, defect, non-responsiveness, exception, deviation, inadequacy, or technicality in any or all proposals;
- (e) to solicit new proposals;
- (f) to negotiate with one or more applicants concerning any aspect of a proposal including, without limitation, price;
- (g) to terminate negotiations with any or all Applicants;
- (h) to require additional information or clarification, confirmation, or modification of any information from any or all Applicants;
- (i) to supplement, amend, substitute, modify, or re-issue this RFP including, without limitation, with materially different terms and conditions;
- (j) to conduct interviews with one or more Applicants;
- (k) to reject any Applicant that has been delinquent or unfaithful in the performance of any contract with the City, the Land Bank, or any other governmental or quasi-governmental entity;
- (l) to permit or reject amendments, modifications, alterations, or corrections by any or all Applicants including, without limitation, information inadvertently omitted;
- (m) to request that any or all Applicants modify proposals based upon the Land Bank's review and evaluation;
- (n) to award a contract for part of the LOC and to award a contract to multiple Applicants; and
- (o) to rescind a selection prior to execution of a contract for any reason or no reason.

By submitting a proposal in response to this RFP, each Applicant agrees as follows:

- (i) in the event a contract is awarded, that it shall be an independent contractor and not an employee or agent of the Land Bank;
- (ii) in the event a contract is awarded, that no portion of performance of the contract shall be subcontracted without the prior written approval of the Land Bank; and
- (iii) to indemnify, defend and hold harmless the Land Bank and the City of Philadelphia from any and all losses, injuries, expenses, demands and claims against the Land Bank or the City of Philadelphia sustained or alleged to have been sustained in connection with or resulting from (a) the submission of the Applicant's proposal; (b) the delivery by the Applicant to the Land Bank of any documents or information; and (c) any conduct undertaken by the Applicant in furtherance of or in relation to the applicant's proposal. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance.

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LAND BANK REQUEST FOR PROPOSALS LEGAL SERVICES CHECKLIST

Please include the following attachments as part of your proposal. Submissions with missing or incomplete documents may be rejected. Use this form as a checklist to aid in the assembly of your proposal. This form does <u>not</u> need to be returned

These are to be completed/provided by all applicants:

1.	Cover Sheet	()	
2.	Proposal Narrative (no more than 15 pages)	()	
3.	Philadelphia Tax Status Certification and Conflict of Interest	()	
4.	Certificate of Non-Indebtedness	()	
5.	City of Philadelphia Campaign Disclosure Forms	()	
6.	Statement of Debarment	()	

EXHIBIT A

PHILADELPHIA LAND BANK INSURANCE REQUIREMENTS

I. General Provisions

- 1. In addition to any other terms defined in this Exhibit A (referred to in herein as, "Exhibit"), as used in this Exhibit, the following terms have the meanings ascribed to them.
 - "Agreement" means the agreement to which this Exhibit is attached.
 - "Contracting Party" means the party identified in the Agreement as providing services to the Philadelphia Land Bank.
 - "Contracting Party's Agents" means the Contracting Party's agents, contractors, subcontractors, heirs, legatees, executors, administrators, personal representatives, successors, and assigns.
 - "Land Bank" means the Philadelphia Land Bank.
- 2. All insurance policies must be provided by insurance companies (i) authorized to do business in the Commonwealth of Pennsylvania, (ii) having a then current A.M. Best Rating of at least "A" and a financial size category of at least Class VIII; and (iii) which have been in business for at least the past five (5) years and which are otherwise reasonably satisfactory to the Land Bank.
- 3. All insurance, except professional liability, as may be required, must be written on an occurrence basis and not a claims-made basis.
- 4. All insurance specified in this Exhibit (i) shall not be invalidated due to the acts or omissions of the Land Bank, the City of Philadelphia ("City"), the Philadelphia Housing Development Corporation ("PHDC"), or any of their respective officers, directors, agents, attorneys, staff, or employees, even for claims involving, directly or indirectly, their negligence; (ii) shall include coverage that is applicable separately to each insured against whom a claim is made or suit is brought; and (iii) shall contain a "cross liability" endorsement and shall not contain any "cross liability" exclusion that precludes coverage for suits or claims between the Contracting Party and the Land Bank or between the Land Bank and any other insured or additional insured under any insurance policies.
- 5. Intentionally deleted.
- 6. All insurance policies must provide for at least thirty (30) days prior written notice to be given to the Land Bank in the event that coverage is changed, cancelled, or not renewed. In the event of a change, cancellation, or non-renewal of any insurance coverage, the Contracting Party must replace the coverage(s) to comply with these requirements to prevent a lapse of coverage for any time period.

- 7. If any such insurance is due to expire during the term of the Agreement, the Contracting Party shall not permit the Contracting Party's coverage or any of Contracting Party's Agents' coverage, as required by this Exhibit, to lapse and shall promptly furnish evidence of coverage to the Land Bank. The failure of the Contracting Party or any of the Contracting Party's Agents to obtain and maintain all required insurance in accordance with this Exhibit shall constitute a breach of the Agreement.
- 8. The insurance requirements set forth in this Exhibit are subject to the periodic review by the Land Bank. Any failure, actual, or alleged, on the part of the Land Bank to monitor or enforce compliance with any of the insurance requirements set forth in this Exhibit or otherwise will not be deemed as a waiver of any rights or remedies on the part of the Land Bank.
- 9. At any time, and from time to time, the Land Bank may require additional types of insurance or higher limits if, in its sole discretion, the potential risk warrants it.
- 10. The amount or type of insurance required shall not be construed to be a limitation, reduction, or modification of the liability on the part of the Contracting Party or any of the Contracting Party's Agents. The amount or type of insurance required shall in no way be interpreted as relieving the Contracting Party or any of the Contracting Party's Agents of any responsibility or liability under the Agreement.
- 11. Certificates of insurance, delivered to the Land Bank, evidencing the required coverage must be submitted to the Philadelphia Land Bank, 1234 Market Street, 16th Floor, Philadelphia, PA 19107, Attn: Senior Counsel, upon execution of this Agreement and at least ten (10) days prior to the expiration date of each policy. The Contracting Party shall furnish certified copies of the original policies of all insurance required under the Agreement (whether the Contracting Party's or any of the Contracting Party's Agents') at any time within five (5) days after written request by the Land Bank.
- 12. The Contracting Party shall also obtain all endorsements reasonably requested by the Land Bank necessary or desirable to provide the protections contemplated in this Exhibit.
- 13. Attached to this Exhibit is a sample Certificate of Insurance for illustrative purposes only.

II. <u>Deductibles/Self Insured Retentions</u>

1. The Contracting Party must disclose, and cause all of the Contracting Party's Agents to disclose, all policy deductibles and self-insured retentions to the Land Bank prior to commencement of the Agreement. All policy deductibles and self-insured retentions cannot exceed Ten Thousand Dollars (\$10,000) in the aggregate without the prior written approval of the Land Bank. The Contracting Party and the Contracting Party's Agents shall be solely responsible for their respective policy deductibles and self-insured retentions.

III. Commercial General Liability Insurance ("CGLI")

- 1. The following minimum CGLI limits must be provided per project/location:
 - \$1,000,000 Each Occurrence (combined single limit for bodily injury, death, and property damage)
 - \$1,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate (other than Products/Completed Operations)
 - \$2,000,000 Products/Completed Operations Aggregate
- 2. The CGLI policy must protect against any and all public liability; property damage; premises operations; blanket contractual liability (written and oral and must include liability for employee injury assumed under a contract as provided in the standard ISO policy form); bodily/personal injury; death; products/completed operations; independent contractors; employees and volunteers as additional insureds; separation of insureds; broad form property damage (including completed operations); explosion, collapse, and underground hazards; and personal injury and advertising injury.
- 3. The CGLI policy must include contractual liability coverage to cover the Contracting Party's indemnity obligations in the Agreement in a form sufficient, as determined by the Land Bank in its sole discretion. Notwithstanding the minimum limits specified in this Exhibit, no less than the stated value of the CGLI policy shall be available to the Land Bank to cover the Contracting Party's indemnity obligations under the Agreement.

IV. Automobile Liability Insurance ("ALI")

- 1. All ALI must insure against bodily injury, death, and property damage arising out of the operation, maintenance, use, loading, and unloading of any and all owned, non-owned, and hired automobiles (or any auto) with the following minimum coverages:
 - \$1,000,000 per accident (combined single limit for bodily injury, death, and property damage)
- 2. All ALI must provide for contractual liability coverage including, without limitation, liability for employee injury assumed under a contract as provided in the standard ISO policy form.
- 3. Coverage for <u>all owned</u> automobiles will be waived if the Contracting Party or any of the Contracting Party's Agents does not own any automobiles so long as the Contracting Party or the applicable Contracting Party's Agents provides the Land Bank with a letter stating that the Contracting Party or the applicable Contracting Party's Agents do not own any automobiles. The letter must be on company letterhead and executed by an individual authorized to sign on behalf of the Contracting Party or the applicable Contracting Party's Agents. When the Contracting Party or any of the Contracting Party's Agents do not own any automobiles, coverage for <u>non-owned and hired</u> automobiles must be endorsed to the commercial general liability policy or provided under a separate <u>non-owned and hired</u> automobile liability policy.

V. Umbrella/Excess Insurance ("U/EI")

1. To the extent the Contracting Party or any of the Contracting Party's Agents carries U/EI above the minimum required limits stated in this Exhibit, the Additional Insureds shall be named as additional insureds under the U/EI. The protection afforded the Additional Insureds under the U/EI shall be as broad or broader than the coverage provided in the underlying insurance in accordance with the requirements of this Exhibit. Each U/EI policy shall specifically state that the insurance provided by the Contracting Party or the Contracting Party's Agents shall be considered primary.

VI. Applicable to CGLI, ALI, and U/EI

- 1. The CGLI, ALI, and U/EI policies must provide for the following:
 - a. Must be primary, notwithstanding any insurance maintained by the Land Bank. Any of the Land Bank's insurance shall be considered excess for the purpose of responding to claims. The following wording must be included in the Description of Operations on the Certificate of Insurance: "The commercial general liability insurance, the automobile liability insurance, and the umbrella/excess insurance policy is primary and non-contributory, notwithstanding any insurance maintained by the Land Bank, City, or PHDC".
 - b. Must not contain exclusions or limitations applicable to additional insureds that are not applicable to the named insured or that limits coverage in way with respect to additional insureds.
 - c. Must include a waiver of subrogation in favor of the Land Bank, the City, and PHDC by referencing and attaching the required endorsement, acceptable to the Land Bank in its sole discretion.
 - d. Must not exclude coverage for punitive or exemplary damages, where or to the extent that coverage for such damages is permitted by law.
 - e. Must not exclude coverage for any of the Additional Insureds (defined below) for any injuries to any employee of the Contracting Party or any employee of Contracting Party's Agents.
 - f. Additional insured status under the CGLI, ALI, or the U/EI policy must not be limited by amendatory language to the policy. All CGLI coverage must provide that defense costs shall be payable in addition to, and shall not reduce, policy limits. The CGLI shall not exclude coverage for the Land Bank with respect to any injuries to the Contracting Party or any of the Contracting Party's Agents.

VII. Additional Insured

1. The Land Bank, the City, PHDC, and their respective officers, directors, agents, attorneys, staff, and employees (each, an "Additional Insured", collectively, the "Additional Insureds"), as their interests may appear, shall be additional insured on a primary and non-contributory basis on the CGLI, ALI, and U/EI policies. Acceptable forms include CG 20 01, CG 20 10, and CG 20 37 as published by the Insurance

Services Office or on equivalent forms that are satisfactory to the Land Bank, in its sole discretion.

VIII. Workers' Compensation and Employers' Liability Insurance ("WCI/ELI")

- 1. All WCI/ELI must provide for the statutory benefits imposed by applicable state or federal law such that: (1) the Land Bank, the City, and PHDC will have no liability to the Contracting Party or any of the Contracting Party's Agents, or their respective employees; and (2) the Contracting Party and the Contracting Party's Agents will satisfy all workers' compensation obligations imposed by state law.
- 2. Employers' liability insurance shall provide for limits of \$1,000,000 for bodily injury each accident / \$1,000,000 bodily injury by disease policy limit / \$1,000,000 bodily injury by disease each employee.
- 3. Workers' compensation insurance and employers' liability insurance must include a documented waiver of subrogation in favor of the Land Bank, the City, and PHDC.
- 4. The Contracting Party and the Contracting Party's Agents may satisfy their workers' compensation obligations by providing documentation of current authorization from the appropriate state authorities indicating that such party is adequately self-insured for workers' compensation claims.
- 5. WCI/ELI may be waived if the Contracting Party or the Contracting Party's Agents, as applicable, has no employees so long as the Contracting Party or any of the Contracting Party's Agents, as applicable, provides the Land Bank with a letter stating that there are no employees. The letter must be on company letterhead and executed by an individual authorized to sign on behalf of the company.

IX. Professional Liability

1. Professional Liability Insurance with a minimum policy limit of \$5,000,000 per claim and aggregate with a deductible not to exceed \$50,000. The coverage provided will cover all actual or alleged acts, errors, and omissions arising out of the professional services rendered by the Contracting Party and the Contracting Party's Agents as well as liability assumed under the Agreement. The retroactive date must be on or prior to the contract date. The Contracting Party will also obtain tail coverage or an extended reporting period or maintain coverage for occurrences happening during the performance of the Agreement for at least two (2) years after completion of the Agreement.

EXHIBIT B

PHILADELPHIA TAX STATUS CERTIFICATION REQUEST

CITY OF PHILADELPHIA DEPARTMENT OF REVENUE

Provide EOI Tracking Number:

REC	UESTER:	PHA	PHDC	PIDC	PPA	PRA	PLB	OTHER		
Taxp	ayer Name:						Date:			
Taxp	ayer Trading As	:								
Hom	e Address:									
Busi	ness Address: _						Business	Phone #:		-
1.	Are you a Reg	istered Tax	cpayer?						☐ YES	□ NO
	If so	, provide y	our Philade	lphia Busi	ness Tax A	Account N	umber hei	re:		
	If so	, provide y	our Social S	ecurity Nu	ımber her	re:				
2.	Are you prese	ntly delinq	uent in any	City of Phi	ladelphia	or Philade	elphia Sch	ool District taxes?	☐ YES	NO
	If so	, what tax	and amoun	t owed? _						
3.	Are you prese	ntlv delina	uent in Wat	er and Sev	wer charg	es?			YES	NO
			owed: \$		•					
4.	Have you ever	been sue	d by the City	of Philad	elphia or t	the Philad	elphia Sch	ool District?	☐ YES	□ NO
	Have you decl	ared bankı	ruptcy?						☐ YES	□ _{NO}
	If so	, list date	and nature	of lawsuit	or filing da	ate of ban	kruptcy pe	etition:		
 5.	Ara yay inyah	and in any	ath ar busin	ass activity	ın.				☐ YES	□ NO
5.	Are you involv	-		-		or(s) hore	· ·			
	11 50	, list comp	any name(s) and acco	unt numb	er(s) riere	:		_	
6.	Do you own re								YES	□ NO
	If so, list add	dress(es) h	ere, or on th	ne back of	this form:	:				
	•		•					et of my knowledge, ec. 4904 relating to		
	orities.	. ₀ uuc 30		, periarities	p. 230110C	y ±01	c.o., o	ca. 130 Freduting to		
Nam	e: (Please Print))						Title: _		
Sign	ature:							_ Date:		
									8/18	

REAL ESTATE OWNED BY TAXPAYER

COI	ПП	ICT	\triangle	INIT	LLD	CCT
CON	NFL	.IU I	UF.	IIV I	IEK	E21

CONFLICT OF INTEREST
All applicants are required to comply with federal, state and local regulations prohibiting conflicts of interest. The regulations concern the following groups of people:
A. Employees, consultants, officers, or elected or appointed officials of the City of Philadelphia or the Philadelphia Land Bank.
B. Employees, consultants, or officers of any organization or business receiving federal, state or local funds or participating in a government housing program (including, but not limited to, Philadelphia Housing Development Corporation, Philadelphia Industrial Development Corporation and city-funded non-profits housing entities).
 Are you now, or have you been during the preceding year, in one of the categories (A or B) described above?
☐ YES ☐ NO
 2. Is any member of your family or your spouse's family now, or have they been during the preceding year, in one of the categories (A or B) described above? (Family members include spouses, parents, brothers, sisters, or children). \[\begin{array}{c} \text{YES} \end{array} \] NO If yes, please state the nature of your relationship and briefly describe your family member's duties or title with respect to the organization or business.
3. Is any person with whom you have a business relationship, or with whom you have had a business relationship during the preceding year, in one of the categories (A or B) described above? (A person with whom you have a business relationship includes your employees, partners, shareholders, officers or directors). YES NO If yes, please state the nature of your relationship and briefly describe that person's duties or title with respect to the organization or business.

			CONF	LICT OF INTER	EST		
4.	contract for	materials or s	ervices related	egories (A or B) desolated to the project or project or project or project or project or project in the configuration of the configurat	roperty for which yo	ou are applying	
			ADDITI	ONAL DISCLOS	URES		
1.	Do you own ordinances?	(5) (2) (5 (5)	that is subject	to any significant ui	nresolved violation	of City codes	and NO
2.	As a propert years?	ty owner, have	e you been invo	olved in Philadelphia	a tax foreclosure pro	oceeding in the	ne last five
3.	Have you or years?	any member	of your develo	pment team been c	onvicted of any felo	ny within the	e past five
4.	•		r of record on triminal activity	the Philadelphia Dis	trict Attorney's list o		<u> </u>
						YES	NO
5.	partner (LLC	c) in any other	development	a developer, stockh projects with the Ph the Philadelphia Ho	iladelphia Redevelo	pment	
	If yes, provid	de the followir	ng information	:		YES	NO
	Proje	ct Name	Date	City Agency	Agency Role		
	1.						
	2.						
	3. 4.						
	5.						

Please include any additional projects on a separate sheet.

CERTIFICATION

I do hereby declare that I have filed the foregoing Statement of Interest and do hereby certify that the statements made in the foregoing Statement are true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of the Act of December 6, 1972, PLI 1482, No. 334, as amended, 18 PA. C. A 4904, relating to unsworn falsification to authorities.

Signature _			
Print/Type I	Name		
Date _			

NOTICE: THE PHILADELPHIA LAND BANK IS SUBJECT TO THE PENNSYLVANIA RIGHT TO KNOW LAW. ANY AND ALL INFORMATION SUBMITTED TO THE PHILADELPHIA LAND BANK MAY BE SUBJECT TO DISCLOSURE TO THE PUBLIC AND MAY ALSO BE REQUIRED TO BE DISCLOSED BY APPLICABLE LAW, SUBPOENA, OR COURT ORDER.

INTERNAL USE ONLY

Check for outstanding	License &	Inspection vi	olations:
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No outstanding violations.

Outstanding violations:

EXHIBIT C

CERTIFICATE OF NON-INDEBTEDNESS

The undersigned, hereinafter referred to as "Applicant", hereby certifies and represents that Applicant and Applicant's affiliates and subsidiaries are not currently indebted to the City of Philadelphia ("City") for or on account of any delinquent taxes (including, but not limited to, taxes collected by City on behalf of the School District of Philadelphia), liens, judgments, fees or other debts for which no written agreement of payment plan satisfactory to the City has been established.

Name of Applicant	
By: Authorized Signatory	
Print Name	
Title:	
Date:	
Witness:	
Print Name	

EXHIBIT D

Disclosure Forms

Directions:

- 1. Please read the following information regarding the completion of these disclosure forms. Please review the definitions prior to completing any form.
- 2. Date and initial the top of each form after you have completed it and sign the form on the last page.
- 3. NOTE: There are two different types of campaign contribution disclosure forms: one for those who are applying as individuals and one for those applying as businesses. Only fill out one type of form. (If you have used a consultant with respect to applying for this financial assistance you will have to fill out a campaign contribution disclosure form for them as well.)

Getting Started

There are five sets of disclosure forms enclosed in this packet. You must provide information for each disclosure form. The information you must disclose includes:

- 1. Any contributions (defined as a provision of money, in-kind assistance, discounts, forbearance or any other valuable thing) made during the two years prior to the application submission date or prior to your receipt of financial assistance in the absence of an application;
- 2. The name of any consultant(s) you used to help in obtaining this financial assistance and any campaign contributions they have made;
- 3. Any subcontractors you are planning to use if awarded this financial assistance;
- 4. Whether a City or Land Bank employee or official asked you to give money, services, or any other thing of value to any individual or entity; and
- 5. Whether a City or Land Bank employee or official gave you any advice on how to satisfy any minority, women, disabled or disadvantaged business participation goals.

More information on Disclosing Campaign Contributions

Applicants for financial assistance must disclose any contributions they made to:

- A candidate for nomination or election in any public office in the Commonwealth of Pennsylvania
- An incumbent in any public office in the Commonwealth of Pennsylvania
- A political committee or state party in the Commonwealth of Pennsylvania
- A group, committee, or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth of Pennsylvania

The types of contributions that must be disclosed include:

- Any advance or deposit of money, gift, or any other valuable thing given to a candidate or political committee for the purpose of influencing any election in the Commonwealth of Pennsylvania
- The purchase of tickets for events such as dinners, luncheons, rallies and all other fund-raising events
- Granting of rebates or discounts not available to the general public or rebates by television and radio stations and newspapers not extended on an equal basis to all candidates
- Any payments made on behalf of the candidate not made by either the candidate or their committee

Attribution Rules. In addition to disclosing contributions made directly by the applicant, the applicant will be asked to supply information on other types of contributions. The campaign contribution disclosure forms will include questions that specifically ask for information on these other types of contributions. These contributions will be attributed to the individual or business and will be used to determine the applicant's eligibility to receive financial assistance.

Businesses (i.e. corporation, limited liability company, partnership association, joint venture, or any other legal entity) have to disclose contributions made by the following:

- Applicant business
- Parent, subsidiary, or otherwise affiliated entity of the applicant business ("affiliate")
- An individual or business that is then reimbursed by the applicant business or affiliate

- Officers, directors, controlling shareholders, or partners of the <u>for-profit</u> applicant business or <u>for-profit</u> affiliate
- Political action committee controlled by applicant business or affiliate
- Political action committee controlled by officer, director, controlling shareholder, or partner of the for-profit applicant business or for-profit affiliate

Individuals have to disclose contributions made by the following:

- Applicant individual
- Member of individual's immediate family (i.e., spouse, life partner, or dependent child living at home), when contributions are in excess of \$3,000.

In addition to direct contributions to candidates, incumbents, or political committees in the Commonwealth of Pennsylvania, applicants are also required to disclose:

- 1. Contributions not directly given to a candidate, incumbent, or political committee but made with the intent that the contribution will benefit the candidate, incumbent, or political committee;
- 2. Solicitation of contributions on behalf of a candidate, incumbent, or political committee, including the hosting of or solicitation at fundraising events (required to disclose details regarding the date of event and amount raised); and
- 3. Contributions not made directly by the individual/business to a candidate, incumbent, or political committee but furnished by the individual / business (as an "intermediary").

Eligibility Restrictions

Effective as of January 1, 2016, if an individual makes contributions totaling over \$3,000 in one calendar year to a candidate for City elective office or to an incumbent, the individual is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$10,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for individuals prior to January 1, 2016 remain in effect for purposes of determining an individual's eligibility during the two year disclosure period prior to the date an individual's application in response to a contract opportunity is due or for determining an individual's continuing compliance during the term of any such contract that is awarded to the individual. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$2,500; for the period January 1, 2008 through December 31, 2011, the contribution limit amount is \$2,600; for the period January 1, 2012 through December 31, 2015, the contribution limit amount is \$2,900.

Effective as of January 1, 2016, if a business makes contributions totaling over \$11,900 in one calendar year to a candidate for City elective office or to an incumbent, the business is not eligible to apply for, or enter into, any Non-Competitively Bid Contract in excess of \$25,000, nor shall said individual be eligible to be a sub-contractor (at any tier) of any such contract during that candidate's or incumbent's term of office. The monetary limits in effect for businesses prior to January 1, 2016 remain in effect for purposes of determining a business' eligibility during the two year disclosure period prior to the date a business' application in response to a contract opportunity is due or for determining a business' continuing compliance during the term of any such contract that is awarded to the business. For the period February 1, 2006 through December 31, 2007, the contribution limit amount is \$10,000; for the period January 1, 2018 through December 31, 2015, the contribution limit amount is \$11,500.

→ Note on Eligibility: If a candidate for any City elective office contributes \$250,000 or more from his or her personal resources to his or her campaign, then the eligibility thresholds for individuals and businesses shall double with respect to contributions to all candidates for that same elective office (i.e. \$6,000 for individuals and \$23,800 for businesses).

Definitions

Affiliate	A parent, subsidiary, or otherwise affiliated entity of a business
Applicant	An individual or business who has filed an application to be awarded a non- competitively bid contract or financial assistance
Business	A corporation, limited liability company, partnership, association, joint venture or any other legal entity (including non-profit organizations) other than an Individual
Candidate	Any individual who seeks nomination or election to public office, other than a judge of elections or inspector of elections, whether or not such individual is nominated or elected. An individual shall be deemed to be seeking nomination or election to such office if he or she has (1) received a contribution or made an expenditure or has given his consent for any other person or committee to receive a contribution or make an expenditure, for the purpose of influencing his or her nomination or election to such office, whether or not the individual has made known the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or (2) taken the action necessary under the laws of the Commonwealth of Pennsylvania to qualify himself or herself for nomination or election to such office.
Consultant	A person used by an applicant to assist in obtaining the financial assistance through direct or indirect communication by such individual or business with any City, Land Bank or the organization providing financial assistance or any City officer or employee or officer or employee of the organization providing financial assistance, if the communication is undertaken by such individual or business in exchange for, or with the understanding of receiving, payment from the applicant; provided, however, that "Consultant" shall not include a full-time employee of the applicant.
Contributions	The provision of money, in-kind assistance, discounts, forbearance or any other valuable thing, during the two years prior to the deadline for the filing of the application for the contract opportunity or financial assistance, to any of the following: - a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania; - an incumbent in any public office in the Commonwealth; - a political committee or state party in the Commonwealth; or - a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.
Financial Assistance	Any grant, loan, tax incentive, bond financing subsidy for land purchase or otherwise, or other form of assistance that is realized by or provided to a person in the amount of fifty thousand dollars (\$50,000) or more through the authority or approval of the City, including, but not limited to, Tax Increment Financing (TIF) aid, industrial development bonds, use of the power of eminent domain, Community Development Block Grant (CDBG) aid or loans, airport revenue bonds, and Enterprise Zone or similar economic development zone designations (such as Keystone Opportunity Zones, Keystone Opportunity Expansion Zones, Keystone Opportunity Improvement Zones, and Economic Development District Zones), but not including any assistance to which a person is entitled under a law enacted before the individual or business applied for or requested such assistance.
Immediate family	A spouse or life partner residing in the individual's household or minor dependent children
Incumbent	An individual who holds elective office

Intermediary	A person, who, other than in the regular course of business as a postal, delivery or messenger service, delivers a contribution from another individual or business to the recipient of such contribution
Person	An individual, corporation, limited liability company, partnership, association, joint venture, or any other legal entity
Political committee	Any committee, club, association or other group of persons which receives money or makes expenditures for purposes of influencing any election
Solicit a Contribution	Requesting or suggesting that a person make a contribution. The sponsoring or hosting of a fundraising event is considered soliciting a contribution from the attendees of the event. Any contributions raised at such event are counted as a contribution made by the host of the event.

Philadelphia Land Bank	
Date:	Initials:

If Applying as an Individual: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Have you made any contributions?		
Have you solicited or served as an intermediary for any contributions?		
Has a member of your immediate family made any contributions over and above \$3,000?		
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$3,000?		
Check here to certify that no contributions were made.		

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Philadelphia Land Bank		
Date:	Initials:	
If Anniving as an Individual:		

Campaign Contribution Disclosure Form

For relationship, please indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship (to individual or business completing this form)	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Philadelphia Land Bank	
Date:	Initials:

If Applying as a Business: Campaign Contribution Disclosure Form

Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where "non-profit" is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

	Vez	Na	Non-
	Yes	No	Profit
Has the business made any contributions?			
Has the business solicited or served as an intermediary for any contributions?			
Has an officer, director, controlling shareholder, or partner of the business made any contributions? See note below.			
Has an officer, director, controlling shareholder, or partner of the business solicited or served as an intermediary for any contributions? See note below.			
Has an affiliate of the business made any contributions?			
Has an affiliate of the business solicited or served as an intermediary for any contributions?			
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business made any contributions? See note below.			
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the business solicited or served as an intermediary for any contributions? See note below.			
Has the business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?			
Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of the business, reimbursed another individual or business for a contribution that the individual or business has made?			
Has a political committee controlled by the business or by an affiliate of the business made any contributions?			
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of the business, made any contributions?			
Check here to certify that no contributions were made.			

Note: Applicants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Applicant or the for-profit affiliate of the Applicant. Please disclose the full amount of the contribution, although only the amount above \$3000 may potentially be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Applicant business).

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Philadelphia Land Bank		
Date:		Initials:
	If Applying as a Business:	
	Campaign Contribution Disclosure Form	

For relationship, indicate whether the contributor was the Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship (to individual or business completing this form)	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Philadelphia Land Bank Date:	Initial	s:
<u>Use o</u>	of Consultant Disclosure Form	
Please list all consultant(s) used in information for that consultant in the s	the year prior to the application deadline and space provided below.	the corresponding
applicant or contractor to assist in obtaining fir business with any City, Land Bank, the organi officer/employee of the organization providing	es of the required disclosures, is defined as an individual or bunancial assistance through direct or indirect communication by zation providing financial assistance, any City officer/employe financial assistance, if the communication is undertaken in exapplicant or contractor or any other individual or business (hopplicant or Contractor).	such individual or e, or any change for, or with the
Check here to certify that no consulta deadline.	nt(s) was used in the year prior to the application	
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid		
Consultant Name		
Address 1		
Address 2		
City, State, Zip		
Phone		

Amount Paid or to be Paid

Philadelphia Land Bank	
Date:	Initials:

Consultant: Individual Campaign Contribution Disclosure Form

Use this form if the Consultant used is an Individual. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Note that you must provide information for the two years prior to the application deadline.

	Yes	No
Has the Consultant made any contributions?		
Has the Consultant solicited or served as an intermediary for any contributions?		
Has a member of the Consultant's immediate family made any contributions over and above \$3,000?		
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$3,000?		
Check here to certify that no contributions were made.		

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Philadelphia Land Bank	
Date:	Initials:
Consultant: Individual Campaign Contribution Disclosure Form	

Use this form if the Consultant used is an Individual. For relationship, indicate whether the contributor was the Individual or Family Member.

Name of Contributor	Relationship to Consultant	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Philadelphia Land Bank	
Date:	Initials:

Consultant: Business Campaign Contribution Disclosure Form

Use this form if the Consultant used is a Business. Please read through the directions and definitions before filling out this disclosure form to make sure that each question is answered appropriately and thoroughly. Where "non-profit" is an option, indicate whether the business is a non-profit; non-profits are not required to disclose contribution information on these questions. Note that you must provide information for the two years prior to the application deadline.

			Non-
	Yes	No	Profit
Has the Consultant business made any contributions?			
Has the Consultant business solicited or served as an intermediary for any contributions?			
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? See note below.			
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? See note below.			
Has an affiliate of the Consultant business made any contributions?			
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? See note below.			
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? See note below.			
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business solicited or served as an intermediary for any contributions?			
Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business has made?			
Has an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, reimbursed another individual or business for a contribution that the individual or business has made?			
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?			
Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit Consultant business, or of a for-profit affiliate of the Consultant business, made any contributions?			
Check here to certify that no contributions were made.			

Note: Consultants must disclose all contributions to candidates or incumbents which are attributed to an immediate family member of an officer, director, controlling shareholder or partner of the for-profit Consultant or the for-profit affiliate of the Consultant. Please disclose the full amount of the contribution, although only the amount above \$3000 will be attributed to the officer, director, controlling shareholder or partner (and, by extension, the Consultant business).

Additional information on every contribution must be disclosed. Please use the table provided on the next page.

Philadelphia Land Bank	
Date:	Initials:
Consultant: Business Campaign (Contribution Disclosure Form

Use this form if the Consultant used is a Business. For relationship, indicate whether the contributor was the Consultant Business, Affiliate, Controlled Political Committee, Controlling Shareholder, Director, Officer, Parent, Partner, Reimbursed Contributor, Solicited Contributor, Subsidiary, or Other.

Name of Contributor	Relationship to Consultant	Name of Recipient	Date of Contribution	Amount of Contribution

Please use additional pages as needed.

Use of Subcontractor Disclosure Form

Please list all subcontractor(s) you are planning to use if awarded this financial assistance by filling out the appropriate information in the space provided below.

Check here to certify that no subcontract	or(s) are to be used.	
Subcontractor Name		
Address 1		
Address 2		
City, State, Zip		
Phone Amount Paid or to be Paid, or		
Percentage to be Paid		
Subcontractor Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid, or		
Percentage to be Paid		
Subcontractor Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid, or		
Percentage to be Paid		
Subcontractor Name		
Address 1		
Address 2		
City, State, Zip		
Phone		
Amount Paid or to be Paid, or Percentage to be Paid		

Employee Request Form

Please list any City or Land Bank employees or officers or employees/officers of the organization providing financial assistance who have asked you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant to give money, services, or any other thing of value (other than contributions as defined above) during the two years prior to the application deadline.

Check here to certify that no City or Land employees/officers of the organization polar have asked you (the Applicant), any office employee of the Applicant, or any person give money, services, or any other thing contributions as defined above) during the application deadline.	roviding financial assistance cer director, or management n representing the Applicant to of value (other than	
Name of Employee/Officer		
Title		
Money Services, or Thing of Value Requested		
Money, Services, or Thing of Value Given (If none, write "none")		
Date Requested		
Date of Payment		
Name of Employee/Officer		
Title		
Money Services, or Thing of Value Requested		
Money, Services, or Thing of Value Given (If none, write "none")		
Date Requested		
Date of Payment		
N (5 1 10%)	<u> </u>	
Name of Employee/Officer		
Title		
Money Services, or Thing of Value Requested		
Money, Services, or Thing of Value Given (If none, write "none")		
Date Requested		
Date of Payment		

Employee Participation Advice Disclosure Form

Please list any City or Land Bank employees or officers employees/officers of the organization providing financial assistance who gave you (the Applicant), any officer director, or management employee of the Applicant, or any person representing the Applicant advice that a particular individual or business could be used by the Applicant to satisfy any goals established in the contract or financial assistance agreement for the participation of minority, women, disabled, or disadvantaged business enterprises during the two years prior to the application deadline.

Check here to certify that no City or Land employees/officers of the organization prigave you (the Applicant), any officer dire employee of the Applicant, or any person advice that a particular individual or busin Applicant to satisfy any goals established assistance agreement for the participation disabled, or disadvantaged business entiprior to the application deadline.	coviding financial assistance ctor, or management representing the Applicant ness could be used by the d in the contract or financial on of minority, women,	
Name of Employee/Officer		
Title		
Date of Advice		
Individual or Business Recommended to Satisfy Participation Goals		
Name of Employee/Officer		
Title		
Date of Advice		
Individual or Business Recommended to Satisfy Participation Goals		
Name of Employee/Officer		
Name of Employee/Officer Title		
Date of Advice		
Individual or Business Recommended to Satisfy Participation Goals		
Name of Employee/Officer		
Title		
Date of Advice		
Individual or Business Recommended to Satisfy Participation Goals		

<u>Signature</u>

In order for the submission of these disclosure forms to be considered valid, they must be properly signed below by the respondent. Disclosure forms **that are not signed will be rejected.** By signing your name and title in the signature space below, you, as the respondent, signify your intent to sign these disclosure forms. The signatory hereby declares and certifies themselves to be the respondent, declares and certifies that they are properly authorized to execute these disclosure forms, and represents and covenants that all of the information and disclosures provided to the best of their knowledge are true and contain no material misstatements or omissions. Breach of such representation and covenant may render any subsequent provision of financial assistance voidable, and entitle the City (or Land Bank) to all rights and remedies provided by law or equity.

Signature	Date
Name	Title
(a) President or Vice-President of the Assistant Treasurer of the corporation	abmitted by a CORPORATION, sign the forms here, with signatures by a corporation AND (b) Secretary, Assistant Secretary, Treasurer or in. If the disclosure forms are not signed by the above mentioned, you in pursuant to a certified corporate resolution to sign in place of such
Signature	Date
Name	President/Vice President, if other, please specify
Signature	Date

EXHIBIT E

APPLICANT'S STATEMENT OF DEBARRMENT

Applicant certifies that it has not been suspended or debarred by the Federal government, Commonwealth of Pennsylvania or City of Philadelphia and will not utilize any subcontractors which are listed in the "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" issued by the General Services Administration.

Name of Applicant	
By:Authorized Signatory	
Title:	
Print Name	
Date:	
Attest:	
Print Name	