



**REQUEST FOR PROPOSALS**

**INSURANCE BROKERAGE SERVICES**

**AUGUST 29, 2023**

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## Application Process

The Philadelphia Housing Development Corporation ("PHDC"), on behalf of itself and as agent for the Philadelphia Redevelopment Authority ("PRA"), Philadelphia Land Bank ("PLB"), HeadHouse Retail Associates, L.P. ("HHRA") and the 12<sup>th</sup> and Market HeadHouse Condominium Owners Association ("HeadHouse Condo") (PHDC, PRA, PLB, HHRA and HeadHouse Condo shall each be referred to herein as "Entity" and together, "Entities"), invites competitive proposals from interested insurance brokerage firms (each an "Applicant," and together, the "Applicants") to provide risk management, insurance, safety and loss control, claims and administrative services for each of the foregoing Entities as outlined in the Project Description/Scope of Work section of this Request for Proposals ("RFP"). PHDC shall select one insurance brokerage firm to act as the insurance broker for the Entities.

1. **Submission Deadline**

Applicants must submit a response/proposal (each, a "Response", and together, "Responses") no later than **September 28, 2023 at 3:00 PM**; absolutely no Response will be accepted after that time.

2. **Questions/Requests for Additional Information**

PHDC will accept questions and requests for additional information directed in writing to [joseph.tedesco@phdc.phila.gov](mailto:joseph.tedesco@phdc.phila.gov) before **September 11, 2023 at 3:00 PM**. Questions, responses, and additional information will be posted on the PHDC website within three (3) business days after that date.

3. **Related Parties**

Applicants may submit only one Response to this RFP. Individuals or businesses that are legally related to each other or to a common entity may not submit separate Responses. PHDC, in its sole and absolute discretion, retains the right to reject any Response where:

- Applicants or principals of Applicants are substantially similar or substantially related parties; or;
- PHDC has determined that the Applicant has violated these conditions or the spirit of these conditions.

4. **Submission Process**

Applicants must either: submit a Response via email to [joseph.tedesco@phdc.phila.gov](mailto:joseph.tedesco@phdc.phila.gov); or submit **(5) original copies of the Response and one electronic copy on a USB Flash Drive (Microsoft Word or Adobe PDF file format only)** to PHDC via hand delivery or registered mail to:

Joseph Tedesco  
Philadelphia Housing Development Corporation  
1234 Market Street, 16th Floor  
Philadelphia, PA 19107

5. **Disqualification**

Responses will be disqualified if:

- They are submitted after the specified deadline;
- They are submitted by some means other than the format listed above; and/or
- If the Response package is incomplete.

6. **Bid Price**

PHDC will select the Response determined to be the most responsive to the RFP. Bid price is one of the criteria used to make this determination, though this RFP will not necessarily be awarded to the lowest bidder.

7. **Schedule**

The timeline for this opportunity is as follows:

<b>Event</b>	<b>Date</b>
RFP posted	August 29, 2023
Questions and/or requests for additional information due	September 11, 2023 by 3:00PM
Proposals due	September 28, 2023 by 3:00PM
Applicant selected	October 12, 2023 (Estimate)
Contract executed (Subject to approval of the Entities' respective Board of Directors)	November 2023 (Estimate)

PHDC reserves the right, in its sole discretion, to alter this schedule as it deems necessary or appropriate.

## Project Description/Scope of Work

1. **General Information about the Entities**

- PHDC is a 501(c)(3) non-profit corporation organized and existing under the laws of Pennsylvania ("Commonwealth") whose major purpose is to promote the development and preservation of housing, especially for low and moderate income individuals and families. PHDC development includes new and rehabilitated single and multi-family units. PHDC home preservation programs issue grants to eligible low-income citizens that, among other things, pay for certain types of repairs, modifications and weatherization of their homes. PHDC manages the process of obtaining the grant or donation, hiring contractors for the work, reviewing the completed work, and paying the contractors through the grant or donation.
- PHDC also provides grants, loans and mortgages to develop affordable housing, to assist homeowners and landlord in completing repairs to their homes and rental properties and to those at certain income thresholds to help purchase their first home or intended to pay for household costs.

- PHDC also makes renovations/repairs, seals buildings, etc. on PHDC, City of Philadelphia ("City"), PRA and PLB-owned properties. PHDC staff inspects construction sites, occupied housing units, housing developments, etc. for various compliance-related activities.
  - PHDC staff are also assigned to perform the work of the PRA and PLB.
  - PHDC also functions in an advisory or administrative capacity for Commonwealth and City agencies as well as for nonprofit community groups engaged in housing development matters.
    - The PRA is a Commonwealth agency organized under and pursuant to the Urban Redevelopment Law (35 P.S. § 1701 et seq.). The PRA is the public agency responsible for the elimination of blighted areas through redevelopment activities within the City. It was established by the Commonwealth legislature in 1945 and provided with broad powers, including the right of eminent domain and the ability to issue tax exempt bonds. The PRA's purpose is to administer, implement and complete redevelopment activities necessary for the removal of blight, carried out in cooperation with public and private enterprises and a wide range of City, Commonwealth and Federal agencies relating to housing renewal and economic development. The right of eminent domain is one of the means by which the PRA can acquire private property to effectuate the PRA's purposes.
    - The PLB is a public agency organized under and pursuant to the Land Bank Act (68 Pa.C.S.A. § 2101 et seq.). The PLB was created in July 2014 to assist the City to facilitate the return of vacant, abandoned and tax-delinquent properties to productive use through a unified, predictable, and transparent process, thereby helping to revitalize neighborhoods, create socially and economically diverse communities, and strengthen the City's tax base.
    - HeadHouse Condo is a condominium owners association for a condominium located at 1113-1131 Market Street, 1113-A-1131 Market Street and 1112-1140 Filbert Street. There are three (3) units in the condominium – Condominium Unit #1 is owned by Philadelphia Market Street Marriott Hotel II Limited Partnership and Condominium Units #2 and #3 are owned by HHRA.
    - HHRA is a limited partnership and the owner of two (2) of the condominium units located at 1113-1131 Market Street, 1113-A-1131 Market Street and 1112-1140 Filbert Street. RT HeadHouse Development Corporation is the general partner and the PRA is the limited partner. HHRA leases retail space in Condominium Unit #2 and is responsible for insuring the fit out of Condominium Units #2 and #3. The tenants are required to insure their tenant improvements.
2. Attachment A is a summary of the types of coverages each Entity carries.
  3. The successful Applicant will be expected to provide insurance coverage and risk management related services for each Entity, which will include, but not be limited to:
    - provide for each Entity's consideration and selection, insurance policy coverages

to adequately protect the respective Entity's interests and insurable assets. Applicant will represent and assist each Entity in all discussions and transactions with all insurers, provided that Applicant will not contact any insurers or place any insurance on behalf of any Entity until authorized by such Entity;

- perform all necessary insurance marketing services, including, but not limited to the following:
  - a. preparation and finalization of all materials required in connection with soliciting insurance carriers and assist with documentation and all other steps to obtain commitments for and implement the respective Entity's insurance program in accordance with such Entity's instructions;
  - b. development of criteria to identify qualified insurers and, when appropriate, reinsurers, giving due consideration to all insurance markets throughout the world, including, but not limited to, domestic stock and mutual companies, reciprocals, Lloyds, foreign companies and other markets acceptable to the respective Entity and/or the City;
  - c. solicit proposals from insurance carriers, review and evaluate proposals submitted, and make recommendations to the respective Entity as to such proposals;
  - d. place, cancel and otherwise process all binders, policies and endorsements at the respective Entity's direction;
  - e. review policies upon receipt to verify conformance to the specifications and negotiations and request and monitor required changes;
  - f. monitor published financial information of the respective Entity's current insurers and alert an Entity when the status of one or more of such insurers falls below Applicant's minimum financial guidelines; and
  - g. utilize the services of other intermediaries to assist in the marketing of the respective Entity's insurance program when, in Applicant's professional judgment, those services are necessary or appropriate;
- administer and maintain insurance policies, including, but not limited to:
  - a. review and evaluate all premium audit statements and invoices, including verification of all premiums, provide notice of changes in premiums or terms and conditions, cancellation and all pertinent communications from insurers;
  - b. review and process endorsements, exceptions and other changes to insurance policies, provide explanations and recommendations regarding the changes and use best efforts to implement the respective Entity's decisions with respect thereto; and
  - c. issue required certificates of insurance and automobile insurance ID cards;

- work with the respective Entity personnel or their agent(s) to provide claims administration, handle and monitor losses and process claims under the insurance policies;
  - conduct strategic planning sessions to review current performance and establish future objectives and strategies;
  - assist the respective Entity in the review and development of provisions in contractual agreements relating to insurance, liability and risk allocation;
  - provide the respective Entity personnel or their agent(s) with advice and guidance regarding the types of insurance to require from individuals or entities seeking to do business with such Entity, whether a particular insurance carrier providing insurance to such individuals or entities is acceptable, and respond to all inquiries pertaining to insurance in general;
  - develop a mutually agreeable renewal action plan and timetable that highlights accountability and meets the respective Entity's objectives;
  - assist PHDC with the creation of a workplace safety committee (the "Committee") and provide required training sessions to obtain Commonwealth certification of the Committee and to maintain the Commonwealth certification on an annual basis thereafter;
  - assist the Entities with preparing and implementing risk management ("RM") and safety and loss control ("SLC") policies on an as needed basis;
  - provide various training sessions as requested relating to RM and SLC; and
  - assist the Entities as requested on all matters related to insurance, RM and SLC (together, "Services").
4. Applicant will designate a "Client Executive" who will have overall responsibility for supervision of Applicant's performance of the Services. Applicant, including its designated Client Executive, will give prompt attention and regard to the instructions, directions and requests of the respective Entity. Applicant will also assign a responsive team of qualified client management, RM, SLC, and claims support staff to provide the Services.
  5. The Services to be provided by the Applicant will be subject to the execution of a Professional Services Agreement ("Agreement") between each Entity and the successful Applicant. Each Agreement will be for a term of one year, with three (3) successive one-year renewal terms to be exercised at the sole discretion of each Entity. Each Agreement is subject to the approval of the Entities' respective Board of Directors.

## Submission Requirements

1. **Work Plan:**
  - Responses must include a detailed proposed work plan addressing each component of the Services. The work plan should identify specific tasks offered to be performed by the Applicant, methodology for completion of the Services, personnel assigned to complete each task, cost estimate and timeline to provide the Services to each Entity, and such other information as will be relevant to explaining the Applicant's approach to work required to be performed.
  - As part of Applicant's detailed plan for each Entity, Applicant will recommend a conceptual structure of an insurance and risk management program, including proposed coverage, limits and deductibles. Applicant should provide his/her/its recommendations and cost estimates, deductible options and coverage enhancements.
  - If the Applicant recommends additional services not outlined in this RFP, such services will be described separately.
  - **Interested Applicants are NOT permitted to contact any markets. Market contact will automatically eliminate an Applicant from consideration.**
2. **Experience:** Please attach a description of Applicant's national/local experience in providing insurance, safety and loss control and administrative services for governmental/municipal authorities, non-profit corporations or other related entities the firm has negotiated and written. Please include dates, locations and scale of services. A list of three (3) previous contracts requiring work of the type identified in the Services must also be included.
3. **Compensation:**
  - Applicant must submit a description of one or more methods by which the Applicant proposes to calculate the fee the Applicant would charge or would propose as compensation for providing the Services to each of the Entities. Please provide the cost estimate breakdown by each Entity and not as one lump sum. In view of the varying practices for compensation, please state your views on the advantages and disadvantages of customary current fee or commission arrangements.
  - With respect to insurance placed by the Applicant on each Entity's behalf, Applicant will disclose to the Entity any commissions, including but not limited to, contingent commissions or overrides received by Applicant attributable to applicable insurance program(s). Disclosure of all applicable commissions will be included in the Applicant's insurance program proposal submitted to PHDC for consideration and acceptance.
4. **Licensing and Regulatory Requirements:** Please provide a statement and/or information regarding your ability to satisfy Commonwealth licensing and regulatory



requirements and whether the Applicant is currently qualified to do business in the Commonwealth.

5. **Personnel:**

- Please attach information which will identify the person who will serve as Client Executive, including that person's qualifications, resume, experience in performing and/or managing the Services, and a list of three (3) previous contracts in which said person served as Client Executive. The Client Executive must have at least five (5) years of experience in providing the Services.
- Please attach information which will identify other personnel who will be assigned to complete the Services, indicating the role each will play in completion of the work, and include for each person a resume which sets forth that person's qualifications and relevant experience. Lead personnel for the Applicant must have at least five (5) years' experience in providing the Services.
- Applicant will represent that the individuals identified in Applicant's Response are its full-time employees (except when a subconsultant is involved) and will be assigned to complete Applicant's obligations under the Agreement.
- If any work is to be subcontracted by the Applicant, the Applicant must identify the subcontractor, provide a detailed description of the Services being subcontracted, the qualifications of the subcontractor to perform the Services, the compensation amount to be paid to the subcontractor, and three (3) references that may be contacted and can comment upon the subcontractor's experience in providing similar Services.

6. **Largest Carriers:** Applicants are required to list at least three (3) of the largest carriers used by its firm for the requested line of coverage and premium volume and the net of commissions or profit-sharing arrangements that are generated with these carriers.

7. **References:** Applicants must provide contact information for at least three (3) references for which Applicants completed services similar to that being asked for in this RFP. References from government clients and engagements with similar scopes of Services are preferred.

8. **Financial Status:** Please attach a description of Applicant's financial status which is sufficient to enable PHDC to evaluate the financial qualifications of the Applicant. The description should include, but not be limited to:

- a copy of Applicant's current financial statement and a current audited statement of conditions audited by a Certified Public Accountant; and
- whether Applicant has any present overdue indebtedness to any governmental unit or agency, or any outstanding claim or demand of such indebtedness. If so, please provide details.

9. **Economic Inclusion (Not to exceed one page).** Please provide a narrative describing Applicant's past performance in engaging certified Minority Business Enterprises

("MBE"), Woman Business Enterprises ("WBE"), and/or Disabled Business Enterprises ("DBE") in subcontracting and in procuring goods and services; in addition, describe the Applicant's past performance in hiring local, diverse workforce, both in-house and with subcontractors. Applicant may be encouraged to establish subcontracting commitments with Certified MBE, WBE or DBE (together, "MWDBE") on an equitable basis with other firms. If Applicant is a MWDBE; please submit information to confirm Applicant's Certification as part of your Response.

10. **Declarations and Other Information.** Response must also include the completed forms identified in the Declarations and Other Information below.

## Evaluation and Selection

1. PHDC intends to select the Applicant who best demonstrates the level of experience, skill and competence required to perform the Services in the most efficient, cost-effective, and professional manner. PHDC reserves the right not to award an Agreement as a result of this RFP, or to award Agreements for part of this scope.
2. PHDC will be guided by the following criteria in making a selection for award, and will use its professional judgment in determining which Applicant best serves the interests of the Entities:
  - Superior ability or capacity to meet particular requirements of this Agreement opportunity and needs of the PHDC and the other Entities.
  - Superior prior experiences of various scales, demonstrated relative strength, reputation and successful experience providing services and placing coverages such as those identified in Attachment A.
  - Broad access to various types of insurance markets.
  - Eligibility under Philadelphia Code provisions relating to campaign contributions.
  - Compliance with the Entities' standards for contracting, such as indemnification and non-discrimination.
  - Competence and proven track record working with private sector, governments and community development organizations.
  - Overall costs.
  - Administrative and operational efficiency, requiring less oversight and administration by the Entities or their agent(s).
  - Accessibility of the Applicants to the Entities or their agent(s).
  - Demonstrated ability to meet timelines and milestones.
  - Any other factors the PHDC considers relevant to the evaluation of the Responses from the Applicants.

## Events of Disqualification or Default

1. Subsequent to the selection of an Applicant, and before execution of the Agreement, the PHDC may treat any of the following as an event of disqualification or default:
  - Unilateral withdrawal by the selected Applicant;
  - Failure to proceed substantially in accordance with the Response as submitted;
  - Failure by the Applicant for any reason whatsoever to timely execute the Agreement when tendered;
  - Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of the Response, or subsequent thereto. For the purposes of this section, the PHDC places particular importance on the information required by the Applicant's Philadelphia Tax Status Certification and Conflict of Interest Form and the Campaign Contribution Disclosure Forms;
  - Failure to provide in a timely manner the additional material required after selection throughout the PHDC selection process.
2. Upon the happening of an event of disqualification or default by the selected Applicant, PHDC shall have the right, at its election, to:
  - Rescind its selection; or
  - Declare null and void the Agreement that may already have been executed.

## Declarations and Other Information

1. **Economic Opportunity Plan:** PHDC strongly encourages and promotes the employment of qualified MWDBE firms in all aspects of its procurement of goods and services. If Applicant is a Certified MWDBE, please submit information to confirm Applicant's Certification as part of your Response.
2. **Tax Clearance and Conflict of Interest Form:** Applicants, upon request of the PHDC, must provide evidence satisfactory to the PHDC that all municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, are current for both the individual Applicant and the Applicant's firm and neither is currently indebted to the City; will at any time during the term of the Agreement 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. Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (Attachment B) and submit it with your Response.
3. **Anti-Lobbying Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Forms:** Please complete the Anti-Lobbying

Certification and Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion forms (Attachment C) and submit them with your Response.

4. **Campaign Contribution Disclosure Forms:** Please complete the applicable disclosure forms (Attachment D) and submit them with your Response.

5. **Insurance Requirements:** Please submit a certificate of insurance evidencing the required coverages as outlined in Attachment E with your Response. A sample insurance certificate is provided for your reference.

6. **Reservation of Rights**

By submitting a Response in response to this RFP, an Applicant affirmatively acknowledges: (i) its acceptance of the terms and conditions of this RFP; (ii) PHDC may exercise in its sole discretion the following rights; and (iii) PHDC may exercise the following rights at any time and without notice to any Applicant:

- to reject any and all Responses;
- to supplement, amend, substitute, modify or re-issue the RFP with terms and conditions materially different from those set forth here;
- to cancel this RFP with or without issuing another RFP;
- to extend the time period for responding to this RFP;
- to solicit new Responses;
- to conduct personal interviews with any Applicant to assess compliance with the selection criteria;
- to request additional material, clarification, confirmation or modification of any information in any and all Responses;
- to negotiate any aspect of a Response, including price;
- to terminate negotiations regarding any and all Responses at any time;
- to expressly waive any defect or technicality in any Responses;
- to rescind a selection prior to Agreement execution if the PHDC determines that the Response does not conform to the specifications of this RFP;
- to rescind a selection prior to Agreement execution if the PHDC determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of an Applicant or Response was not in conformity with law or with the legal obligations of the Entities;
- in the event an Agreement is awarded, the successful Applicant or Applicants shall procure and maintain during the life of the Agreement all required insurance coverages in the amounts to be determined prior to the award of any Agreement;
- in the event an Agreement is awarded, all Applicants agree to perform their services as an independent contractor and not as an employee or agent of the PHDC or any of the other Entities;

- in the event an Agreement is awarded with each of the Entities, all Applicants agree that no portion of performance of the Agreement shall be subcontracted without the prior written approval of the respective Entity; and
- each Applicant agrees to indemnify, protect and hold harmless each Entity from any and all losses, injuries, expenses, demands and claims against such Entity or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Applicant's Response; (ii) the delivery by the Applicant to the PHDC of any other documents or information; and (iii) any other conduct undertaken by the Applicant in furtherance of or in relation to the Applicant's Response. Each Applicant agrees that its duty to indemnify and hold harmless shall not be limited to the terms of any liability insurance, if any, required under this RFP or subsequent contract.

**PHDC is under no obligation whatsoever to Applicant as a result of this RFP. The RFP does not represent any commitment on the part of the PHDC to Applicant. In no event shall the PHDC be responsible for any cost, expense or fee incurred by or on behalf of Applicant in connection with the RFP. Applicant shall be solely responsible for all such costs, expenses and fees.**

**NOTICE: The Philadelphia Redevelopment Authority and Philadelphia Land Bank are 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.**

# **Attachment A**

**SUMMARY OF EXISTING INSURANCE PROGRAMS**

**PHILADELPHIA HOUSING DEVELOPMENT CORPORATION**

Coverage	Limits of Liability
Workers Compensation/ Employer's Liability	\$500,000 Each Accident \$500,000 Disease-Policy Limit \$500,000 Disease-Each Employee
Commercial Auto	\$1,000,000 Liability Per Accident (32 vehicles)
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$100,000 Damage to Rented Premises Excluded Medical Expense (any one person)
Pub. Off./Non-Profit Mgmt Liability; Employment Practices Liability	\$1,000,000 Per Claim Limit \$1,000,000 Aggregate Limit
Crime	\$1,000,000 Employee Dishonesty \$1,000,000 Forgery or Alteration \$1,000,000 Inside the Premises \$1,000,000 Outside the Premises \$1,000,000 Money Orders and Counterfeit Paper Cash \$1,000,000 Computer Hacking \$1,000,000 Funds Transfer Fraud \$250,000 Fraudulent Induced Transfers
Commercial Property	\$1,500,000 Business Personal Property (Contents)
Contractor's Pollution Liability	\$1,000,000 Per Contamination Incident \$1,000,000 Policy Aggregate
Excess Liability	\$3,000,000 Each Occurrence \$3,000,000 Aggregate Limit
Privacy & Network Security Liability	\$3,000,000 Each Claim or Event \$3,000,000 Aggregate Limit
Active Shooter Liability	\$1,000,000 Act of Workplace Violence Event Aggregate \$1,000,000 Stalking Threat Event Aggregate

**PHILADELPHIA REDEVELOPMENT AUTHORITY**

Coverage	Limits of Liability
Commercial Auto	\$1,000,000 Combined Single Limit - Each Accident (23 vehicles)
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Excluded Products & Completed Operations Aggregate Excluded Personal & Advertising Injury \$100,000 Damage to Rented Premises Excluded Medical Expense (any one person)
Professional Liability / E&O	\$1,000,000 Per Claim / Aggregate
Vacant Properties	\$3,500,000 2 locations (approximate)
Properties in Germantown	\$3,000,000 13 locations (approximate)
Commercial Property (including Equipment Breakdown)	\$6,600,000 6 locations (approximate)
Builders Risk	\$5,000,000 Per Claim / Aggregate (Within Philadelphia Limits)

**PHILADELPHIA LAND BANK**

Coverage	Limits of Liability
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$100,000 Damage to Rented Premises Excluded Medical Expense (any one person)
Public Officials Liability	\$1,000,000 Each Claim / Aggregate

**HEADHOUSE RETAIL ASSOCIATES, L.P.**

Coverage	Limits of Liability
Commercial General Liability	\$2,000,000 General Aggregate \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$1,000,000 Each Occurrence \$1,000,000 Hired and Non-Owned Liability
Excess Liability (Multiple Layers)	\$30,000,000 Each Occurrence \$30,000,000 Annual Aggregate
Commercial Property	\$18,200,000 Total Insured Value (approximate)
Directors and Officers Liability	\$1,000,000 Per Claim / Aggregate

**12TH & MARKET HEADHOUSE CONDOMINIUM OWNERS ASSOCIATION**

Coverage	Limits of Liability
Commercial General Liability	\$2,000,000 General Aggregate \$1,000,000 Each Occurrence \$2,000,000 Products & Completed Operations Aggregate \$1,000,000 Personal & Advertising Injury \$1,000,000 Hired and Non-Owned Liability
Excess Liability (Multiple Layers)	\$30,000,000 Each Occurrence \$30,000,000 Annual Aggregate
Directors and Officers Liability	\$1,000,000 Per Claim / Aggregate
Commercial Crime	\$100,000 Employee Theft and Client Property \$100,000 ERISA \$100,000 Forgery & Alteration \$100,000 Inside the Premises \$100,000 Outside the Premises \$100,000 Computer Fraud and Funds Transfer Fraud \$100,000 Money Orders and Counterfeit Paper Currency

# **Attachment B**



# PHILADELPHIA TAX STATUS CERTIFICATION REQUEST

## CITY OF PHILADELPHIA DEPARTMENT OF REVENUE

REQUESTER:  PHA  PHDC  PIDC  PPA  PRA  OTHER \_\_\_\_\_

Taxpayer Name: \_\_\_\_\_ Date: \_\_\_\_\_

Taxpayer Trading As: \_\_\_\_\_

Home Address: \_\_\_\_\_

Business Address: \_\_\_\_\_ Business Phone #: \_\_\_\_\_

1. Are you a Registered Taxpayer?  YES  NO

If so, provide your Federal Employer Identification Number here: \_\_\_\_\_

If so, provide your Philadelphia Business Tax Account Number here: \_\_\_\_\_

If so, provide your Social Security Number here: \_\_\_\_\_

2. Identify all of your subsidiaries and affiliates: \_\_\_\_\_  
\_\_\_\_\_

3. Are you or any of your subsidiaries or your affiliates presently delinquent in any City of Philadelphia School District taxes, business taxes and/or others taxes?  YES  NO

If so, what tax(es) and amount(s) owed? \_\_\_\_\_

4. Are you or any of your subsidiaries or affiliates presently delinquent in Water and Sewer charges?  YES  NO

If so, amount owed: \$ \_\_\_\_\_

5. Have you or any of your subsidiaries or affiliates been sued by the City of Philadelphia or the Philadelphia School District?  YES  NO

Have you declared bankruptcy?  YES  NO

If so, list date and nature of lawsuit or filing date of bankruptcy petition: \_\_\_\_\_

6. Are you or any of your subsidiaries or affiliates involved in any other business activity?  YES  NO

If so, list company name(s) and account numbers here and describe activity: \_\_\_\_\_  
\_\_\_\_\_

7. Do you or any of your subsidiaries or affiliates own real estate?  YES  NO

If so, list address(es) here or on the back of this form: \_\_\_\_\_

I hereby affirm that the information provided above is true and correct to the best of my knowledge, information and belief; said affirmation being made subject to the penalties prescribed by 18 Pa. C.S.A. Sec. 4904 relating to unsworn falsification to authorities.

Name: (Please Print) \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 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, Philadelphia Redevelopment Authority, Philadelphia Land Bank, or Philadelphia Housing Development Corporation.
- 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).

1. 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).

YES  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.

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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.

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## CONFLICT OF INTEREST

4. Does or will any person in one of the categories (A or B) described above have any interest in any contract for materials or services related to the project or property for which you are applying?

YES       NO

Briefly describe the nature of that person's interest in the contract for materials or services.

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## ADDITIONAL DISCLOSURES

1. Do you own any property that is subject to any significant unresolved violation of City codes and ordinances?

YES       NO

2. As a property owner, have you been involved in Philadelphia tax foreclosure proceeding in the last five years?

YES       NO

3. Have you or any member of your development team been convicted of any felony within the past five years?

YES       NO

4. Are you listed as an owner of record on the Philadelphia District Attorney's list of land that has been confiscated due to criminal activity?

YES       NO

5. Has the developer or its principals been a developer, stockholder, officer, director, trustee, member, or partner in any other development projects with the Philadelphia Redevelopment Authority, Philadelphia Land Bank, the City of Philadelphia, or the Philadelphia Housing Development Corporation?

If yes, provide the following information:

YES     NO     N/A

	Project Name	Date	Agency	Agency Role
1.	_____			
2.	_____			
3.	_____			
4.	_____			

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 \_\_\_\_\_

Date \_\_\_\_\_

**NOTICE: If you are completing the foregoing documents for the Philadelphia Redevelopment Authority (the "PRA") or the Philadelphia Land Bank (the "PLB"), please note that the PRA and the PLB are subject to the Pennsylvania Right to Know Law and as such, any information provided in any of the foregoing documents may be subject to disclosure to the public.**

# **Attachment C**

**ANTI-LOBBYING CERTIFICATION**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_ ("Contractor"), hereby certify that I have been duly authorized to execute this Certification on behalf of Contractor and that no Federally-appropriated funds have been paid or will be paid by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

Contractor will provide immediate written notification to the Philadelphia Housing Development Corporation if Contractor learns that the above certification was erroneous when submitted or has become erroneous because of changed circumstances.

On behalf of Contractor, I also certify that Contractor has required, and will continue to require during the term of this Contract, this same certification from its contractors.

I verify and affirm that the statements made in this certification are true and correct in all material ways. I understand that any false statements contained herein are made subject to the penalties of 18 Pa.C.S.A. § 4904 relating to unsworn falsification to authorities.

\_\_\_\_\_  
Witness

BY: \_\_\_\_\_  
Name:  
Title:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

1. The Applicant certifies, by submission of this Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, Commonwealth or City department or agency.
  
2. Where the Applicant is unable to certify the preceding statement in this certification, such Applicant shall attach an explanation to this Response.

ENTITY NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Name:

Title:



# **Attachment 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 Housing Agency (PHDC, PRA, PLB) 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 Housing Agency (PHDC, PRA, PLB) 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 for-profit applicant business or for-profit 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, 2008 through December 31, 2011, the contribution limit amount is \$10,600; for the period January 1, 2012 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 Housing Agency (PHDC, PRA, PLB) or the organizations 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: <ul style="list-style-type: none"> <li>– a candidate for nomination or election to any public office in the Commonwealth of Pennsylvania;</li> <li>– an incumbent in any public office in the Commonwealth;</li> <li>– a political committee or state party in the Commonwealth; or</li> <li>– a group, committee or association organized in support of any candidate, office holder, political committee or state party in the Commonwealth.</li> </ul>
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 agencies 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.

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?	<input type="checkbox"/>	<input type="checkbox"/>
Have you solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family made any contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of your immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

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

Date: \_\_\_\_\_

Initials: \_\_\_\_\_

**If Applying as an Individual:  
Campaign Contribution Disclosure Form**

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

<b>Name of Contributor</b>	<b>Relationship</b> <small>(to individual or business completing this form)</small>	<b>Name of Recipient</b>	<b>Date of Contribution</b>	<b>Amount of Contribution</b>

Please use additional pages as needed.

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.

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

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.





Date: \_\_\_\_\_

Initials: \_\_\_\_\_

### **Use of Consultant Disclosure Form**

Please list all consultant(s) used in the year prior to the application deadline and the corresponding information for that consultant in the space provided below.

Please note that a Consultant, for the purposes of the required disclosures, is defined as an individual or business used by an applicant or contractor to assist in obtaining financial assistance through direct or indirect communication by such individual or business with any of the three City Housing Agencies, the organization providing financial assistance, any City officer/employee, or any officer/employee of the organization providing financial assistance, if the communication is undertaken in exchange for, or with the understanding of receiving, payment from the applicant or contractor or any other individual or business (however, "Consultant" shall not include a full-time employee of the Applicant or Contractor).

Check here to certify that no consultant(s) was used in the year prior to the application deadline.	<input type="checkbox"/>
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	

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.

	<b>Yes</b>	<b>No</b>
Has the Consultant made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has the Consultant solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family made any contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
Has a member of the Consultant's immediate family solicited or served as an intermediary for contributions over and above \$3,000?	<input type="checkbox"/>	<input type="checkbox"/>
<i>Check here to certify that no contributions were made.</i>	<input type="checkbox"/>	

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



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.

	Yes	No	Non-Profit
Has the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has the Consultant business solicited or served as an intermediary for any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an officer, director, controlling shareholder, or partner of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Has an affiliate of the Consultant business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
Has an affiliate of the Consultant business solicited or served as an intermediary for any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of the Consultant business made any contributions? See note below.	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<input type="checkbox"/>	<input type="checkbox"/>	
Has a political committee controlled by the Consultant business or by an affiliate of the business made any contributions?	<input type="checkbox"/>	<input type="checkbox"/>	
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?	<input type="checkbox"/>	<input type="checkbox"/>	
<i>Check here to certify that no contributions were made.</i>		<input type="checkbox"/>	

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.



## 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 subcontractor(s) are to be used.	<input type="checkbox"/>
<b>Subcontractor Name</b>	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
<b>Subcontractor Name</b>	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
<b>Subcontractor Name</b>	
Address 1	
Address 2	
City, State, Zip	
Phone	
Amount Paid or to be Paid, or Percentage to be Paid	
<b>Subcontractor Name</b>	
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 Housing Agency (PHDC, PRA, PLB) employees or officers or employees/officers of the organizations 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 Housing Agency (PHDC, PRA, PLB) employees/officers or employees/officers of the organizations providing financial assistance 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.	<input type="checkbox"/>
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Money Services, or Thing of Value Requested</b>	
<b>Money, Services, or Thing of Value Given (If none, write "none")</b>	
<b>Date Requested</b>	
<b>Date of Payment</b>	
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Money Services, or Thing of Value Requested</b>	
<b>Money, Services, or Thing of Value Given (If none, write "none")</b>	
<b>Date Requested</b>	
<b>Date of Payment</b>	
<b>Name of Employee/Officer</b>	
<b>Title</b>	
<b>Money Services, or Thing of Value Requested</b>	
<b>Money, Services, or Thing of Value Given (If none, write "none")</b>	
<b>Date Requested</b>	
<b>Date of Payment</b>	



## **Employee Participation Advice Disclosure Form**

Please list any City or Housing Agency (PHDC, PRA, PLB) employees or officers employees/officers of the organizations 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 Housing Agency (PHDC, PRA, PLB) employees/officers or employees/officers of the organizations providing financial assistance 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.	<input type="checkbox"/>
<b>Name of Employee/Officer</b>	
Title	
<b>Date of Advice</b>	
Individual or Business Recommended to Satisfy Participation Goals	
<b>Name of Employee/Officer</b>	
Title	
<b>Date of Advice</b>	
Individual or Business Recommended to Satisfy Participation Goals	
<b>Name of Employee/Officer</b>	
Title	
<b>Date of Advice</b>	
Individual or Business Recommended to Satisfy Participation Goals	
<b>Name of Employee/Officer</b>	
Title	
<b>Date of Advice</b>	
Individual or Business Recommended to Satisfy Participation Goals	

Signature

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 Housing Agency (PHDC, PRA, PLB) to all rights and remedies provided by law or equity.

If these disclosure forms are being submitted by an INDIVIDUAL, PARTNERSHIP, LIMITED LIABILITY COMPANY OR MANAGED LIMITED LIABILITY COMPANY, sign the forms here:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

If these disclosure forms are being submitted by a CORPORATION, sign the forms here, with signatures by (a) President or Vice-President of the corporation AND (b) Secretary, Assistant Secretary, Treasurer or Assistant Treasurer of the corporation. If the disclosure forms are not signed by the above mentioned, you hereby certify that you are authorized pursuant to a certified corporate resolution to sign in place of such officers.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
*President/Vice President, if other, please specify*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
*Secretary/Asst. Secretary/Treasurer/Asst. Treasurer  
If other, please specify*

# **Attachment E**

## INSURANCE REQUIREMENTS

The individual/entity seeking to enter into a contract with the Philadelphia Housing Development Corporation, Philadelphia Redevelopment Authority, Philadelphia Land Bank, HeadHouse Retail Associates, L.P. and 12th and Market HeadHouse Condominium Owners Association (together, the "**Entities**") or who is entering into a contract with such individual/entity (together, the "**Contracting Party**") will procure and maintain during the entire period of the contract, the insurance described below. All coverages must be provided by an insurance company authorized to do business in the Commonwealth of Pennsylvania and with a minimum A.M. Best Rating of A- Class VIII. All insurance, except professional liability, must be written on an "Occurrence Basis" and not a "Claims-Made Basis."

The insurance policies must provide for at least thirty (30) days prior written notice to be given to the Entities in the event that coverage is materially changed, cancelled or non-renewed or once any policy limits have been exhausted by fifty percent (50%). In the event of material change, cancellation or non-renewal of coverage(s), the Contracting Party must replace the coverage(s) to comply with the contract requirements to prevent a lapse of coverage for any time period during the term of the contract.

The Contracting Party will provide the Entities with the provisions from each of the required insurance policies or endorsements for each of the required insurance policies stating the following:

- 1) Contracting Party's insurance coverage is on a primary and non-contributory basis with any insurance carried or administered by the Entities;
- 2) includes coverage for ongoing operations and completed operations;
- 3) the Philadelphia Housing Development Corporation, Philadelphia Redevelopment Authority, Philadelphia Land Bank, HeadHouse Retail Associates, L.P. and 12th and Market HeadHouse Condominium Owners Association, the City of Philadelphia (the "**City**"), and their respective officers, directors, employees and agents are named as additional insured on a primary and non-contributory basis on all of the insurance policies, except for workers' compensation and professional liability insurance policies, even for claims regarding their partial negligence;
- 4) includes a waiver of subrogation in favor of the Entities and all the other aforementioned additional insureds;
- 5) coverage is applicable separately to each insured against whom a claim is made or suit is brought and there is no "Cross Liability" exclusion on the insurance policies that preclude coverage for suits or claims between the Contracting Party and the Entities or between the Entities and any other insured or additional insured under the insurance policies; and
- 6) no act or omission of the Entities, the City, or their respective officers, directors, employees or agents will invalidate coverage.
- 7) Contracting Party shall not have a Self-Insured Retention ("**SIR**") or deductible on any policy greater than \$50,000, which shall be the responsibility of the Contracting Party. If any policy of the Contracting Party has a SIR or deductible exceeding this amount, approval must be received from the Entities prior to starting work. In the event any policy includes a SIR or deductible, the Contracting Party is solely responsible for payment of the SIR or deductible specified in that policy and the Additional Insured requirements specified herein shall be provided within the SIR or deductible amount(s).

Endorsement forms required include CG 20 01, CG 20 10 and CG 20 37 as published by the Insurance Services Office ("ISO") or on equivalent forms that are satisfactory to the Entities.

If the contract pertains to a specific property, the property address must be identified on the Certificate of Insurance. Otherwise, a contract/work order number or project referenced should be included.

Certificates of Insurance must be addressed to: Philadelphia Housing Development Corporation, 1234 Market Street, 16<sup>th</sup> floor, Philadelphia, PA 19107, Attention: Joseph Tedesco.

The Entities reserve the right to request and obtain complete copies of the Contracting Party's insurance policies.

I. Insurance Review - Insurance requirements are subject to periodic review by the Entities. Any failure, actual or alleged, on the part of the Entities to monitor or enforce compliance with any of the insurance requirements will not be deemed as a waiver of any rights on the part of the Entities. The Entities may require additional types of insurance or higher limits if, in its/their sole discretion, the potential risk warrants it. The amount of insurance provided in the required insurance coverages outlined below, shall not be construed to be a limitation of the liability on the part of the Contracting Party.

II. Without in any way affecting the indemnity obligations of the Contracting Party pursuant to its contract with the Entities and in addition thereto, the minimum insurance coverages that the Contracting Party will be required to procure and maintain is as follows:

- a. **Commercial General Liability**: The policy will be provided on ISO form CG 00 01 04 13 or an equivalent form, include a "Cross Liability" endorsement, name the Entities, the City, and their respective officers, directors, employees and agents as **Additional Insured** and include the following coverages for all operations performed by or on behalf of the Contracting Party for bodily injury and property damage:

- Products and Completed Operations
- Premises Operations and Mobile Equipment
- Independent Contractors
- Employees and Volunteers as Additional Insured
- Personal Injury and Advertising Injury
- 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)
- Broad Form Property Damage (including completed operations)
- Resulting Damage (Expanded Definition of Occurrence-Property Damage)
- Elevators and/or Escalators (if applicable)
- Explosion, Collapse and Underground Hazards

- No amendment to the definition of an "Insured Contract"

- No sexual abuse or molestation exclusion
- No exclusion for development, construction, building conversion, etc. (if applicable)
- No exclusion for residential construction with respect to the work to be completed by the Contracting Party (if applicable)

- The following minimum limits will be provided:

\$1,000,000	Each Occurrence (combined single limit for bodily injury (including death) and property damage)
\$1,000,000	Personal and Advertising Injury
\$2,000,000	General Aggregate (other than Products/Completed Operations)
\$1,000,000	Products/Completed Operations Aggregate

- The General Aggregate Limit must apply on a Per Project basis.
- The definition of "occurrence" must be expanded via endorsement to state the following:

"Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. Faulty workmanship in "your work" is not an "occurrence" but "property damage" that is ancillary and accidental damage caused by faulty workmanship in "your work" is considered an "occurrence" if the following conditions are met:

- 1) faulty workmanship in "your work" causes "property damage" to property other than "your work;" and
- 2) such "property damage" was not expected or intended by you or the persons performing "your work."

b. **Workers' Compensation and Employer's Liability Insurance:** The workers' compensation policy will provide benefits in accordance with the statutory requirements of the Commonwealth of Pennsylvania and includes "all states" coverage or at least coverage in all other states in which the Contracting Party performs work or through which the Contracting Party's employees travel.

- This policy will also include coverage for employer's liability and United States Longshoremen and Harbor Workers (if applicable). The following minimum employer's liability limits will be provided:

\$100,000 Each Accident	Bodily Injury by Accident
\$100,000 Each Employee	Bodily Injury by Disease
\$500,000 Policy Limit	Bodily Injury by Disease

- Coverage must cover all individuals, including sole proprietors, partners, members, officers, and volunteers providing services on behalf of the Contracting Party.

- c. **Automobile Liability Insurance:** The policy shall name the Entities, the City, and their respective officers, directors, employees and agents as **Additional Insured** and cover liability arising out of the use of all owned, non-owned and hired automobiles (or symbol 1 - Any Auto) with the following minimum coverages:

\$1,000,000 Per Occurrence (combined single limit for bodily injury (including death) and property damage)

- For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948
- Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)
- Coverage for all owned automobiles will be waived if the Contracting Party does not own any automobiles so long as the Contracting Party provides the Entities with a letter stating that the Contracting Party does not own any automobiles. The letter must be on company letterhead and executed by an individual authorized to make such a representation on behalf of the Contracting Party.
- When the Contracting Party does not own any automobiles, coverage for non-owned and hired automobiles must be endorsed to the commercial general liability policy or provided under a separate non-owned and hired automobile liability policy.

- d. **Professional Liability:** The minimum policy limit will be \$1,000,000 per claim and aggregate.

- The definition of "Covered Services" must include the scope of the services/work included in the contract for which the Contracting Party is responsible.
- This insurance must extend to the Contracting Party and its legal representatives in the event of death, dissolution or bankruptcy; cover all actual or alleged acts, errors and omissions relating to or arising out of the performance of the services/work included in the contract and all liability assumed under the contract; and provide coverage for the Contracting Party and its employees, agents, subcontractors, or any person for whom the Contracting Party is responsible.
- The retroactive date must be on or prior to the date of the contract.

- The Contracting Party must maintain coverage for occurrences happening during or that resulted from the performance of the scope of services/work included in the contract for at least 2 years after completion of such services/work by obtaining tail coverage/an extended reporting period or maintaining its current coverage.

e. **Cyber Liability or Security and Privacy Liability Insurance:** The policy will cover third party liability arising out of: (i) breach of privacy, inclusive of confidential and proprietary business information; (ii) intellectual property, copyright, trademark, trade secret, and/or patent infringements; (iii) Health Insurance Portability and Accountability Act violations; and/or (iv) other breaches of personally identifiable information, proprietary business information, and/or protected health information, that may arise from the Contracting Party's work under the contract.

- The limit of liability for each occurrence and the annual aggregate shall be \$1,000,000 with the same limit per occurrence for privacy breach notification and credit monitoring.

- The policy shall name the Entities, the City, and their respective officers, directors, employees and agents as **Additional Insured.**

f. **Crime Insurance:** The policy will have a minimum limit of \$1,500,000.

- The crime insurance policy shall include the employee theft of clients' property and theft, disappearance and destruction coverage parts. The employee theft coverage part shall include the clients' property endorsement, form CR 04 01, as published by the ISO, or its equivalent.

- The crime insurance policy shall name the Entities as **Additional Insured and Loss Payee.**



