

**REQUEST FOR QUALIFICATIONS**

**LEAD HAZARD MANAGEMENT SERVICES**

**PHILADELPHIA HOUSING DEVELOPMENT CORPORATION HOME IMPROVEMENT PROGRAMS**

**REQUEST FOR QUALIFICATIONS**

Contents

[INTRODUCTION 3](#_Toc192175648)

[APPLICATION PROCESS 4](#_Toc192175649)

[ELIGIBLE SERVICES 5](#_Toc192175650)

[LEAD-BASED PAINT 6](#_Toc192175651)

[WORK PROCEDURES 6](#_Toc192175652)

[COMPENSATION 7](#_Toc192175653)

[WARRANTY 7](#_Toc192175654)

[NON-DISCRIMINATION 7](#_Toc192175655)

[SUBCONTRACTING 9](#_Toc192175656)

[SELECTION OF CONTRACTORS 9](#_Toc192175657)

[CONTRACT AWARD 11](#_Toc192175658)

[INSURANCE REQUIREMENTS 11](#_Toc192175659)

[QUALIFICATIONS FORMAT (HOW TO APPLY) 12](#_Toc192175660)

[RESERVATION OF RIGHTS BY PHDC 12](#_Toc192175661)

[Attachments 14](#_Toc192175662)

[PHDC HOME IMPROVEMENT PROGRAMS REQUEST FOR QUALIFICATIONS CHECK LIST 14](#_Toc192175663)

[COVER SHEET 16](#_Toc192175664)

[SUBCONTRACTOR INFORMATION 17](#_Toc192175665)

[REFERENCES 18](#_Toc192175666)

[PRODUCTION PLAN 19](#_Toc192175667)

[FINANCIAL DEMONSTRATION 20](#_Toc192175668)

[SOLICITATION and COMMITMENT FORM (BID) 21](#_Toc192175669)

[EXECUTIVE ORDER 2-95 CERTIFICATION NEIGHBORHOOD BENEFIT STRATEGY 22](#_Toc192175670)

[TAX STATUS CERTIFICATION REQUEST 23](#_Toc192175671)

[CONFLICT OF INTEREST 24](#_Toc192175672)

[STATEMENT OF NO PENDING OR THREATENED LITIGATION 25](#_Toc192175673)

[ANTI-LOBBYING CERTIFICATION 26](#_Toc192175674)

[PHILADELPHIA CODE CHAPTER 17-1300 CERTIFICATION 27](#_Toc192175675)

[Disclosure Forms 28](#_Toc192175676)

[Campaign Contribution Disclosure Form 33](#_Toc192175677)

[Use of Consultant Disclosure Form 41](#_Toc192175678)

[Use of Subcontractor Disclosure Form 46](#_Toc192175679)

[Employee Request Form 47](#_Toc192175680)

[EXHIBIT A 51](#_Toc192175681)

[EXHIBIT B 52](#_Toc192175682)

# INTRODUCTION

This Request for Qualifications (“RFQ”) provides interested lead abatement contractors with the information required to prepare and submit qualifications for consideration by the Philadelphia Housing Development Corporation (“PHDC”) to satisfy the need for interim controls and abatement of lead hazards ( “Lead Hazard Management”) to be provided to the homes of low-income households in Philadelphia who will be receiving home improvement grants (each a "DRRP Grant") funded by the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) program (each such household, a "Grant Recipient").

The DRRP Grants and the improvements funded thereby (the "Improvements") will be administered by PHDC's Home Improvement Programs (HIP) department through its Disaster Recovery and Resilience Program (DRRP).

Grant Recipients will be the customers of the contractors selected to participate in one or more of PHDC's Home Improvement Programs. Grant Recipients' remedies for any damages or liability arising in connection with the Improvements shall exclude any claims against PHDC and instead be limited to claims against the applicable contractor(s) that perform work in their homes under one or more of the Home Improvement Programs, as well as any of their subcontractors, representatives, agents, directors, officers, partners or employees.

Contracts will be offered for one (1) year period with the option for a one (1) year renewal in PHDC’s sole discretion.

PHDC will select qualified contractors to perform Lead Hazard Management under HIP.

Lead Hazard Management is composed of two interventions:

1. Interim Controls: These are temporary measures designed to reduce human exposure to lead-based paint hazards. They include specialized cleaning, repairs, maintenance, painting, temporary containment, and ongoing monitoring. The goal is to manage and reduce the risk of lead exposure without permanently eliminating the hazard.
2. Abatement: This involves permanent measures to eliminate lead-based paint hazards. Abatement can include the removal of lead-based paint, the permanent enclosure or encapsulation of lead-painted surfaces, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead-contaminated soil. Abatement is a more comprehensive and long-term solution compared to interim controls.

# APPLICATION PROCESS

**Submission Deadline**

Interested lead abatement contractors (each, a "Respondent") must submit a response/proposal (a "Response") no later than May 2, 2025, at 3:00 PM; absolutely no Response will be accepted after that time.

**Questions/Requests for Additional Information**

PHDC will accept questions and requests for additional information directed in writing to Nancy.K.Burns@phdc.phila.gov before April 25, 2025, at **3:00 PM**. Questions, responses, and additional information will be posted on the PHDC website within five (5) business days after that date.

**Related Parties**

A Respondent may submit only one Response to this RFP. Individuals, businesses, or entities 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:

* The Respondent or principals of Respondent or principal(s) thereof are the same as or are substantially similar or substantially related parties to any other Respondent or principal thereof; or
* PHDC has determined that the Respondents have violated these conditions or the spirit of these conditions.

**Submission Process**

Responses will be accepted only in either of the following three formats:

1. Online submission through the electronic portal on PHDC's website [https://phdcphila.org/community- investment/development-project-finance/funding-opportunities/](https://phdcphila.org/community-investment/development-project-finance/funding-opportunities/)
2. Hard copy submission that includes one original print copy in addition to one digital copy saved as a PDF or within a Microsoft Word document on a USB Flash Drive. Hard copy submissions must be sent through registered mail to:

Nancy Burns

Compliance Officer

PHDC 1234 Market Street,

17th Floor Philadelphia PA, 19107

1. Email full RFQ packet to Nancy.K.Burns@phdc.phila.gov.

**Disqualification**

Responses will be disqualified if:

1. They are submitted after the specified deadline;
2. They are submitted by some means other than the two formats listed above. Responses sent as an attachment to an email, through Dropbox, or any other electronic venue other than PHDC's online portal will not be accepted; or
3. They are incomplete.

**Schedule**

The timeline for this opportunity is as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| RFP posted | Friday, April 11, 2025 |
| Questions and/or requests for additional information due | Friday, April 25, 2025, by 3:00PM |
| Proposals due | May 9, 2025, by 3:00PM |
| Applicant selected  | May 30, 2025 (Estimate) |
| Contract executed (Subject to approval of the Entities' respective Board of Directors) | July 2025 (Estimate) |

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

# SERVICES OVERVIEW

Properties that require lead hazard mitigation will receive lead-based paint inspections and risk assessments following The US Department of Housing & Urban Development’s Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and in compliance with Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X). The lead inspection and risk assessment reports will be provided to participating remediation contractors along with a work order for eligible Remediation Improvements to prepare estimates for approval by PHDC and proceed orders are issued to selected contractors.

Different properties warrant different levels of Lead Hazard Management. Contractors are expected to pay close attention to the requests for estimates ordered and to contact PHDC with any questions.

 All work must comply with all applicable statutes, regulations and codes and homeowners will be limited to remedies against contractors that performed work at their homes, and any of their subcontractors, representatives, agents, directors, officers, partners, or employees, for any noncompliance therewith.

 All interim controls, abatement and testing must be completed by trained and certified professionals according to HUD, Environmental Protection Agency (EPA) regulations, the state of Pennsylvania, and lead safe work practices. Certifications must be verifiable via the State of Pennsylvania certified lead abatement companies’ website. Contractor, not PHDC, will be responsible for having all pertinent licenses and permits up to date and current.

# LEAD-BASED PAINT

U.S. Department of Housing and Urban Development (“HUD”) Title X regulations, in effect as law since September 15, 2000, as amended, have added demands to HIP and other federally funded programs with respect to lead dust control. All contractors participating in DRRP will be required to comply with such regulations and exercise appropriate care to contain dust, particularly wherever it is necessary to disturb paint. Grant Recipients will be limited to remedies against selected contractors that performed work in their homes, and any of their subcontractors, representatives, agents, directors, officers, partners, or employees, for any noncompliance of such regulations or failure to exercise due care.

Additionally, all contractors selected to be reimbursed under HIP grants in all Home Improvement Programs shall possess a Lead-Safe Firm certification from the U.S. Environmental Protection Agency and shall have relevant jobs overseen by a certified Lead Renovator.

# WORK PROCEDURES

1. PHDC determines client eligibility, and the general extent of Lead Hazard Management needed at each property.
2. Requests for estimates will be sent to contractors through PHDC’s Contractor Portal only. Contractors will make appointments and inspect each property for requested Improvements and enter specifications in the Contractor Portal for approval by PHDC.
3. PHDC will issue proceed orders for approved estimates or will notify the contractor that Remediation Improvement is not approved and pay the contractor a Proposal Fee for their time in preparing the estimate. Proceed orders will have due dates by which work must be completed.
4. Contractors and their employees and subcontractors shall be respectful of residents and shall communicate in a professional manner. Under no circumstances shall a contractor or subcontractor show up at a house to work without an appointment. Careful attention shall be given to the health and safety of workers and residents. Contractors shall contain dust while working and do a careful clean-up at the end of each workday. Contractors alone shall be responsible for reporting any hazardous conditions to PHDC and residents. Contractors will be expected to build all necessary containment barriers for abatement – whether interior or exterior. Contractor will also be expected to set up proper signage, such as ‘Notices to Occupants’ and ‘Warning – Lead Work Area’, when applicable in order to alert residents where on site lead abatement work is occurring. Prior to the start of work, PHDC will notify residents of the lead hazard remediation work to come and provide residents with a copy of EPA’s brochure titled Protect Your Family from Lead in Your Home.
5. Contractors shall permit PHDC to inspect all buried piping or other covered work (roof rafters, wiring, underfloor plumbing, etc.) while repairs are in process and before piping is covered. Contractors must inform PHDC one (1) day prior to covering the work to allow for the inspection to take place and shall submit photos of covered work with final documents. Contractors alone shall be responsible for any defective or incomplete repairs involving any such piping, as well as any failure to identify any hazardous conditions related to the piping.
6. If based upon their expertise, contractors determine that change orders are necessary, contractors shall submit requests in accordance with the change order procedure attached as Exhibit A.
7. Contractors will submit final paperwork and photos through the Contractor Portal within five business days of completing work. Upon receipt of all required paperwork, PHDC will schedule a final inspection of the work.
8. Upon a successful final inspection and lead clearance test, PHDC will create a purchase order for payment to contractor. Typical payment is made within thirty (30) days of the final inspection.
9. Final documents submitted by contractors at completion of job must include:
	1. Permits (if required).
	2. Notice of lead hazard reduction work performed provided to resident within 15 days. A copy must also be provided to PHDC.
10. Contractors, and any of their subcontractors, representatives, agents, directors, officers, partners, or employees, shall be solely liable to clients and homeowners for any defective or incomplete work performed in their homes, as well as any failure to identify hazardous conditions associated with any such work.

# COMPENSATION

Contractors will be reimbursed by PHDC through DRRP Grant funds in accordance with the descriptions provided in the PHDC HIP Price List. Unless otherwise noted, the contractor shall invoice using the PHDC HIP Price List in effect at the time the work order is issued. PHDC reserves the right to change or adjust the price list throughout the term of the contract as it deems necessary. All price changes will be clearly communicated to all contractors in writing as they occur. Electronic copies of the current price list are available upon request.

# WARRANTY

Contractor will warrant that all work, services, and products, including, but not limited to, labor and installation, shall be free from defects in material and workmanship for a period of at least one (1) year from the date of completion as noted in the Contractor Portal. Roof replacements shall be warranted to five (5) years from the date of completion and mechanical equipment shall be warranted for three (3) years from the date of completion.

Defective materials and workmanship claimed during the warranty period must be repaired or replaced if not reasonably repairable, at no cost to PHDC or the grant recipient. The repair or replacement of defects must be covered by contractor if notice is given within the warranty period.

# NON-DISCRIMINATION

1. ECONOMIC OPPORTUNITY REQUIREMENTS

Under the authority of Executive Order No. 01-21, the Office of Economic Opportunity of the City of Philadelphia (“City”) has established an antidiscrimination policy setting ranges for participation by Minority Business Enterprises (“MBE”), Women Business Enterprises (“WBE”) and Disabled Business Enterprises (“DSBE”) (together, “M/W/DSBEs) in City contracts which have been adopted by PHDC.

The City has established a citywide goal of thirty-five percent (35%) M/W/DSBEs utilization as informed by its Annual Disparity Study. This Citywide goal should be used as a benchmark for the contractor’s expression of best and good faith efforts to provide meaningful and representative opportunities for M/W/DSBEs under HIP. In order to maximize opportunities for as many businesses as possible, a firm that is certified in two (2) or more categories (e.g. MBE and WBE or WBE and DSBE) will only be credited toward one (1) participation range as either an MBE or WBE or DSBE. The firm will not be credited toward more than one (1) category.

Contractors are expected to make a serious good-faith effort to enlist participation from certified M/WSBE and Disabled owned firms prior to submitting your qualifications to PHDC.

Contractors must complete and submit the “Solicitation and Commitment Form” to PHDC

demonstrating their plan for M/W/DSBE participation for approval by the City’s Division of Housing & Community Development (“DHCD”) Compliance Department. In addition, contractors will be required to submit an Equal Opportunity Plan (“EOP”) for approval by the City’s Office of Economic Opportunity (“OEO”) prior to a contract being executed.

1. NEIGHBORHOOD BENEFIT STRATEGY

In accordance with Executive Order 2-95, the City has established a neighborhood benefit policy relating to opportunities for training, employment and contracts for work arising in connection with the planning, construction, rehabilitation, and operation of housing assisted by DHCD and OEO.

Each contractor shall be encouraged to (1) establish a goal of employing low and very low income neighborhood and area residents at fifty percent (50%) or more of the aggregate number of new hires on the contract and (2) establish a goal of awarding fifty percent (50%) or more of the aggregate value of all construction contracts and service contracts associated with this contract to neighborhood and area businesses.

 Contractors will be required to submit as part of their Economic Opportunity Plans, a

“Neighborhood Benefit Strategy” which shall describe contractor’s proposed efforts to comply with the above goals. The Neighborhood Benefit Strategy will be reviewed for compliance by DHCD staff.

# SUBCONTRACTING

General contractors may not subcontract the administration of assigned work. All contractors must be active participants in the work assigned to them. Contractors who are assigned work shall be responsible for quality control and for the rapid response to all field questions and problems. Subcontractors shall not be relied on for this purpose. Failure to comply will result in termination of the contract.

Specific trade contractors may not subcontract assigned work in their specialty without written approval from PHDC.

Respondents who need to subcontract work must indicate all intended subcontractors in their Responses. Contractors are free to change or add subcontractors during the period of the contract, however, these changes must be documented with and approved in writing by PHDC along with submission of the new subcontractor qualifications, licenses, contracts, and insurance documents for approval.

Any work performed for the contractor by a subcontractor shall be pursuant to a written contract between the contractor and the subcontractor that requires the subcontractor to (I) comply with all terms and conditions in the contract between PHDC and the contractor, (ii) perform all work in accordance with the requirements of the contract between PHDC and the contractor and (iii) be paid by the contractor no later than thirty (30) days after receiving payment from PHDC for any work performed. The contractor shall promptly report all payment disputes with the subcontractor to PHDC.

All written contracts that a contractor enters into with subcontractors must identify the

contractor and each subcontractor as “Contractor” and “Subcontractor” and contain the following language:

“Subcontractor acknowledges and agrees to assume, faithfully perform and comply with all requirements and obligations of Contractor under the terms and conditions of the contract between the Philadelphia Housing Development

Corporation (“PHDC”) and Contractor, with said contract sections being incorporated and adopted herein by reference as though fully set forth herein, to the same extent required and as if Subcontractor, and not Contractor, was required to comply with said requirements and obligations under the contract between PHDC and Contractor.”

Failure to comply with all foregoing subcontractor requirements may result in the imposition of immediate sanctions, which include without limitation suspension or termination.

# SELECTION OF CONTRACTORS

The RFQ Review Committee will review all Responses received. Responses will be reviewed and rated independently by two or more committee members. The Committee as a whole will make final contractor and contract size recommendations. The PHDC Contract Review Committee will review all recommendations made by the RFQ Review Committee

before submitting recommendations to PHDC’s Board of Directors for approval.

1. THRESHOLD CRITERIA

PHDC has established certain threshold criteria that must be met by all contractors:

* 1. The contractor must have a minimum of three (3) years of experience with the trade for which he/she/it is applying and been in business as the same legal entity a minimum of one (1) year.
	2. The contractor must have a verifiable track record of responsiveness and quality work either with PHDC or with confirmed references.
	3. The contractor must make a good faith effort to comply with the EOP, Section 3 (where applicable) and Neighborhood Benefit Strategy goals.
	4. The contractor must have the appropriate trade license(s). For Lead Hazard Management, Lead Contractor Certification from the state of Pennsylvania and Lead Supervisor and Lead workers certification are required.
	5. The contractor must be registered with the Pennsylvania Attorney General’s Office as a Home Improvement Contractor.
	6. The contractor must demonstrate financial, legal and technological resources sufficient to perform work in a timely manner.

Contractors who do not meet the above threshold criteria will be eliminated from further consideration.

1. EVALUATION CRITERIA

Once it is established that a contractor has met all threshold criteria, the contractor will be evaluated for contract award size. Evaluation will include:

* 1. Contractor’s demonstrated financial capacity to manage work with at least sixty (60) days of cash flow, corresponding to the peak portion of the proposed production schedule.
	2. Contractor’s demonstrated production capacity (i.e., crew size, equipment, subcontractor performance and ability to perform the work proposed in conjunction with other expected business). Both the contractor’s Response and their past performance with HIP will be reviewed to help determine capacity questions.
	3. Contractor’s work quality, as judged by PHDC.
	4. The number of other contractors applying, or that previously applied, for contracts in the same trades who have been approved to provide services subject for reimbursement under program grants.
	5. Funding for the various HIP grants made available to PHDC.
	6. Client demand for the various trades.

# CONTRACT AWARD

PHDC intends to enter into contracts for HIP grant reimbursement with the contractor(s) recommended by the committees and approved by the PHDC Board of Directors.

The contract(s) resulting from this RFQ will be awarded to the qualified contractor(s) whose qualifications will be the most advantageous to PHDC and Grant Recipients.

The selected contractor(s) will be required to execute a contract prepared by PHDC. The General Terms and Conditions which will be a part of that document will include, but not be limited to:

* + Administrative requirements
	+ Conflicts of interest
	+ Environmental requirements
	+ Liability indemnification in the event of claims

A copy of the General Terms and Conditions is available upon request.

# INSURANCE REQUIREMENTS

Minimum insurance requirements for the selected contractor(s) are shown on the sample insurance certificate attached hereto as Exhibit B. Before submitting a response to this RFQ, contractors should verify through their insurance carriers that they will be able to obtain the necessary insurance coverage, including, but not limited to, required completed operations, additional insured and primary and noncontributory endorsements, if selected. Contractors should not make changes to coverage to comply with PHDC requirements until notified of selection by PHDC.

Only sole proprietors and LLCs without employees, who are not required to purchase

worker’s compensation insurance under Pennsylvania law, are excluded from carrying worker’s compensation coverage and must complete and submit any and all supporting documentation as requested. All other contractors will be required to carry worker’s compensation insurance.

Contractors may not use subcontractors who do not carry all required insurance at the levels specified herein and name PHDC and the City as additional insureds on all liability insurance policies except workers’ compensation and professional liability insurance.

**PHDC and the City of Philadelphia** must be named as additional insureds on all required liability insurance policies except workers’ compensation and professional liability insurance before contracts can be finalized. All policies will include contractual liability insurance as

applicable to the contractor’s obligations hereunder. All general liability insurance must include coverage for completed operations. Certificates of Insurance showing the required coverages and naming PHDC and the City as the certificate holders must be submitted along with

endorsements stating that the coverage afforded PHDC, and the City is “primary and noncontributory” to any other coverage available before contracts can be executed.

# QUALIFICATIONS FORMAT (HOW TO APPLY)

Your qualifications must be delivered as a complete package using the Qualifications Form. Be sure to answer all questions thoroughly and thoughtfully. Lengthy answers are not necessary or advisable. Qualifications must be typed or clearly printed. Be sure to complete the required forms provided and to supply all other items, as applicable.

For reference and convenience, pages to be returned are numbered 16 through 49 (inclusive) plus additional supporting documentation listed in the checklist (pages 14-15) is attached.

**Responses with missing pages will be rejected as incomplete.** Please do not velum or spiral bind qualifications. The qualifications submitted become the sole property of PHDC.

**Any contractor who willingly and knowingly provides materially false information, as verified by PHDC, will be immediately disqualified from consideration and may be referred to the appropriate authority for criminal prosecution.**

An official authorized to bind the contractor to its provisions must sign the qualifications.

# RESERVATION OF RIGHTS BY PHDC

By submitting a Response in response to this RFQ, a Respondent affirmatively acknowledges: (I) its acceptance of the terms and conditions of this RFQ; (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 RFQ with terms and conditions materially different from those set forth here;
* to cancel this RFQ with or without issuing another RFQ;
* to extend the time period for responding to this RFQ.
* to solicit new Responses;
* to conduct personal interviews with any Respondent 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 contract execution if the PHDC determines that the Response does not conform to the specifications of this RFQ;
* to rescind a selection prior to contract execution if the PHDC determines that the specifications contained in this RFQ are not in conformity with law or that the process in selection of a Respondent or Response was not in conformity with law or with the legal obligations of PHDC;
* in the event a contract is awarded, the successful Respondent or Respondents shall procure and maintain during the life of the contract all required insurance coverages in the amounts to be determined prior to the award of any contract;
* in the event a contract is awarded, all applicants agree to perform their services as an independent contractor and not as an employee or agent of the PHDC;
* in the event a contract is awarded with PHDC, all applicants agree that no portion of performance of the contract shall be subcontracted without the prior written approval of PHDC; and
* each applicant agrees to indemnify, protect and hold harmless PHDC from any and all losses, injuries, expenses, demands and claims against PHDC or the City sustained or alleged to have been sustained in connection with or resulting from (i) the submission of the Response; (ii) the delivery by the Respondent 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 Response. Each Respondent 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 RFQ or subsequent contract.

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

# Attachments

### PHDC HOME IMPROVEMENT PROGRAMS REQUEST FOR QUALIFICATIONS CHECK LIST

The following attachments must be included as part of your qualifications. Responses with missing documents will be rejected. Use this form as a checklist to aid in the assembly of your qualifications. This form does not need to be returned.

FORMS SUPPLIED BY PHDC: The following documents must be completed by all contractors:

|  |  |
| --- | --- |
| 1. Cover Sheet | ( ) |
| 2. Subcontractor Information | ( ) |
| 3. References | ( ) |
| 4. Production Plan & Financial Demonstration (2 pgs.) | ( ) |
| 5. Solicitation & Commitment Form | ( ) |
| 6. Executive Order 2-95 Certification | ( ) |
| 7. Tax Status Certification Request | ( ) |
| 8. Conflict of Interest Statement | ( ) |
| 9. Statement of No Pending or Threatened Litigation | ( ) |
| 10. Anti-Lobbying Certification | ( ) |
| 11. Minimum Wage/Benefit Certification | ( ) |
| 12. W-9 | ( ) |
| 13. Campaign Disclosure Forms (18 pages) | ( ) |
| 14. Certification Form | ( ) |

SUPPORTING DOCUMENTS – ALL CONTRACTORS: The following documents must be submitted by all contractors.

1. Copy of Current Trade License or Contractor License ( )
2. Copy of Current Commercial Activity License ( )
3. Copies of Letters of Credit or bank statement showing cash on hand ( )
4. Copy of most recent Federal Tax Return

(signed or with electronic postmark) ( )

1. Copy of Lead Contractor Certification from the State of Pennsylvania ( )
2. Copy of Lead Supervisor and Lead Workers Certification ( )
3. Copy of PA Home Improvement Contractor Registration ( )
4. Subcontractor Qualifications (insurance certificate, trade license, tax status ( ) certification and references for each subcontractor)

SUPPORTING DOCUMENTS – NON-CURRENT CONTRACTORS: The following

documents must be submitted by contractors who have not contracted with PHDC in the last two

(2) fiscal years:

1. Articles of Incorporation and Bylaws; Certificate of Organization and ( ) Operating Agreement; Partnership Agreement; or Fictitious Name Registration
2. Resumes of owners and key staff ( )

**PHDC HOME IMPROVEMENT PROGRAMS – REQUEST FOR QUALIFICATIONS**

### COVER SHEET

FIRM NAME:

ADDRESS:

TELEPHONE: FAX:

CONTACT PERSON:

EMAIL (required) CELL/PAGER:

TYPE OF BUSINESS: Sole Proprietorship Partnership Corporation LLC FEDERAL EIN / TAX IDENTIFICATION NUMBER:

DATE OF INCORPORATION / ORGANIZATION / INITIATION:

COMMERCIAL ACTIVITY LICENSE # **(attach copy)** PHILA CONTRACTOR OR SPECIALTY LICENSE # **(attach copy)** PA HOME IMPROVEMENT CONTRACTOR # **(attach copy)**

PA LEAD ABATEMENT CERTIFICATION # **(attach copy)**

TOTAL STAFF: Administrative/Supervisory: Construction: Clerical:

TOTAL GROSS SALES FOR LAST COMPLETED FY (from IRS documents): $

MBE/WBE/DBE Certified? No Yes **(attach certification)**

MINORITY or FEMALE OWNED? Minority Female Both Neither

Have any of the company’s principal officers, partners, members or owners been indicted or convicted of a felony?

 No Yes (please explain circumstances and final disposition on a separate sheet) SIGNED: DATE:

PRINTED NAME & TITLE:

**HOME IMPROVEMENT PROGRAMS RFQ Contractor:**

### SUBCONTRACTOR INFORMATION

***Provide information for all proposed subcontractors to be used:***

Business Name: Trade:

Describe intended use of the subcontractor (trade, percentage of your contract)

List two largest customers from 2022/2023, other than PHDC (phone # must be included) Customer Contact Phone #

Include the following attachments:

 Insurance Certificate Trade License

Business Name: Trade:

Describe intended use of the subcontractor (trade, percentage of your contract)

List two largest customers from 2022/2023, other than PHDC (phone # must be included) Customer Contact Phone #

Include the following attachments:

 Insurance Certificate Trade License

*(make additional copies of this page as necessary)*

**HOME IMPROVEMENT PROGRAMS RFQ Contractor:**

### REFERENCES

Please list five references for **residential lead abatement** work completed **within the last year** in the City of Philadelphia, indicating property address, description of work, monetary value of work, contact person and telephone number for each job. PHDC will contact three by telephone. Please notify each reference of the possibility of PHDC calling. **Points will be deducted if reference is not notified of use as a reference**. **Individual properties must be listed.**

1. Name: Address & Phone: Type of Work: Date Completed: Dollar Amount: $
2. Name: Address & Phone: Type of Work: Date Completed: Dollar Amount: $
3. Name: Address & Phone: Type of Work: Date Completed: Dollar Amount: $
4. Name: Address & Phone: Type of Work: Date Completed: Dollar Amount: $
5. Name: Address & Phone: Type of Work: Date Completed: Dollar Amount: $

**HOME IMPROVEMENT PROGRAMS RFQ Contractor:**

### PRODUCTION PLAN

(enter number of projected completions for each month)

Your projections should be based on how many repairs in each trade applied for which you can reasonably accomplish each month given other commitments. PHDC will use your input to help decide contract sizes.

|  |  |  |  |
| --- | --- | --- | --- |
| **Trade** | **Average Cost for typical Philadelphia rowhome** | **# per month** | **$ per month** |
| Interim controls | $ |  |  |
| Abatement | $ |  |  |

Estimate the percentage of your work that will be for this contract for the above months:

How many field crews will you use for this contract?

Estimate average days between job assignment from PHDC and proceeding with work:

Estimate average days between starting job and job completion:

**HOME IMPROVEMENT PROGRAMS RFQ Contractor:**

### FINANCIAL DEMONSTRATION

NOTE: Resources described on this page must be substantiated with documentation submitted to PHDC. Acceptable documentation includes recent bank statements or lines of credit showing company name, date and available cash/credit. **Only show available amounts, not total credit lines.**

|  |  |
| --- | --- |
| **Source** | **Funds Available** |
| Cash (bank accounts) |  |
| Credit (bank, lending institutions) |  |
| Credit (suppliers) |  |
| Total |  |

### SOLICITATION and COMMITMENT FORM (BID)

MINORITY / WOMEN and DISABLED BUSINESS ENTERPRISES

|  |  |  |  |
| --- | --- | --- | --- |
| *Bid Number:* | *Name of Bidder:* |  | *Bid Opening Date* |
| *LIST BELOW ALL FIRMS THAT WILL BE UTILIZED IN THIS CONTRACT. PLEASE MAKE SURE THEY KNOW THEY WILL BE CALLED BY THE CITY TO CONFIRM THEIR PARTICIPATION. IF WHEN THE CITY CALLS THEY ARE NOT AWARE THEY HAVE BEEN LISTED ON THIS FORM IT WILL DELAY PROJECT APP* |
|  DBE  MBE  WBE  SEC.III | TYPE OF SUBCONTRACTWORK OR MATERIALS | DATE SOLICITED | COMMITMENT MADE | GIVE REASON(S)IF NO COMMITMENT |
| *BY PHONE* | *BY MAIL* | *YES* (GIVE DATE) | *NO* |
| *Company Name:* |  |  |  |  |  |  |
| *Address:* | *QUOTE RECEIVED* | AMOUNTCOMMITTED TO |
| *YES* | *NO* |
| *Contact Person: Phone #* |  |  | *Dollar amount $* |
|  |
| *MBE Certification #* | *Email address* | *Percent of Total Bid* |
|  | % |
|  DBE  MBE  WBE  SEC.III | TYPE OF SUBCONTRACTWORK OR MATERIALS | DATE SOLICITED | COMMITMENT MADE | GIVE REASON(S)IF NO COMMITMENT |
| *BY PHONE* | *BY MAIL* | *YES* (GIVE DATE) | *NO* |
| *Company Name:* |  |  |  |  |  |  |
| *Address:* | *QUOTE RECEIVED* | AMOUNTCOMMITTED TO |
| *YES* | *NO* |
| *Contact Person: Phone #* |  |  | *Dollar amount $* |
|  |
| *MBE Certification #* | *Email address* | *Percent of Total Bid* |
|  | % |
|  DBE  MBE  WBE  SEC.III | TYPE OF SUBCONTRACTWORK OR MATERIALS | DATE SOLICITED | COMMITMENT MADE | GIVE REASON(S)IF NO COMMITMENT |
| *BY PHONE* | *BY MAIL* | *YES* (GIVE DATE) | *NO* |
| *Company Name:* |  |  |  |  |  |  |
| *Address:* | *QUOTE RECEIVED* | AMOUNTCOMMITTED TO |
| *YES* | *NO* |
| *Contact Person: Phone #* |  |  | *Dollar amount $* |
|  |
| *MBE Certification #* | *Email address* | *Percent of Total Bid* |
|  | % |
|  DBE  MBE  WBE  SEC.III | TYPE OF SUBCONTRACTWORK OR MATERIALS | DATE SOLICITED | COMMITMENT MADE | GIVE REASON(S)IF NO COMMITMENT |
| *BY PHONE* | *BY MAIL* | *YES* (GIVE DATE) | *NO* |
| *Company Name:* |  |  |  |  |  |  |
| *Address:* | *QUOTE RECEIVED* | AMOUNTCOMMITTED TO |
| *YES* | *NO* |
| *Contact Person: Phone #* | 20 |  | *Dollar amount $* |
|  |
| *MBE Certification #*DBEMBEWBESEC.III | *Email address* | *Percent of Total Bid* |
|  | % |

### EXECUTIVE ORDER 2-95 CERTIFICATION NEIGHBORHOOD BENEFIT STRATEGY

Pursuant to Executive Order 2-95 issued by the Mayor of the City on January 31, 1995, each project sponsor, developer, or builder working on a housing or community development project that is funded by PHDC, DHCD or the Department of Commerce or their designees, whether such project is financed in part by HUD funds, certifies and covenants

* 1. That to the greatest extent feasible, opportunities for training and employment arising in connection with the planning, construction, rehabilitation and operation of housing assisted under such projects shall be given to persons of low and very low income residing in the areas of such projects; and
	2. That to the greatest extent feasible, contracts for work to be performed pursuant to such projects shall be awarded to business concerns including individuals or firms doing business in the field of design, architecture, including building construction, rehabilitation, maintenance, or repair, that are owned by, employ or otherwise provide economic opportunities to low or very low-income persons residing in the areas of such projects.

Furthermore:

1. Project sponsors, developers or builders receiving PHDC, DHCD or Department of Commerce funds for housing and community development projects are encouraged to establish a goal of employing low and very low-income neighborhood area residents at fifty percent (50%) or more of the aggregate number of new hires associated with these projects.
2. Project sponsors, developers or builders are encouraged to establish a goal of awarding fifty percent (50%) or more of the aggregate value of all construction contracts and service contracts associated with these projects to neighborhood area businesses.

These goals should not be construed as requirements, quotas, set asides, or a cap on hiring or contracting with low and very low-income individuals and businesses. However, the goals, if met, constitute a safe harbor for project sponsors, developers, and builders on the issue of compliance with this order.

Neighborhood Benefit Strategy certification is required by all project sponsors, developers or builders submitting qualifications in response to this Request. The respondent certifies and agrees that it is under no contractual obligation or other disability which would prevent it from complying with these requirements.

Date Signature

Title Name (type or print)

### TAX STATUS CERTIFICATION REQUEST

Taxpayer Name: Date:

Taxpayer Trading As:

Home Address:

Business Address:

1. Are you a Registered Taxpayer? Yes [ ] No [ ] If so, Philadelphia A/C #

Social Security Number

1. Identify all of your subsidiaries and affiliates:
2. Are you or any of your subsidiaries or your affiliates Yes [ ] No [ ] presently delinquent in any City of Philadelphia School

District Taxes, business taxes and/or other taxes? If so, what tax(es) and amount(s) owed:

1. Are you or any of your subsidiaries or affiliates Yes [ ] No [ ] presently delinquent in Water and Sewer Changes

and/or Philadelphia Gas Works Payments? If so, amount(s) owed:

1. Have you or any of your subsidiaries or affiliates Yes [ ] No [ ] been sued by the City of Philadelphia?

If so, list date(s) and nature of lawsuit(s):

1. Are you or any of your subsidiaries or affiliates Yes [ ] No [ ] involved in any other business activity? If so, list

company name 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 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 falsifications to authorities.

Name:

Signature: Date:

### CONFLICT OF INTEREST

Applicants for assistance involving Community Development Block Grant (“CDBG”) funds are required to comply with federal regulations regarding conflicts of interest. The regulations affect the following groups of people:

1. Employees, consultants and officers of the City of Philadelphia and its quasi-city agencies and departments;
2. Elected or appointed officials of the City of Philadelphia, the Commonwealth of Pennsylvania or the federal government of the United States; and
3. Employees, consultants or officers of any firm receiving CDBG program funds.

You must answer the following questions to determine if a conflict of interest exists:

* 1. Are you now, or have you been within the preceding year in one of the categories (a, b or c) described above?

Yes No

* 1. Is any member of your family or your spouse’s family now or have they been within the preceding year in one of the categories (a, b or c) described above? (Family members include spouses, parents, siblings and children.)

Yes No

* 1. Is any business associate (see prior definition) of yours now or have they been within the preceding year in one of the categories (a, b or c) described above?

Yes No

SIGNATURE: DATE:

TITLE: COMPANY:

### STATEMENT OF NO PENDING OR THREATENED LITIGATION

Other than as attached, there is no pending or threatened litigation, claim, consent order, settlement agreement, investigation, challenge or other proceedings being brought by applicant, and/or any business associate of applicant against the City of Philadelphia or any of its departments, its Division of Housing and Community Development (“DHCD”), the Philadelphia Housing Development Corporation (“PHDC”), the Philadelphia Land Bank (“PLB”), the

Philadelphia Redevelopment Authority (“PRA”) or the Philadelphia Industrial Development Corporation (“PIDC”).

A business associate includes, but may not be limited to: officers, directors, partners, employees, lenders, lessors, and consultants. Depending on the circumstances, business associates may also include shareholders, landlords, sellers of real estate, agents, representatives, subsidiaries, affiliates, or joint ventures. Applicants are encouraged to use a broad definition of “business

associate” when completing this and other questions where that term is used.

On an attached sheet, list the following information regarding any pending or threatened litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding: name(s) of parties, type of proceeding, claim, etc.; status of proceeding, claim, etc.

NAME (print):

TITLE:

COMPANY:

SIGNATURE:

DATE:

### 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 PHDC 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. § 4904 relating to unsworn falsification to authorities.

Witness Name:

Title:

### PHILADELPHIA CODE CHAPTER 17-1300 CERTIFICATION

MINIMUM WAGE / BENEFIT ORDINANCE

Section A: Gross Receipts

Contractor, certifies that Contractor’s gross receipts are:

 $1,000,000 per year or less (Skip to Signature line)

 in excess of $1,000,000 per year (Complete Section B)

Section B: Minimum Wage

Contractor certifies that all employees working on this PHDC program will be paid a minimum of $15.00 per hour, excluding benefits. Employees being paid less than $15.00 per hour should be listed below:

Employee Classification Hourly Rate

Signature Date

Printed Name & Title

**Philadelphia Housing Development Corp. (PHDC), Philadelphia Redevelopment Authority (PRA), Philadelphia Land Bank (PLB)**

### 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 of Housing Agency (PHDC, PRA, PLB) employee or official gave you any advice on ow 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:

* + Any 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:

* + An 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 fun-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 candidates 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 the 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, applicates 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 on 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 sub0-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 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 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, 2015 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 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, 2016, 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 is 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 for election at the time the contribution is received or the expenditure is made; or (2) taken the necessary action under the laws of the Commonwealth of Pennsylvania to qualify himselfor herself for nomination or election to such office. |
| Consultant | A person used by an applicant to assist in obtaining 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:* 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 agencies or approval of the City, including, but no 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 DistrictZones, 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 businesses 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 events 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? |  |  |
| 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.

***Date Initials***

**If Applying 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.

***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 “no-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? |  |  |  |
| 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-profitaffiliate 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 as 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 hasmade? |  |  |  |
| Has a political committee controlled by the business or any affiliate of the business made any contributions? |  |  |  |
| Has a political committee controlled by an officer, director, controllingshareholder, 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. |  |

***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.

***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 disclosure, is defined as an individual or business used by an applicant or contractors 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. |  |  |
|  |  |
| 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.

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| Has the Consultant made any contributions? |  |  |
| Has the Consultant solicited or served as an intermediary for any contribution? |  |  |
| 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 $3,00? |  |  |
| *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.

***Date Initials***

**Consultant: Individual Campaign Contribution Disclosure Form**

Use this form if the Consultant used is an Individual. For Relationship category, indicate whether the contributor was the Individual or a 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.

***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? |  |  |  |
| 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 Consultantbusiness 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? |  |  |  |
| 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 forany contributions? See note below. |  |  |  |
| Has the Consultant business or an affiliate of the business reimbursed another individual or business for a contribution that the individual or business asmade? |  |  |  |
| 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 individualor business has made? |  |  |  |
| Has a political committee controlled by the Consultant business or any 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-profitaffiliate of the Consultant business, made any contributions? |  |  |  |
| *Check here to certify that no contributions were made.* |  |

Note: Consultants must disclose all contributors 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

$3,000 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.

***Date Initials***

**Consultant: Business Campaign Contribution Donation 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 or Other.

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

***Date Initials***

### 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. |
| 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 |  |

***Date Initials***

### Employee Request Form

Please list any City of Housing Agency (PHDC, PRA, PLB) 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 of 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 |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Money, Services or Things of Value Requested |  |
| Money, Services or Things of Value Given (if none, write "none") |  |
| Date Requested |  |
| Date of Payment |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Money, Services or Things of Value Requested |  |
| Money, Services or Things of Value Given (if none, write "none") |  |
| Date Requested |  |
| Date of Payment |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Money, Services or Things of Value Requested |  |
| Money, Services or Things of Value Given (if none, write "none") |  |
| Date Requested |  |
| Date of Payment |  |

***Date Initials***

**Employee Participation Advice Disclosure Form**

Please list any City of Housing Agency (PHDC, PRA, PLB) employees or officers, employees/officers of the organization providing financial assistance who gave you (the Applicant) or any officer, director or management employee of the Applicant, or any person representing the Applicant.

|  |  |
| --- | --- |
| Click here to certify that no City of 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 year prior to the application deadline. |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Date of Advice |  |
| Individual or Business Recommended toSatisfy Participation Goals |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Date of Advice |  |
| Individual or Business Recommended toSatisfy Participation Goals |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Date of Advice |  |
| Individual or Business Recommended toSatisfy Participation Goals |  |
|  |  |
| Name of Employee/Officer, Title |  |
| Date of Advice |  |
| Individual or Business Recommended toSatisfy Participation Goals |  |

***Date Initials***

**Philadelphia Housing Development Corporation**

**Philadelphia Redevelopment Authority**

**Philadelphia Land Bank**

**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.

**CERTIFICATION**

I hereby declare that I have not used any position of influence to be selected to receive assistance under a city housing program. Further, I do hereby declare that I have filed the foregoing Qualifications and do hereby certify that the statements made in the foregoing application as well as in all forms and documents that are attached 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 18 Pa C.S.A. 4904, relating to unsworn falsification to authorities.

NAME (print):

TITLE:

COMPANY:

SIGNATURE:

DATE:

- 50 -

### EXHIBIT A

**Home Improvement Programs**

**CHANGE ORDER POLICY**

1. Change orders are submitted by the contractor, relying on his/her/its experience and expertise, to alter the original work order specifications prepared for changes necessary to address the work approved by PDHC.
2. ***All change orders must be authorized by PHDC prior to performing work*.** The contractor will not receive payment for unauthorized work and, in most cases, will not receive authorization after completing work.
3. The only exceptions to point # 2 are when the changes are required for the immediate health and safety of the client, or the changes are required by code. Even under these emergency conditions, the contractor must first obtain verbal or email approval from a PHDC assistant manager, manager, field supervisor or director and must submit a change order request the same day. The change order must indicate that verbal or email approval was obtained prior to change order being submitted and who gave the approval.
4. The contractor shall submit change order requests in the Contractor Portal. Requests must include the correct specification number (from the current Home Improvement Program Work Item Price List) and requested quantity.
5. PHDC will make every attempt to responding to all change order requests within three business days unless a fund-limit waiver is required. PHDC will strive to respond within one business day. Contractors will receive notice of response to change orders by email.
6. PHDC may authorize small and/or simple change orders without site visits. However, as part of PHDC’s responsibility to control costs and limit work to items prescribed by the program design, PHDC reserves the right to visit every site.
7. PHDC Inspectors have the right to deny contractor change order requests. Contractors have the right to appeal Inspector denials. Appeals should be addressed to the Inspector’s immediate Supervisor. In such cases the Supervisor and the Inspector will consult, and possibly visit the site together. The contractor *may* also attend. Supervisors have the authority to resolve differences between inspectors and contractors. PHDC will, again, strive to follow the guidelines of response, as explained in point # 3.
8. Change order approvals are only valid when approved by a PHDC Field Supervisor. Program Manager, Manager or Director. Field Supervisor reviews are to determine the change order request is within the scope of the original work order and the case is within budget to assure sufficient fund balance in the client grant.

### EXHIBIT B

**PHILADELPHIA HOUSING DEVELOPMENT CORPORATION** **("PHDC")**

**INSURANCE REQUIREMENTS**

The individual/entity seeking to enter into a contract with the PHDC (the "**Contract**") or who is entering into a contract with such individual/entity to perform any part of the Contract (collectively, the "**Contracting Party**") will procure and maintain during the entire period of the contract, which in no event shall be shorter than the term of the Contract, the insurance described below, unless longer periods are required to be maintained for a certain type of insurance policy. 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 Contractors Pollution and 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 PHDC 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, unless longer periods are required to be maintained for a certain type of insurance policy.

The Contracting Party will provide the PHDC 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 PHDC;
2. includes coverage for ongoing operations and completed operations;
3. Philadelphia Housing Development Corporation, 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 PHDC and all of 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 PHDC or between the PHDC and any other insured or additional insured under the insurance policies; and
6. no act or omission of the PHDC, 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 PHDC 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 PHDC.

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 reference must be included.

Certificates of Insurance must be addressed to: Philadelphia Housing Development Corporation, 1234 Market Street, 16th floor, Philadelphia, PA 19107.

PHDC reserves the right to request and obtain complete copies of the Contracting Party's insurance policies.

I. Insurance Review - Insurance requirements are subject to the periodic review by the PHDC. Any failure, actual or alleged, on the part of the PHDC 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 PHDC. The PHDC may require additional types of insurance or higher limits if, in its 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 the Contract 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 "Cross Liability" coverage or an endorsement for such coverage, name the PHDC, 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) (if applicable and could result from the scope of the services/work included in the Contract)

Elevators and/or Escalators (if applicable and within the scope of the services/work included in the Contract)

Explosion, Collapse and Underground Hazards (if applicable and could occur from the scope of the services/work included in the Contract)

* + - 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 and within the scope of the services/work included in the Contract)
		- No exclusion for residential construction with respect to the work to be completed by the Contracting Party (if applicable and within the scope of the services/work included in the Contract)
		- 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 (if applicable and within the scope of the services/work included in the Contract):

"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."
3. **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.

1. **Automobile Liability Insurance:** The policy shall name the PHDC, the City, and their respective officers, directors, employees and agents as **Additional Insured** andcover 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 PHDC 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.
1. **Excess/Umbrella Liability**: The minimum policy limit will be $2,000,000 for each occurrence and the annual aggregate amount and will follow form, including additional insured status, over the commercial general liability, automobile liability, and employer's liability insurance policies in accordance with the requirements specified above for each of those insurance policies.
2. **Professional Liability:** The minimum policy limit will be $5,000,000 per claim and aggregate.
* The definition of "Covered Services" shall include the services/work included in the Contract for which the Contracting Party is responsible.
* This insurance shall 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 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.
1. **Pollution Liability**: The minimum policy limit will be $5,000,000 for each claim and the annual aggregate.
* The policy must name the PRA, PHDC, the City, and their respective officers, directors, employees and agents as Additional Insured.
* A "Claims-Made" form may be acceptable if coverage cannot be obtained on an "Occurrence" form. The Contracting Party must submit a letter explaining why coverage on an occurrence basis cannot be obtained. If coverage is provided on a "Claims-Made" basis, 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.
* The policy must not exclude asbestos, lead, silica, mold/fungus, chlorinated solvents, oil, oil-related chemicals, petroleum, petroleum-related chemicals, diesel, diesel-related chemicals, gasoline, gasoline-related chemicals or any other environmental contaminant or pollutant, which may be encountered during construction or in the site investigation, exploration, testing, removal or cleanup.
* Coverage for hazardous materials in transit or at a waste disposal site must be included.
* Contractors Equipment coverage is required, if heavy equipment will be on-site.
* In lieu of providing a separate pollution liability insurance policy, coverage that satisfies this subsection c. may be endorsed to the commercial general liability or professional liability policies.
1. **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 $500,000 with the same limit per occurrence for privacy breach notification and credit monitoring.
* The policy shall name the PHDC, the City, and their respective officers, directors, employees and agents as Additional Insured.
1. **Fidelity Bond or Crime Insurance**: The minimum policy limit will be $500,000. The policy shall name the PHDC and its officers, directors, employees and agents as **Loss Payee**.
* The crime insurance policy shall cover employee dishonesty and theft and 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 also include coverage related to funds transfer fraud, computer fraud, employee fraud, and social engineering.