



# **Shallow Rent Program Request for Proposals (RFP)**

**April 7, 2025**

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The Philadelphia Housing Development Corporation ("PHDC") is pleased to issue this Request for Proposals (this "RFP") to owners and/or property managers (on behalf of owners) (each, a "Respondent", and collectively, the "Respondents") of affordable housing properties with income-restricted rental units that were built or substantially renovated with federal, state, or local subsidies (each, a "Property", and collectively, the "Properties"). PHDC is seeking Respondents who are interested in participating in a program (the "Shallow Rent Program") designed to provide monthly rent vouchers not to exceed \$500 per month ("Shallow Rent Vouchers") to tenants who are leasing income-restricted rental units in the City of Philadelphia (the "City") at rent levels that exceed 30% of their gross income.

## Program Description

Launched in May 2020, the Shallow Rent Program provides monthly rent vouchers of up to \$500 to tenants living in affordable rental units who are paying more than 30% of household income on rent. This amount subsidizes the "shallow" gap between 30% of tenants' monthly income and their cost of rent. Shallow Rent Vouchers are paid directly to participating affordable housing providers to reduce the monthly rental obligations of approved tenants.

To participate, affordable housing projects must be built or substantially renovated with federal, state, or local subsidies. Tenants must earn 50% or less of Area Median Income (AMI) and rent an affordable housing unit at a rental rate that exceeds 30% of their gross monthly household income. Selected, participating Respondents (in each case, a "Landlord") serve as liaisons between PHDC's Shallow Rent administrators and tenants. Each month, Shallow Rent Vouchers are paid directly to Landlords on behalf of approved tenants. Once received from PHDC, Landlords credit monthly Shallow Rent Vouchers to the approved tenants' rent ledger, reducing each tenant's monthly rental obligation.

## Application Process

### Submission Deadline

Respondents must submit a proposal ("Response") no later than **May 9, 2025, at 3:00 PM**; absolutely no Response will be accepted after this time.

### Questions & Requests for Additional Information

All questions and information requests must be directed in writing to [miranda.fortenberry@phdc.phila.gov](mailto:miranda.fortenberry@phdc.phila.gov) by 10 AM on April 21, 2025. Questions, responses, and additional information will be posted on the PHDC website within seven (7) business days.

### Related Parties

Respondents 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:

1. The Respondent or principal(s) thereof are the same as or substantially similar to any other Respondent or principal thereof; or
2. PHDC has determined that the Respondent has violated these conditions or the spirit of these conditions.

## Submission Process

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

1. Online submission through the electronic portal on PHDC's website <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:

Miranda Fortenberry, Senior Program Analyst

PHDC, 1234 Market Street, 17<sup>th</sup> Floor Philadelphia PA, 19107

## 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

RFP posted	April 7
Questions and requests for additional information due	April 21
Responses due	May 9
Commitment letters issued	May 30

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

## **Program Overview**

The Shallow Rent Program is designed to provide participating Landlords with rental assistance on behalf of specific Property tenants. Eligible tenants are households who, after all applicable federal, state, and local affordable housing subsidies, are paying a tenant portion of rent that exceeds 30% of their gross household income (each, a "**Cost Burdened Tenant**", and collectively, the "**Cost Burdened Tenants**").

## Available Funding

The City of Philadelphia's (the "**City**") Division of Housing and Community Development ("**DHCD**") has dedicated at least Two Million Five Hundred Thousand Dollars (\$2,500,000) to provide Shallow Rent Vouchers. DHCD seeks to continue this level of funding for up to three (3) years; however, this commitment is conditioned on the ongoing availability of funds.

## Subsidy Type

PHDC will provide Shallow Rent Vouchers to Landlords for Cost Burdened Tenants in an amount not to exceed the difference between the monthly rental amount set forth in the applicable lease between a Landlord and a Cost Burdened Tenant and 30% of the Cost Burdened Tenant's gross household income, up to Five Hundred Dollars (\$500) maximum per unit, per month (i.e. up to a maximum of Six Thousand Dollars [\$6,000] annually).

Shallow Rent Vouchers are not portable, meaning that they will only be issued to Landlords on behalf of Cost Burdened Tenants who have an active, enforceable lease agreement with such Landlords.

### Payments

PHDC will transfer Shallow Rent Voucher payments to Landlords monthly and shall discontinue payments for any tenant who no longer qualifies as a Cost Burdened Tenant. Landlords must be willing to accept ACH payments from PHDC.

### Eligible Respondents

Owners and authorized property managers on behalf of owners of Properties located within the City meeting the following criteria:

- Properties must be affordable housing properties with income-restricted rental units that were built or substantially renovated with federal, state, or local subsidies;
- Rental units must meet Housing Quality Standards (HQS);
- Monthly rent must be affordable to tenants with incomes at not more than 60% of AMI;
- All municipal taxes, including business taxes, real estate, school, water and sewer charges, if applicable, must be current; and
- Landlords must maintain the following insurance coverage:
  - Commercial general liability insurance;
  - Workers' compensation and employer's liability insurance;
  - Automobile liability insurance;
  - Property insurance (including flood insurance if in a flood zone); and • Crime insurance.

### Eligible Tenants

Tenants with gross household incomes at or below 50% of the Area Median Income (AMI) ("**Low Income**"); who, after all applicable federal, state, or local affordable housing subsidies, are paying a tenant portion of rent that exceeds 30% of their gross monthly household income; and who have an active lease agreement with the Respondent to rent a unit affordable at 60% AMI or lower.

### Form of Agreement

PHDC will enter into one (1) year Shallow Rent Voucher Agreements (each, a "**Voucher Agreement**") with the selected Respondent(s) that includes up to four (4) optional one (1) year term extensions, to be exercised upon agreement of the parties. The Voucher Agreement may be terminated by either party without cause with 60days' notice. Landlords, however, will be required to continue administering Shallow Rent Vouchers for the duration of each approved Cost Burdened Tenant's lease for the remainder of the term.

### Program Process

The implementation process for the Shallow Rent Program is as follows:

1. After PHDC has reviewed Responses, PHDC will issue letters to Respondents requesting:
  - a. Most recent Tenant Income Certification form for all Cost Burdened Tenants;
  - b. Proof of income for all Cost Burdened Tenants;
  - c. Current leases for all Cost Burdened Tenants; and
  - d. Most recent HQS Inspection Results for each Cost Burdened Tenant unit, verifying unit has met Housing Quality Standards in the last year ("**HQS Compliance**").
2. For units without acceptable HQS Compliance documentation, PHDC will schedule HQS inspections and issue a letter ("**Inspection Results Letter**") to Respondents that lists any deficiencies identified during the site visit. Respondents will be given thirty (30) days to remediate any deficiencies. PHDC will then reinspect the Property to confirm HQS Compliance.

3. Based on the results of the Tenant Income Certification and HQS Compliance documentation or HQS inspection(s), PHDC may issue a commitment letter to Respondents (a "**Shallow Rent Award Letter**") that outlines the amount of subsidy PHDC can provide to each Cost Burdened Tenant in the Property.
4. PHDC will issue a Shallow Rent Tenant Agreement for each Property ("**Cost Burdened Tenant Agreement**") that must be signed by each Cost Burdened Tenant and Landlord. The Cost Burdened Tenant Agreement will include, among other terms, the following:
  - a. A description of the Shallow Rent Program;
  - b. Cost Burdened Tenant requirements, including stipulations that:
    - i. Cost Burdened Tenants will provide Respondents with income documentation for as long as they receive a Shallow Rent Voucher;
    - ii. Cost Burdened Tenants will inform Respondents of all income, tenant, or family size changes pertinent to the Tenant Income Certification process;
    - iii. Cost Burdened Tenants will provide Respondents with adequate notice prior to vacating a unit.
  - c. Landlord requirements including stipulations that:
    - i. Landlord will not increase rents on units leased to Cost Burdened Tenants receiving Shallow Rent Vouchers without first receiving written approval from PHDC ("**Rent Increase Approval Memo**") at least 60 days prior to the desired effective date of the rent increase; and
    - ii. Landlord will notify PHDC thirty (30) days prior to:
      1. Taking any steps related to the eviction of Cost Burdened Tenants; and
      2. The execution of any changes or modifications to lease agreements, including but not limited to terminations, term extensions, or renewals.
    - iii. Respondent will notify PHDC within thirty (30) days if any Cost Burdened Tenant moves out, passes away, or is evicted.
  - d. Tenant contribution amount; and
  - e. The Shallow Rent Voucher amount.
5. If there are tenant income or occupancy changes in units leased to Cost Burdened Tenants benefiting from Shallow Rent Vouchers, including but not limited to evictions and lease modifications, PHDC may:
  - a. Increase or decrease the Cost Burdened Tenant's Shallow Rent Voucher amount;
  - b. Cease all future payments associated with that Shallow Rent Voucher; or
  - c. If tenant income or occupancy changes lead to unallocated Shallow Rent subsidy, PHDC may work with Respondent to enroll additional Cost Burdened Tenant(s) at any time until all available monthly subsidy has been allocated.
6. PHDC will review Tenant Income Certification forms and HQS Compliance annually. If proof of HQS Compliance is not provided, PHDC will conduct HQS Inspections annually.
7. Each Landlord shall provide an annual rent roll and ledger for its Cost Burdened Tenants to PHDC. The ledgers must clearly show that Shallow Rent Vouchers from PHDC have been appropriately allocated to each rental unit participating in the Shallow Rent Program.
8. **TENANT ASSOCIATIONS:** Each Landlord's participation in the Shallow Rent Program shall be expressly conditioned upon its recognition of and ongoing good faith interaction with any democratically established association, organization or union of tenants at a participating property. The terms of such recognition and interaction shall be more specifically set forth in the Voucher Agreement, Cost Burdened Tenant Agreement, and/or such other documentation as PHDC may require.
9. **DIRECT PAYMENT OF SHALLOW RENT VOUCHER FUNDS TO TENANTS:** If PHDC determines that a Landlord has breached its obligations under a Voucher Agreement, Cost Burdened Tenant Agreement or the governing Lease, PHDC may, in addition to any other remedies available to it, make payments of Shallow Rent Voucher funds directly to the applicable Tenant(s) for so long as such breach continues.

10. PHDC will solicit feedback from Landlords and will seek to improve this program in response to challenges and opportunities identified by Cost Burdened Tenants and Respondents throughout early implementation.

## Scope of Work

Respondents will apply for Shallow Rent Vouchers on behalf of Cost Burdened Tenants, which will include:

1. Identifying Cost Burdened Tenants renting units in Properties who are paying more than 30% of their monthly income on tenant portion of rent after all applicable federal, state, and local subsidies;
2. Providing copies of Tenant Income Certifications and proof of HQS Compliance to PHDC. This may include scheduling, attending, and following up on Intake Appointments with PHDC staff responsible for carrying out Tenant Income Certifications and scheduling, attending, and following up on HQS Inspections for units without proof of HQS Compliance;
3. Executing Shallow Rent Agreement with PHDC;
4. Executing Cost Burdened Tenant Agreements with Cost Burdened Tenants;
5. Receiving Shallow Rent Voucher payments and applying them to each Cost Burdened Tenant's rent ledger monthly;
6. Notifying PHDC within 30 days if any Cost Burdened Tenant terminates, extends, or renews their lease;
7. Notifying PHDC within 30 days if any Cost Burdened Tenant reports a change in income;
8. Notifying PHDC within 30 days if any Cost Burdened Tenant moves out, passes away, or is evicted;
9. Identifying additional Cost Burdened Tenants if Shallow Rent subsidy becomes available due to lease terminations, changes in income, move-outs, etc. Respondent must follow steps 1-4 above to enroll additional Cost Burdened Tenants;
10. Requesting a Rent Increase Approval Memo at least 60 days prior to any planned rent increase, if Respondents plan to increase the rent charged to tenants receiving a Shallow Rent Voucher; and
11. Submitting annual verification documents to confirm the application of Shallow Rent Vouchers to Cost Burdened Tenants' rent ledgers;
12. If Shallow Rent Vouchers are not applied to Cost Burdened Tenants' rent ledgers appropriately, correcting errors within 30 days;
13. If PHDC is not notified in a timely manner, returning any Shallow Rent subsidy paid for Cost Burdened Tenants who previously moved, passed away, terminated a lease, were not Cost Burdened, and/or were evicted to PHDC.

## Response Submission Requirements

Responses must include responses to each of the following prompts.

### Cover letter

Please provide a cover letter not to exceed two (2) pages that includes:

1. Organization name and address;
2. Federal EIN;
3. Primary point of contact for RFP:
  - a. Name;
  - b. Mailing address;
  - c. Phone number;
  - d. Email address;
4. List of each affordable housing property owned and/or controlled by the Organization, including:
  - a. Name and address of property;

- b. Names of firms, organizations, or legal entities that have an ownership interest in the project;
- c. Overview of any federal, state, and local subsidies committed to the development and operations of the project, as well as the general terms of those subsidies;
- d. Description of any associated tenant and unit compliance procedures associated with all applicable federal, state, and local subsidies committed to the development and operations of the project; and
- e. Any additional pertinent information Respondents wish to share about the Property or project.

### **Shallow Rent Voucher Tenant Application**

For each Cost Burdened Tenant that Respondents are applying on behalf of, populate the attached spreadsheet (**Attachment A**) with the following information:

**Property Worksheet:** For each affordable housing property owned and/or controlled by the Organization:

1. Property name;
2. Legal entity name;
3. Federal EIN;
4. Rental license number, status, and expiration date;
5. Administrative address;
6. Location address;
  - a. for scattered sites, list all addresses in the Scattered Sites worksheet;
7. Number of units;
8. Number of units currently receiving Shallow Rent subsidy;
9. Number of LIHTC units;
10. Number of Project Based Voucher units;
11. Number of HOME units;
12. Number of 60% AMI units; 13. Number of 50% AMI units; 14. Number of 40% AMI units;
15. Number of 30% AMI units;
16. Number of studio/efficiency units;
17. Number of 1 bedroom units;
18. Number of 2 bedroom units;
19. Number of 3 bedroom units; and
20. Number of 4+ bedroom units.

**Units Worksheet:** For each Cost Burdened Tenant unit:

1. Property name;
2. Legal entity name;
3. Unit number;
4. Number of bedrooms in unit;
5. Unit AMI designation;
6. Date of most recent HQS inspection;
7. Result of most recent HQS inspection (pass or fail);
8. Name of agency that conducted most recent HQS inspection;
9. Tenant (head of household) name;
10. Tenant (head of household) phone number;
11. Tenant (head of household) email address;
12. Tenant (head of household) race;



13. Tenant (head of household) ethnicity;
14. Tenant (head of household) gender;
15. Tenant (head of household) age;
16. Tenant (head of household) disability status;
17. Household size;
18. Number of children in the household;
19. Lease rent (before any rental subsidies are applied);
20. Monthly utility allowance;
21. Current source(s) of rental subsidy for the unit;
22. Full amount of rental subsidy provided for the unit;
23. Tenant portion of rent;
24. Date of most recent income certification or recertification;
25. Gross annual household income.

### Additional Attachments

1. Most recent rent roll;
2. Last three (3) months of delinquency balance reports;
3. Most recent property operations profit and loss (P&L) statement and balance sheet;
4. Most recent audit report;
5. Current rental license;
6. Current business license(s);
7. Shallow Rent Voucher Tenant Application Spreadsheet (**Attachment A**);
8. Tax Clearance and Conflict of Interest Form (**Attachment B**); 9. Campaign Contribution Disclosure Form (**Attachment C**); and
10. Insurance Requirements (**Attachment D**).

### **Evaluation & Selection**

PHDC intends to issue Shallow Rent Vouchers to Respondents who have applied on behalf of Cost Burdened Tenants considering the following priorities:

1. Prior participation in the Shallow Rent Program;
2. Ability to serve households that are at risk of being evicted due to:
  - a. Spending more than 50% of their gross income on housing ("**Severely Cost-Burdened**");
  - b. Income that does not exceed the higher of the Federal Poverty Level or 30% of Area Median Income ("**Extremely Low Income**"); or
  - c. Income does not exceed 50% of the Area Median Income ("**Low Income**");
3. Unit types and geography that align with existing housing priorities:
  - d. 3- and 4-bedroom units;
  - b. Accessible and visitable units;
  - c. Properties with under 25 units;
  - d. Properties serving seniors, large families, returning citizens, or homeless/special needs populations;

or

  - e. Properties in High Opportunity Areas and Census Tracts (**Attachment E**).

### **Events of Disqualification or Default**

Subsequent to the selection of Respondent(s), and before the execution of a Voucher Agreement, PHDC may treat any of the following as an event of disqualification or default:

1. Unilateral withdrawal by a selected Respondent;
2. Failure to proceed substantially in accordance with the Response as submitted;
3. Failure by a Respondent for any reason whatsoever to timely execute the Service Agreement when tendered;
4. Material misrepresentation, omission, or inaccuracy contained in any document submitted either as part of this RFP, or subsequent thereto; and/or
5. Failure to provide in a timely manner any additional materials required after selection.

Upon the happening of an event of disqualification or default by a Respondent, PHDC shall have the right, at its election, to:

1. Rescind its selection; or
2. Declare null and void a Voucher Agreement that may already have been executed.

## Declarations & Other Information

### Economic Inclusion

PHDC strongly encourages and promotes the employment of certified "**M/W/DSBE**" firms - defined as Minority Business Enterprises ("**MBE**"), Woman Business Enterprises ("**WBE**"), or Disabled Business Enterprises ("**DSBE**") in all aspects of its procurement of goods and services. If Respondent is a certified M/W/DSBE firm, please submit information to confirm certification as part of the Response.

### Tax Clearance & Conflict of Interest Form

Respondents, upon request of PHDC, must provide evidence satisfactory to PHDC that:

- All municipal taxes, including business, real estate, school, water and sewer charges, if applicable, are current for both the individual applicant and a Respondent's firm and neither is currently indebted to the City; and
- Respondent will not at any time during the term of the Voucher Agreement be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees, or other debts for which no written agreement or payment plan satisfactory to the City has been established.

Please complete the Philadelphia Tax Status Certification and Conflict of Interest form (**Attachment B**) and submit it with your Response.

### Campaign Contribution Disclosure Forms

Please complete the applicable disclosure forms and submit with your Response (**Attachment C**).

### Insurance Requirements

Please submit a certificate of insurance evidencing the required coverages as outlined in **Attachment D** with your Response. If, for any reason, you cannot comply with the insurance requirements, please provide the reasons for your inability to do so and PHDC will consider any deviations from the insurance requirements on a case-by-case basis.

### Terms & Conditions

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

1. To reject any and all Responses;
2. To supplement, amend, substitute, modify, or re-issue the RFP with terms and conditions materially different from those set forth here;

3. To cancel this RFP with or without issuing another RFP;
4. To extend the time period for responding to this RFP;
5. To solicit new Responses;
6. To conduct personal interviews with Respondent(s) to assess compliance with the selection criteria;
7. To request additional material, clarification, confirmation, or modification of any information in any and all Responses;
8. To negotiate any aspect of Responses, including price;
9. To terminate negotiations regarding any and all Responses at any time;
10. To expressly waive any defect or technicality in Responses;
11. To rescind a selection prior to execution of the Voucher Agreement if PHDC determines that such Response does not conform to the specifications of this RFP;
12. To rescind a selection prior execution of the Voucher Agreement if PHDC determines that the specifications contained in this RFP are not in conformity with law or that the process in selection of Responses were not in conformity with law or with the legal obligations of PHDC;
13. In the event a Voucher Agreement is awarded, the successful Respondent(s) shall procure and maintain, during the life of the Voucher Agreement, liability insurance in an amount to be determined prior to the award of any Voucher Agreement;
14. In the event a Voucher Agreement is awarded, all Respondents agree to perform their services as an independent contractor and not as an employee or agent of PHDC;
15. In the event a Voucher Agreement is awarded, all Respondents agree that no portion of performance of the Voucher Agreement shall be subcontracted without the prior written approval of the PHDC; and
16. Each Respondent agrees to indemnify, protect and hold harmless PHDC and the City 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) submission of a Response; (ii) the delivery by Respondents to PHDC of any documents or information; and (iii) any other conduct undertaken by the Respondents 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 RFP or subsequent contract.

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

**NOTICE: PHDC and/or the City reserve the right to disclose any information provided in your Response to this RFP to the public. Documents provided in your Response to this RFP may also be required to be disclosed by applicable law, subpoena, and/or court order.**

## Attachment D

### **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 noncontributory 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;
- 6) No act or omission of the PHDC, the City, or their respective officers, directors, employees or agents will invalidate coverage; and
- 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, 16<sup>th</sup> 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."

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

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

\$100,000 Each Accident Bodily Injury by Accident

\$100,000 Each Employee Bodily Injury by Disease

\$500,000 Policy Limit Bodily Injury by Disease

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

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

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

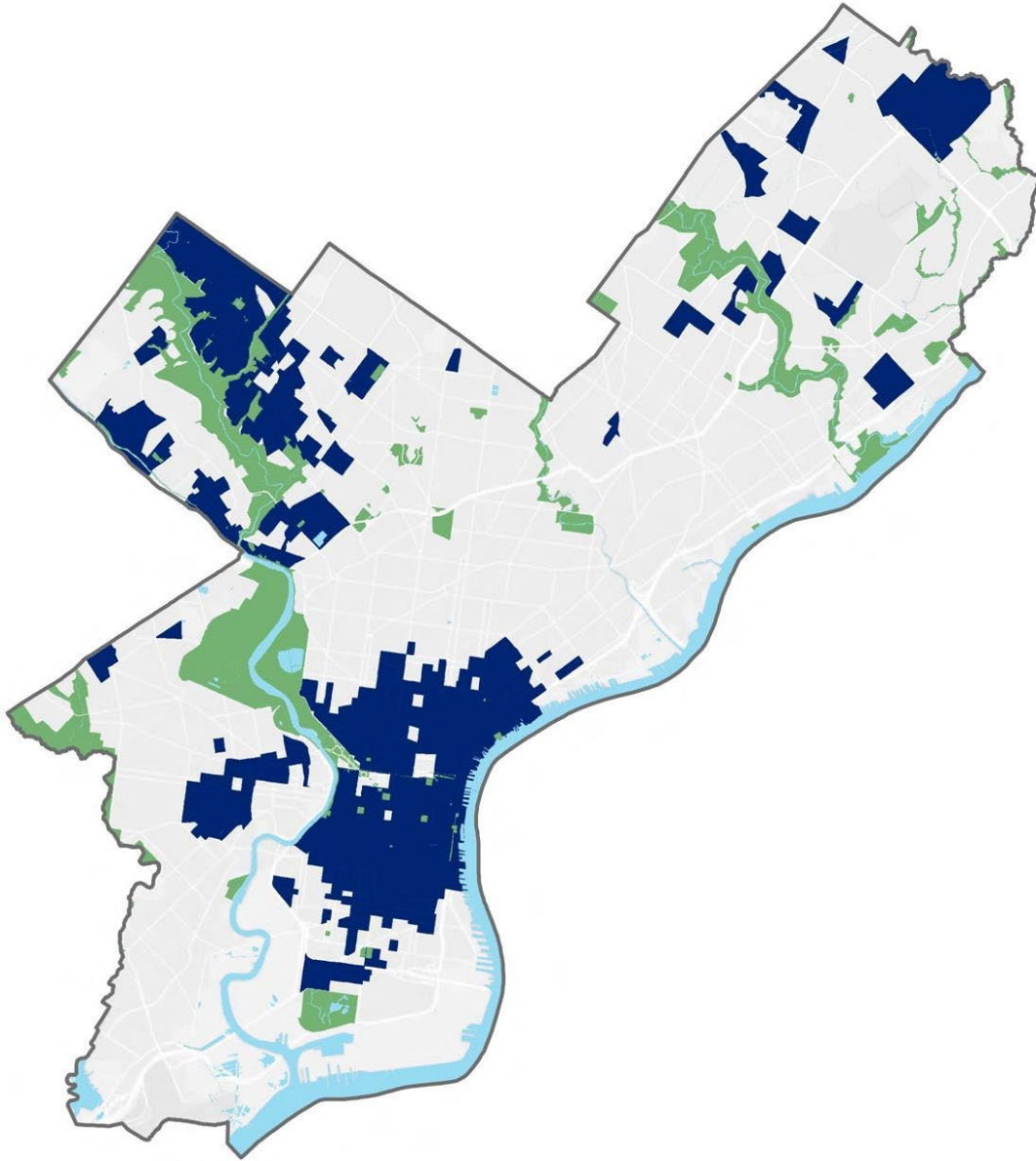
- For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS90 and ISO-9948
- Contractual Liability Coverage (including liability for employee injury assumed under a contract as provided in the standard ISO policy form)
- Coverage for all owned automobiles 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.

- d. **Property Insurance:** The policy must be on an ISO Special-All Risk Form. The limit provided must cover the replacement cost value of the property.
  - **The Contracting Party will also maintain flood insurance if the property is located in a flood zone.**
- e. **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.

## Attachment E

### High Opportunity Areas and Census Tracts







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