

REQUEST FOR QUALIFICATIONS

Separate sealed proposals will be received by the City of Scranton, 340 North Washington Avenue, Scranton, PA 18503 until 10:00 a.m. Thursday, December 2, 2021 at which time proposals will be opened in City Council Chambers and available for public viewing at www.youtube.com/user/electriccitytv570 for the following:

**CITY OF SCRANTON
SCRANTON SCHOOL DISTRICT
Request for Qualifications (RFQ)
Legal Assistance - Payroll Preparation Tax**

All proposals shall be in accordance with the provisions of the Request for Qualifications which may be obtained from the City of Scranton website at: www.scrantonpa.gov under the Business Tab and Open Bid Opportunities as labeled above. If you intend to submit proposals, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: jreed@scrantonpa.gov. If you fail to notify the Purchasing Clerk of your intent to submit proposals, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Sealed envelopes containing proposals will be received and identified by **“Proposal – RFQ – Legal and Consultative Assistance – Payroll Preparation Tax.”** All proposals will be submitted electronically to John Murray, City Controller for the City of Scranton via: <https://www.dropbox.com/request/Kyn5Gt> so as to arrive by the date and time specified above. The City will require a PDF document of the proposals.

All proposals must be accompanied by a certificate of insurance and signed affirmative action, non-segregated facilities, non-collusion and disclosure forms.

If you have any questions, please contact Lawrence D. West, Business Administrator for the City of Scranton via email only at: lwest@scrantonpa.gov as noted in the Request for Qualifications.

Lawrence D. West,
Business Administrator

**CITY OF SCRANTON
SCRANTON SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS**

I. GENERAL INFORMATION

A. PURPOSE

This Request for Qualifications (RFQ) provides interested parties with sufficient information to prepare and submit proposals for consideration by the City of Scranton and the Scranton School District for **legal assistance to implement and levy payroll preparation tax beginning from the 2022 collection year.**

B. ISSUING OFFICE

1. This RFQ is issued for the City of Scranton Business Administration Department. The issuing department is the sole point of contact for questions pertaining to this RFQ.

Proposals must be submitted electronically no later than 10:00 a.m. on Wednesday, December 1, 2021 to John Murray, City Controller for the City of Scranton via:

<https://www.dropbox.com/request/Kyn5Gt>

2. Proposals submitted electronically shall be identified as:

“Proposal – RFQ – Legal Assistance Payroll Preparation Tax”

3. Proposals will be handled confidentially by the City and School District during the pre-award process.
4. The proposal shall be binding for a period of ninety (90) days from the due date for submission.
5. The City of Scranton and the Scranton School District will not be responsible for any expenses incurred by a Proposer in connection with this procurement.

C. SCOPE OF SERVICES

The City and School District are collaborating to evaluate options to convert their existing Business Privilege and Mercantile Taxes to the Payroll Preparation Tax and are seeking a firm to provide comprehensive collection services.

Presently, the City and School District receive annual revenue from Business Privilege and Mercantile Taxes levied on businesses operating within City limits. The Business Privilege & Mercantile Tax (BPM) was born out of the Pennsylvania Local Tax Enabling Act of 1965. BPM taxes are based on gross receipts of retailers, wholesalers, and some services. Businesses that fall under the scope of

Payroll Preparation
 BPM include retail businesses; exempt businesses include manufacturers and financial firms. The City and School District presently collect, by and through its Single Tax Office, approximately \$2.5 million and \$7.3 million, respectively, in annual revenue. Payment is submitted on a quarterly basis. Approximately 200 businesses, excluding non-profit entities, are currently paying BPM taxes.

As authorized by 53 Pa. C.S.A. § 11701.123 of the Municipalities Financial Recovery Act (colloquially known as "Act 47") and 24 P.S. §6-689 (Act 30 of 2020), the City and School District, respectively, are authorized to convert BPM taxes to Payroll Preparation Taxes for the 2022 calendar year. This tax will be levied on a percentage of a business's total payroll and would broaden the tax base to include manufacturers and financial firms, who were previously exempt. Collections should be conducted on a quarterly basis.

The City and School District are seeking comprehensive legal and/or consultation services in connection with a conversion to Payroll Preparation Taxes, either jointly or individually. Any resulting contract award may be issued by the City and School District jointly, or individually by either entity.

Services shall include, but are not limited to:

- Provide general legal assistance and advice on implementation of the Payroll Preparation Tax;
- Assist with the onboarding of a firm to collect Payroll Preparation Taxes and coordinating required processes, functions;
- Prepare a Business Regulation guide, Quarterly Return, and related forms;
- Facilitate Business Education, Marketing, and Registration programs in a variety of mediums;
- Create and implement of an Appeals Process;
- Representation of a Board to adjudicate appeals; and
- Other related duties.

Proposals shall include in narrative form a proposed plan of action for implementation of the collection of Payroll Preparation Taxes beginning from the 2022 collection year. The plan shall include a detailed timeline for the initial start-up, planned date of full implementation based upon receipt of data, and completion of each phase of the collection plan. Time is of the essence in providing said services. The City must implement the program on or before January 1, 2022.

The successful bidder shall report weekly to the City and School District on the progress of the plan. Prior to the commencement of services, the City and School District and the successful bidder will agree on a reporting and timing format.

The following shall be included in any final negotiated agreement between the vendor/provider and the City and School District:

1. Vendor/provider shall work in cooperation with all City and School District departments and designees that are involved with the levy and collection of payroll preparation taxes.
2. Vendor/provider shall be required to provide legal advice as to compliance with laws regulating the manner, extent, methods and practices of tax collection in the

Commonwealth of Pennsylvania and in any other State where their collection activities may occur.

3. Vendor shall provide City and School District with a policy of insurance, bond, surety or cash escrow in an amount sufficient to indemnify and hold the City and School District harmless from any liability whatsoever, including attorney fees, for the actions or failure to act on the part of vendor/provider, its agents, representatives, employees, subcontractors or any other person acting at their direction.
4. Meet, as requested, with City and School District representatives in connection with the services provided pursuant to this RFQ.
5. This scope of services may be changed, altered or amended based upon the specific proposals received as determined necessary by the City and School District.

Requirements

The contractor will be required to provide the following deliverables:

1. Comply with the City and School District's objective to maintain a professional and constructive environment and communication while pursuing the collection of payroll preparation taxes.
2. Maintain good standing with all Federal, State and local regulatory agencies.
3. The contractor shall submit reports as requested by the City and School District. The reports and format standards will be approved by the City and School District and be delivered to the City and School District authorized representatives.

The following must be provided in all proposals:

1. A description of how the proposer will deliver the services, including how the proposer will ensure that deadlines are met. This description must be detailed and address all aspects of the scope of services specified in the RFQ.
2. Name, title, address, phone and fax numbers of the firm's principal contact person and proposed engagement person.
3. A description of firm size, history, and other pertinent information, including identification and resumes of all personnel, consultants and subcontractors who will participate if a contract is offered by the City.
4. The Proposer shall provide a fee structure based on the delinquencies collected. This fee structure shall be approved by City Ordinance and School Board Resolution, and all fees and costs charged to the City and taxpayers shall be limited to those approved by City Ordinance and School Board Resolution.
5. A description of two or more assignments, which best illustrate the proposer's current

qualifications relevant to the areas requested in this RFQ, including samples of work product (opinions/analysis) and/or testimony.

- 6. Three professional client references including names/titles, phone numbers and addresses.
- 7. Any additional information or description of resources and experience that, in the opinion of the proposer, supports its qualifications.
- 8. Summary documentation or matrix of staffing level and projected hours for each project task.

Proposers to this RFQ are expected to demonstrate an understanding of the services requested, the ability and experience necessary to perform such tasks, and a plan for providing the services within the estimated budget and work schedule. The City and School District reserve the right to require additional information and/or clarification of any information submitted from any of the applicants.

EVALUATION CRITERIA AND WEIGHTING

Upon receipt by the due date of responses to this RFQ by qualified proposers, the City and School District will evaluate same for completeness and adherence to the provisions of the RFQ. A selection review group will evaluate all proposals submitted in response to this RFQ based on the following areas and weighting, and the City and School District shall give consideration to the review group's evaluation in selecting a contractor:

Weighting

Specialized experience and technical competence	25%
Proposal quality and ability to meet schedules and deadlines	25%
Ability to provide comprehensive reporting	25%
Hourly Rate of Fees	25%

D. QUESTIONS

Any questions regarding this RFQ should be directed to the Scranton Business Administrator by email to:

Lawrence D. West
lwest@scrantonpa.gov

All questions must be received by 2:00 p.m. on Tuesday, November 23, 2021. Inquiries received after November 23, 2021 will not receive responses.

No telephone calls with questions will be taken.

E. ADDENDUM

To ensure consistent interpretation of certain items, answers to questions the City and School District deem to be in the interest of all will be made available to all respondents.

Responses to questions will be issued in the form of an Addendum to the RFQ.

F. PUBLIC OPENING

Sealed proposals will be opened and made available for public viewing at:

www.youtube.com/user/electriccitytv570 on Wednesday, December 1, 2021 at 10:00 a.m.

II. GENERAL CONDITIONS

A. No verbal information to Proposers will be binding on the City or School District. The written requirements will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the RFQ will be made in the form of a written communication emailed to all prospective Proposers. The communications shall then be part of the RFQ.

B. Submission of a proposal will be considered as conclusive evidence of the Proposer's complete examination and understanding of the request.

The City of Scranton and the Scranton School District reserve the right to reject any and all proposals submitted and to request additional information from any Proposer. The City of Scranton and the Scranton School District reserve the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton and the Scranton School District. The City and the Scranton School District may elect, at their sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more Proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, the City and School District may elect, at their sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. Proposals may be rejected and negotiations terminated by the City and/or School District. The award will be based on the offers submitted, as well as any and all negotiations conducted. The City and School District further reserve the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of the City and School District.

C. The award will be made to that responsive and responsible Proposer whose proposal, conforming to requirements of the RFQ, will be most advantageous to the City and School District. The following factors will be considered: experience of the Proposer, whether the Proposer is in compliance with City of Scranton and Scranton School District tax requirements and laws, whether Proposer is in compliance with federal and state laws, responses received from Proposer's references, resources and ability of Proposer to complete the work, whether Proposer has performed any other contract with the City in an acceptable manner, and any other factors deemed relevant by the City and School District.

D. The City and School District shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the RFQ. In case such deductions or

additions are made, an equitable price adjustment shall be made between the City, School District, and the Proposer. Any such adjustments in price shall be made in writing.

E. After notice from the City and/or School District, the selected Proposer will be required to enter into a contract with the City within 60 days of the Notice of Award. The contract will be for a period of three (3) years, and the City and School District will have the right to automatically renew the contract in annual increments by so informing the Proposer no later than 60 days before the expiration of the contract. The contract will include all the provisions of this RFQ, and any other terms deemed appropriate by the City and School District.

F. Proposals must be in typewritten form. Unsigned proposals will not be accepted. Proposers are expected to examine the content of the request and respond accordingly. Failure to do so will be at the Proposer's risk.

G. No proposal will be accepted from, or contract awarded to any person, firm or corporation that is in arrears or is in default to the City or School District upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or School District or who had failed to faithfully perform any previous contract with the City or School District.

H. Unless otherwise specified, all formal proposals submitted shall be binding for ninety (90) calendar days following the bid opening date and may be extended at the agreement of both parties.

I. CONTRACT TERMINATION

Any contract awarded by the City and/or School District in response to this RFQ may be cancelled by the City and/or School District by giving the Proposer 60 days written notice of intent to cancel.

By submitting a proposal, Contractor agrees that in the event of contract termination, expenditures related to collection will cease within five (5) days of contract termination notification. Information pertaining to any outstanding collections will be furnished to the city within ten (10) days of the agreed contract termination. The City and School District will reimburse authorized collection costs and fees within twenty (20) days of receipt of delinquent payments.

J. COMPLIANCE WITH LAWS

The firm selected shall always observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the performance of the contract.

K. CONTRACTOR COMPLIANCE

If applicable, each respondent is required to be in compliance with the City of Scranton and Scranton School District local tax requirements. **No proposal will be accepted from any person, firm or corporation that is delinquent on City or School District taxes.**

L. CONTROLLING LAW

This RFQ is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of law provisions.

M. PROPOSAL INSURANCE REQUIREMENTS

The Successful Proposer, at the time of execution of the contract, shall also furnish the City and School District with insurance certificates of adequate limits, as later indicated, to protect the City of Scranton and Scranton School District, their agents, and employees from any litigation involving Worker's Compensation, Public Liability and Property Damage, involved in the work. All subcontractors must also furnish copies of their liability insurance and Worker's Compensation Insurance certificates to the City and School District. No subcontractor will be allowed to perform any work under this contract by the City unless such certificates are submitted to and approved by the City and School District beforehand.

Worker's Compensation and Public Liability and Property Damage Insurance

The status of the Proposer in the work to be performed is that of any independent Proposer and as such, he shall properly safeguard against any and all injury or damage to the public, to public and private property, materials and things, and as such he alone shall be responsible for any and all damage, loss or injury to persons or property that may arise, or be incurred, in or during the conduct or progress of said work without regard to whether or not the Proposer, subcontractors, agents, or employees have been negligent, and the Proposer shall keep the City and School District free and discharged of and from any and all responsibility and liability therefore of any sort or kind. The Proposer shall assume all responsibility for risks or casualties of every description, for any or all damage, loss or injury to persons or property arising out of the nature of the work from the action of the elements, or from any unforeseen or unusual difficulty, including all legal defense costs incurred by the City and School District. The Proposer shall assume and be liable for all blame and loss of whatsoever nature by reason of neglect or violation of any Federal, State, County or Local laws, regulations, or ordinances; the Proposer shall indemnify and save harmless the City and School District from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City and School District, produce evidence of settlement of any such action before final payment shall be made the City. Proposer's Liability Insurance Certificate shall include the save harmless clause and shall be filed with the City and School District.

The Proposer shall maintain such insurance as will protect the proposer from claims under worker's compensation acts and from claims for damages because of bodily injury, including death, and property damage, which may arise from and during operations under this Contract, whether such operations be by himself, by any subcontractor or anyone directly, or indirectly employed by either of them. Proposer's liability insurance shall be in the names of the Proposer and the City and School District as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Reading as additionally insured. Certificates of such insurance shall be filed with the City.

The minimum amount of liability insurance to be maintained by the Contractor during the life of the contract shall be as follows:

City of Scranton
Scranton School District
Legal Assistance
Payroll Preparation

Comprehensive General Liability – for bodily injury and property damage – including any liability normally covered by a general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the annual aggregate.

Professional Liability – in minimum amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Prior to commencement of performance of this Agreement, Contractor shall furnish to the City and School District a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Reading, its elected officials, agents, and employees as additional insureds under the Comprehensive General Liability coverage, and providing that no policies may be modified or cancelled without thirty (30) days advance written notice to the City and School District. Such certificate shall be issued to City of Scranton, Law Department, 340 North Washington Avenue, Scranton, PA 18503. All policies shall be in effect with companies holding an A.M. Best rating of “A-” or better and shall be licensed to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City and School District.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City and School District a copy of their Certificate of Insurance for Worker’s Compensation and liability for bodily injury and property damage.

N. BIDDER’S ETHICS AND COLLUSION

Collusive Bidding: Any firm that submits more than one proposal in such a manner as to make it appear that one of the proposals submitted is competitive with that of a different Proposer, or any two or more firms that agree to fix their respective proposals in such a manner as to be awarded the contract shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Bribery: Any firm that attempts to influence a City or School District official to award this contract to such Proposer’s firm by promising to provide or by providing to such City or School District official any gratuity, entertainment, commission or any other gift, in exchange for a promise to award the contract to such firm shall be disqualified from further consideration of award of this contract and shall be subject to any applicable penalties under the law.

Conflict of Interest: Any firm that knows of any City or School District official having a material direct or indirect financial interest in such Proposer’s firm shall be required to submit a written statement, along with the Form of Proposal, detailing such interest. Failure to disclose a known such financial interest shall result in the firm’s disqualification from further consideration of award of this contract.

O. INDEMNIFICATION

This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

P. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of the City is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by the City or School District or the City or School District's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law. The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to the City or School District's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or Proposer requested in an invitation to bid or request for proposals to demonstrate the bidder's or Proposer's economic capability.

Q. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

R. REFERENCES

As a requirement for consideration, proposals must include at least three (3) references, including contact information, who can attest to the attributes of the Proposer.

S. AFFIDAVITS

The following affidavits are required by the City of Scranton and the Scranton School District:

1. Affirmative Action Certificate
2. Certificate of Non-Segregated Facilities
3. Non-Collusion Affidavit
4. Disclosures by current contractors

Attachment A. Affirmative Action Certification

During the term of this contract, Bidder agrees as follows:

- (1) Bidder shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, sex or handicap. Bidder shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, sex or handicap. Such affirmative action shall include, but is not limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Bidder shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provision of this affirmative action certification.
- (2) Bidder shall, in advertisements or requests for employment placed by it or on its behalf, state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex or handicap.
- (3) Bidder shall send each labor union or workers' representative with which it has a collective bargaining agreement to other contract or understanding, a notice advising said labor union or worker's representative of its commitment to this affirmative action certification. Similar notice shall be sent to every other source of recruitment regularly utilized by bidder.
- (4) It shall be no defense to a finding of noncompliance with this affirmative action certification that bidder has delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the bidder was not on notice of the third-party discrimination or made a good faith effort to correct it, such a factor shall be considered in mitigation in determining appropriate sanctions.
- (5) Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so bidder will be unable to meet its obligations under this affirmative action certification, bidder shall then employ and fill vacancies through other affirmative action employment procedures.
- (6) Bidder shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of bidder's

noncompliance with affirmative action certification of this contract or with any such laws, this contract may be terminated or suspended, in whole or in part, and bidder may be declared temporarily ineligible for further City of Scranton contracts, and other sanctions may be imposed, and remedies invoked.

- (7) Bidder shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the City of Scranton Department of Business Administration, for purposes of investigation to ascertain Compliance with the provision of this certification. If bidder does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the City of Scranton Department of Business Administration.
- (8) Bidder shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.
- (9) Bidder shall include the provisions of this affirmative action certification in every subcontract, so that such provisions will be binding upon each subcontractor.
- (10) Bidder's obligations under this clause are limited to the bidder's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

DATE: _____

(Name of Bidder)

BY _____ TITLE _____

Attachment B. Certificate of Non-Segregated Facilities

The bidder certifies that he does not maintain or provide for his employees and segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal opportunity clause in any contract resulting from acceptance of his bid. As used in this certification, the term "segregated Facilities," means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certifications from proposal sub-contractors for specific time periods) he will obtain identical certifications from proposed sub-contractors prior to the award of sub-contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. §1001.

DATE: _____

(Name of Bidder)

BY _____ TITLE _____

Attachment C. Non-Collusion Affidavit of Prime Bidder

STATE OF _____ COUNTY

OF _____

_____,
being first duly sworn, deposes and says that:

1. He is _____ (Owner, par
of _____, the Bidder that has
submitted the bid.

- 2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3. Such Bid is genuine and is not a collusive or sham Bid;
- 4. Neither the said Bidder nor any of its officers, partners, owners, agents, Representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, or to Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Scranton (Local Public Agency) or any person interested in the proposed Contract; and;
- 5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

Non-Collusion Affidavit Signature Page

Signed _____

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____
_____, 20_____

(TITLE)

MY COMMISSION EXPIRES _____
_____, 20_____

Attachment D. Disclosures by Current Contractors

1. Provide the names and titles of all individuals providing professional services to the City of including advisors and subcontractors, if any. After each name, please provide the responsibilities of that person with regard to the professional services provided to the City of Scranton.
 - List the names of any of the above individuals who are current or former officials or employees of the City of Scranton and their position.
 - List the names of any of the above individuals who has been a registered federal or state lobbyist and the date of the most recent renewal/registration.
2. Since January 1, 2011, have any of the individuals identified in the first bullet of item No. 1 above been employed by the City of Scranton? If yes, please identify the individual by his/her name and position with the City of Scranton and dates of employment.
3. Since January 1, 2011, has the Contractor employed paid compensation to a third-party intermediary, agent, or lobbyist to directly or indirectly communicate with any individual on the list of municipal officials in connection with any transaction or investment involving the Contractor and the City of Scranton? This question does not apply to any officer or employee of the Contractor who is acting within the scope of the Contractor's standard professional duties on behalf of the Contractor including the actual provision of legal, accounting, engineering, real estate, or other professional advice, services or assistance pursuant to its professional services contract with the City of Scranton.
4. Since January 1, 2011 has any agent, officer, director, or employee of the Contractor solicited a third party to make a political contribution to any municipal official or candidate for municipal office in the City of Scranton or to the political party or political committee for whom the solicitation was made? If yes, please identify the agent, officer, director, or employee who made the solicitation; the individual or individuals who were solicited, and the municipal officers, candidates, political party, or political committee for whom the solicitation was made.
5. Since January 1, 2011, has the contractor made any Contribution to a municipal official or candidate for municipal office in the City of Scranton. If yes, please identify the recipient, the amount, and the date of the contribution.
6. Does the Contractor have a direct financial, commercial, or business relationships with any individual on the List of Municipal Officials? With regard to every municipal official for which the answer is yes, identify that individual and provide a detailed written description of that relationship.
7. Since January 1, 2011, has the Contractor conferred any gift of more than nominal value to any individual on the List of Municipal Officials? A gift includes money, services, loans, travel, and

entertainment, at value or discounted value. With regard to every municipal official for which the answer is yes, identify the recipient, the gift, and the date it was conferred.

8. Did the Contractor make political contributions that meet all of the following four criteria: (i) The contribution was made at any time since January 1, 2011; (ii) the contribution was made by an officer, director, executive-level employee, or owner of at least five percent (5%) of the Contractor; (iii) the amount of the contribution was at least \$500.00 in the form of either a single contribution by an officer, director, executive-level employee or owner of at least five percent (5%) or the aggregate of all contributions by all officers, directors, executive-level employees, and owners of at least five percent (5%) and (iv) the contribution was made to a candidate for any public office in the Commonwealth of Pennsylvania or to an individual who holds that office, or to a political committee of a candidate for public office in the Commonwealth of Pennsylvania or of an individual who holds that office. If yes, then the Contractor shall provide the following information: the name and address of the contributor, the contributor's relationship to the Contractor, the name and office or position of each recipient, the amount of the contribution, and the date of the contribution.
9. Regarding the provision of professional services to the City of Scranton, are you aware of any conflicts of interest, whether apparent, potential, or actual, with respect to any officer, director, or employee of the Contractor and officials or employees of the City of Scranton? If yes, please provide a detailed written explanation of the circumstances which you believe provide a basis to conclude that an apparent, potential, or actual conflict of interest may exist.
10. Please provide the name(s) and person(s) completing this form. One of the individuals identified by the Contractor in paragraph two must participate in completing this form and must sign the verification statement below.

VERIFICATION

I, _____, hereby state that I am _____
for _____, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Disclosure Forms for entities providing professional services to the City of Scranton are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 P.A.C.S section 4904 relating to unsworn falsification to authorities.

Signed: _____ Date: _____