

## REQUEST FOR QUALIFICATIONS

Separate sealed qualifications will be received by the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until 10:00 a.m. on Monday, March 21, 2022 at which time such proposals will be opened in City Council Chambers and made available for public viewing at: [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570) for the following:

### CITY OF SCRANTON Request for Qualifications (RFQ) Financial Advisory Services

All qualifications shall be in accordance with the Request for Qualification (RFQ) specifications which may be obtained by visiting the City of Scranton website at: [www.scrantonpa.gov](http://www.scrantonpa.gov) under the Business Tab and Open Bid Opportunities as labeled above. If you intend to submit qualifications, you are required to notify Julie Reed, Purchasing Clerk for the City of Scranton via email at: [jreed@scrantonpa.gov](mailto:jreed@scrantonpa.gov). If you fail to notify the Purchasing Clerk of your intent to submit qualifications, you will not receive any Addenda or answers to any questions that may be submitted by other proposers.

Qualifications will be received and identified by “RFQ – Financial Advisory Services.” All qualifications will be submitted electronically to John Murray, City Controller for the City of Scranton via: <https://www.dropbox.com/request/il1QH09x31PVkU6yPzeh> so as to arrive by the date and time specified above. The City of Scranton will require a PDF document of all qualifications.

Qualifications **must** be accompanied by a Certificate of Insurance and signed Affirmative Action, Non-Segregated Facilities, Non-Collusion Affidavit and Disclosure Forms.

If you have any questions, please contact Lawrence D. West via email at: [lwest@scrantonpa.gov](mailto:lwest@scrantonpa.gov) as noted in the Request for Qualifications.

Lawrence D. West  
Business Administrator

**CITY OF SCRANTON  
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 for **Financial Advisory Services**.

**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.
2. The sealed qualifications must be submitted electronically no later than 10:00 a.m. on March 21, 2022 to John Murray, City Controller for the City of Scranton via:

<https://www.dropbox.com/request/il1QH09x31PVkU6yPzeh>

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

**C. SCOPE OF SERVICES**

**Introduction**

The City of Scranton is seeking proposals from qualified firms/individuals for financial advisory services to assist with all matters related to the existing debt of the City of Scranton, and any matters pertaining to debt issuance contemplated by the City and any and all initiatives related to existing or prospective City of Scranton debt.

The successful bidder shall provide assistance with the overall management of City of Scranton debt and provide consulting services regarding all City of Scranton initiatives related to existing and contemplated debt issues, which will include any activity related to component unit debt.

**Length of Contract**

A four (4) year contract with the possibility of a four (4) year extension in accordance with the terms, conditions and specifications in this RFQ will be awarded to the successful bidder.

## **1. Scope of Services**

The Financial Advisor will provide the following services:

- a. Analyze the existing debt structure and provide recommendations related to financing alternatives available to the City of Scranton, taking into consideration factors including the City's borrowing capacity, financing needs, reporting requirements and other such factors deemed important;
- b. Recommend a plan of issuance for current and future debt obligations of the City of Scranton that will include all matters related to the debt structure and strategies associated with such debt;
- c. Assist in the reporting requirements of the City of Scranton related to current and future debt obligations;
- d. Assist with City of Scranton initiatives regarding the appointment of a single source paying agent for all City of Scranton debt and a review of existing trustee relationships;
- e. Advise of current market conditions and any information relative to market data which might be expected to influence the issuance of City of Scranton debt;
- f. Organize and oversee the mechanisms related to the financing team, including but not limited to initiatives involving the appointment of a single source paying agent for City of Scranton debt, and a thorough review of all relationships associated with City of Scranton debt;
- g. Work with Council on proposed transactions or any initiatives related to existing obligations, including assisting bond counsel in the financial advisory aspects of appropriate legal proceedings and documents;
- h. Assist in the preparation of any and all documents, including the Preliminary Official Statement and Official Statement of equivalent document as the particular transaction may require;
- i. Assist with the City of Scranton initiative to improve the City's credit rating and develop a strategy to influence such improvements;
- j. Assist the City of Scranton with the improve and preserve its relationships with the commercial and investment banking communities;
- k. Make recommendations related to obtaining municipal bond insurance, liquidity facilities, and other forms of credit enhancement and develop presentations as necessary;
- l. Attend the meetings of the governing bodies of the issuer, staff, and other representatives as requested;
- m. Coordinate the debt issuance with any and all parties related to the sale and delivery of City of Scranton debt obligations;

## **1. Experience**

Please detail your experience in Financial Advisory Services.

The successful bidder shall have at least ten (10) years of Local Government Financial Advisory Services and shall maintain active securities licenses in conjunction with Municipal Securities

Rulemaking Board and Securities and Exchange Commission regulations. The successful bidder shall also have assisted City governments in the Commonwealth of Pennsylvania with any of the above described services.

Please provide references related to advisory services provided to City government in the Commonwealth of Pennsylvania.

Proposers must have offices located within Pennsylvania prior to issuance of this RFQ.

Proposers shall provide resumes of all qualified personnel that will undertake any assignment in this process.

## **2. Fees and Expenses**

Please detail your Fees and Expenses associated with the provision of your responsibilities on an attachment to the Proposal response. The City of Scranton will not provide any office space and the bidder must indicate their office arrangements

## **3. Minimum Qualifications**

The bidder is to make a statement that the minimum qualifications as set forth in this RFQ are met and shall specifically detail each component of the minimum qualifications. Failure to meet minimum qualifications will result in rejection of the proposal.

- a. The bidder will have a focus on providing services as a financial advisor and will not be associated with an investment bank;
- b. The bidder will maintain an office in the Commonwealth of Pennsylvania;
- c. The bidder will have experience with municipalities in the Commonwealth of Pennsylvania;
- d. The bidder will be a registered Financial Advisor with the Municipal Securities Rulemaking Board and the Securities and Exchange Commission;
- e. The bidder will have experience working with rating agencies including, but not limited to, Fitch, Standard and Poor's and Moody's;
- f. The bidder will have a demonstrated ability to communicate with municipal institutional investors;
- g. The bidder will have experience in the sale/lease of municipal assets.

## **4. Staff Qualifications**

Please provide resumes of staff that will be assigned to this project.

## **5. Other Information**

Any additional information that the bidder considers pertinent for consideration should be included in this section.

## **6. Proposals**

The proposals submitted to the City of Scranton shall also include the following:

A statement of assurance will be provided that the prospective bidder is not currently in violation of any regulatory rules and regulations that may have any impact on its operations.

A statement that the prospective bidder is not involved in any current litigation with the City.

Proposals will be confidential until the Financial Advisor is selected and a contract is executed.

#### D. EVALUATION CRITERIA AND WEIGHTING

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

##### Weighting

Specialized experience and technical competence	50%
Proposal quality and ability to meet schedules and deadlines	25%
Fees	25%

#### E. QUESTIONS

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

Lawrence D. West  
[lwest@scrantonpa.gov](mailto:lwest@scrantonpa.gov)

All questions must be received by 2:00 p.m. on Thursday, March 17, 2022. Inquiries received after 2:00 p.m. will not receive responses.

No telephone calls with questions will be taken.

#### F. ADDENDUM

To ensure consistent interpretation of certain items, answers to questions the City deems 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.

#### G. PUBLIC OPENING

Sealed proposals will be opened publicly on Monday, March 21, 2022 at 10:00 a.m. and made

available for public viewing at: [www.youtube.com/user/electriccitytv570](http://www.youtube.com/user/electriccitytv570).

## II. GENERAL CONDITIONS

A. No verbal information to Proposers will be binding on the City. 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 reserves the right to reject all proposals submitted and to request additional information from any Proposer. The City of Scranton reserves the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of the City of Scranton. The City may elect, at its 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 may elect, at its 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. The award will be based on the offers submitted, as well as all negotiations conducted. The City further reserves the right to reject all proposals and seek new proposals when such procedure is in the best interest of the City.

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. The following factors will be considered: experience of the Proposer, whether the Proposer is in compliance with City of Scranton 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.

D. The City 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 and the Proposer. Any such adjustments in price shall be made in writing.

E. After notice from the City, the selected Proposer will be required to enter into a contract with the City within 30 days of the Notice of Award. The contract will be for a period of four (4) years, and the City will have the right to automatically renew the contract for another four (4) year term by so informing Proposer no later than 60 days before the expiration of the contract. The contract will include all of the provisions of this RFQ, and any other terms deemed appropriate by the City.

F. Proposals must be in typewritten form. 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 upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to the City or who had failed to faithfully perform any previous contract with the City.

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 in response to this RFQ may be cancelled by the City 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 will reimburse authorized collection costs and fees within twenty (20) days of receipt of delinquent payments.

#### J. COMPLIANCE WITH LAWS

The firm selected shall at all times 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 local tax requirements. No proposal will be accepted from any person, firm, or corporation that is delinquent on City 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 with insurance certificates of adequate limits, as later indicated, to protect the City of Scranton, its 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. 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 beforehand.

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 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. 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 from all suits or actions at law of any kind whatsoever in connection with this work and shall if required by the City, 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.

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 as their respective interests may appear. Each policy and Certificate of Insurance shall contain an endorsement naming the City of Scranton 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:

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 a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Scranton, 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. 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.

Please forward a certificate of insurance verifying these insurance requirements.

All subcontractors performing work under this contract must furnish to the City 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 official to award this contract to such Proposer's firm by promising to provide or by providing to such City 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 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 the City'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'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; a
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 two (2) 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:

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, partner, officer, representative or agent)

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: \_\_\_\_\_