

# CONTRACT

This contract entered into this \_\_\_\_ day of \_\_\_\_\_ 2021 effective from  
January 1, 2022 to December 31, 2022 by and between the City of Scranton, 340 North  
Washington Avenue, Scranton, PA 18503, hereinafter called "Scranton" and

KOST TIRE DISTRIBUTORS, INC  
925 SOUTH STATE STREET  
CLARKS SUMMIT, PA 18411  
PHONE NO. (570) 586-3078

hereinafter called "Contractor".

## WITNESSETH:

WHEREAS, Scranton desires the Contractor to perform certain work and services in  
accordance with the terms and conditions hereinafter set forth and the Contractor is ready,  
willing and able to perform such work and services.

NOW THEREFORE, in consideration of the promises contained herein and the promises  
each to the other made, the parties do agree and intend to be legally bound as follows:

### ARTICLE I - CATEGORY OF WORK AND SERVICES

The work and services to be performed by Contractor shall be in the general fields of  
providing new tires for city owned vehicles. The Contractor hereby covenants, contracts and  
agrees to furnish Scranton with:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2022 THROUGH DECEMBER 31, 2022  
PER THE ATTACHED BID PROPOSAL AND SPECIFICATIONS

Said services to be furnished and delivered in strict and entire conformity with Scranton's  
Specifications marked as Exhibit "A" attached hereto and incorporated herein by reference  
thereto and the Bid Proposal submitted by Kost Tire Distributors, Inc. dated October 5, 2021  
attached hereto marked as Exhibit "B" and incorporated herein by reference thereto. Said Bid  
Proposal and Specifications are hereby made part of this Agreement as fully and with the same  
effect as if set forth at length herein.

### ARTICLE II - GENERAL

(1) In the performance of the work and services hereunder, the Contractor shall act solely  
as an independent contractor, and nothing contained or implied shall at any time be so construed  
as to create the relationship of employer and employee, partnership, principal/agent, or joint  
adventurer as between Scranton and the Contractor.

(2) Failure of either party to enforce any of its rights hereunder shall not constitute a  
waiver of such rights, or of any other rights hereunder

ARTICLE III - FEES

Said services to be furnished and delivered in strict and entire conformity with the Bid Proposal and Specifications attached hereto. Said Bid Proposal and Specifications are incorporated herein by reference as though set forth at length.

Scranton agrees to pay the Contractor for furnishing the above services if said services are provided in full compliance with the terms and conditions of this Contract to the satisfaction and approval of the Business Administrator. Such approval shall not be unreasonably withheld. The terms and conditions of this contract are set forth herein and may be supplemented by any attachments or exhibits incorporated herein by reference.

ARTICLE IV - INDEMNIFICATION

The Contractor shall indemnify, defend, and hold harmless Scranton from and against any and all claims and actions, based upon or arising out of damage to property or injuries to person or other acts caused or contributed to by Contractor or anyone acting under the Contractor's direction or control or on the Contractor's behalf in the course of the Contractor's performance under this contract.

ARTICLE V - INSURANCE

- (1) Contractor represents that it now carries, and agrees it will continue during the term of this Contract to carry, at a minimum: Workers' Compensation, Comprehensive General and Contractual Liability, and Professional Liability Insurance in the following amounts:

Table with 2 columns: TYPE OF INSURANCE and LIMITS OF LIABILITY. Rows include Workers' Compensation, Employer's Liability, Professional Liability, Comprehensive General Liability (including Blanket Contractual Liability Insurance), Bodily Injury, Property Damage, Personal Injury, Comprehensive Automobile Liability, Bodily Injury, and Property Damage.

- (2) Certificates of all insurance provided by the Contractor shall be available for Scranton's review and will be furnished to Scranton if requested. Such copies of certificates shall include the following:

- (a) Name of insurance company, policy number, and expiration data;
(b) The coverage required and the limits on each, including the amount of deductibles or self-insured retentions (which shall be for the account of the

- Contractor);
- (c) A statement indicating Scranton shall receive thirty (30) days notice of cancellation or significant modification of any of the policies which may affect Scranton's interest;
  - (d) A statement confirming Scranton has been named an additional insured (except for Worker's Compensation) on all policies; and
  - (e) A statement confirming that Scranton, its agents and employees, have been provided a waiver of any rights or subrogation, which the Contractor may have against them.

#### ARTICLE VI: TERMINATION OF CONTRACT

If through any cause the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or in the event of violation of any of the covenants contained herein, or in the event of violation of the laws applicable to implementation of the project contemplated by this Agreement, or in the event of misuse of funds, mismanagement, criminal activity or malfeasance in the implementation of this Agreement, Scranton shall thereupon have the right to terminate this Agreement by giving written notice to the CONTRACTOR specifying the effective date of termination. Said notice shall be given in writing to the CONTRACTOR and will be effective upon receipt by the CONTRACTOR. In such an event, all project records, unused grant monies, and such amounts as may have been expended contrary to the terms of this Agreement shall be returned to the Scranton.

#### ARTICLE VII: DEFAULT

In the event of a default by Contractor under this Agreement, the defaulting party then shall reimburse the non defaulting party for all costs and expenses incurred by the non defaulting party in connection with the default, including without limitation, court costs and attorneys fees at the trial level and on appeal.

#### ARTICLE VIII: JURISDICTION

This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania and all obligations hereunder are to be performed in Lackawanna County, Pennsylvania. Jurisdiction over the subject matter and performance of this Agreement is therefore vested in the Lackawanna County Court of Common Pleas.

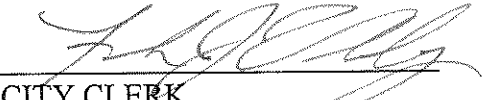
#### ARTICLE IX - ENTIRE AGREEMENT

This contract constitutes the entire agreement between Scranton and Contractor. It supersedes all prior contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter thereof and if it has been induced by no representations, statements, or agreements other than those expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract is entered into under and subject to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, approved March 7, 1901, its supplements and amendments, and the liability of the City of Scranton herein limited to the amount appropriated for the same and subject to the Section 6-13 of the Administrative Code of the City of Scranton which limits payments of money out of the City Treasury to appropriations made by the Council.

IN WITNESS WHEREOF the parties hereto have, in due form of law, caused this agreement to be executed the day and year first above written.

ATTEST:

  
CITY CLERK

BY:   
MAYOR

DATE: 11/1/21

DATE: 10/29/2021

COUNTERSIGNED:

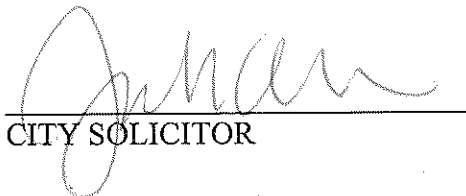
  
CITY CONTROLLER

  
DIRECTOR, DEPARTMENT OF PUBLIC WORKS

DATE: 11/1/2021

DATE: 11/15/21

APPROVED AS TO FORM:

  
CITY SOLICITOR

DATE: 27 Oct 21

KOST TIRE DISTRIBUTORS, INC.

  
BY:

TITLE: CFO Controller

DATE: 11-26-21




DEPARTMENT OF PUBLIC WORKS

101 WEST POPLAR STREET • SCRANTON, PENNSYLVANIA 18508 • PHONE: 570-348-4180 • FAX: 570-348-0197

Date: October 20, 2021

Subject: City of Scranton  
New Tire Contract

To: Joseph O'Brien, Esquire  
City Solicitor

From: Tom Preambo   
Director Department of Public Works

This is to inform you that we intend to award Kost Tire & Auto Service the contract for Tires. Kost Tire & Auto Service was the lowest bidder. The contract is effective 1/1/2022 thru 12/31/2022.

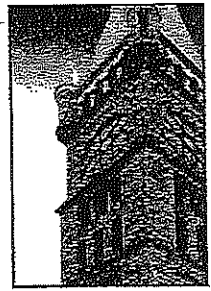
Please prepare the necessary contracts.

Thank you for your cooperation in this matter.

Cc: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Ms. Julie Reed, Purchasing Clerk  
Mr. Larry West, Business Administrator

Department of Business Administration

City Hall  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4118  
Fax: (570) 348-4225



SCRANTON

October 7, 2021

Mr. Thomas Preambo  
DPW Director  
101 W. Poplar Street  
Scranton, Pa. 18508

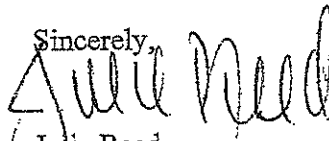
Dear Mr. Preambo,

This is to inform you that bids were opened Thursday, October 7, 2021 in Council Chambers for New Tires for City Owned Vehicles for 1/1/2022 thru 12/31/2022. Attached is the copy of the bid submitted by the following company:

**KOST TIRE & AUTO SERVICE**

After your review of the bid, please inform the Law Office of your decision so they may call for a contract or reject said bid.  
Thank you for your cooperation in this matter

Sincerely,

  
Julie Reed  
Purchasing Clerk

Encls.

CC: Mr. John Murray, City Controller  
Mr. Frank Voldenberg, City Clerk  
Mr. Joseph O'Brien Esq., City Solicitor  
↓ File

Department of Business Administration



City Hall  
340 North Washington Avenue  
Scranton, Pennsylvania 18503  
Tel: (570) 348-4118  
Fax: (570) 348-4225

RECEIVED

SEP 07 2021

LAW DEPT.

SCRANTON

September 6, 2021

Mr. Thomas Preambo  
Department of Public Works  
101 W. Poplar Street  
Scranton Pa, 18508

Dear Mr. Preambo,

This is to inform you that bids will be opened in Council Chambers on Thursday, October 7, 2021 at 10:00 A.M. for the following:

New Tires for City Owned Vehicles  
For The Period  
January 1, 2022 thru December 31, 2022  
AS PER SPECIFICATIONS

Attached, please find an Invitation to Bidders, Proposal Blank and Specifications.

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Julie Reed". The signature is written in a cursive, flowing style.

Julie Reed  
Purchasing Clerk

CC: Mayor Paige Cagnetti  
Mr. John Murray, City Controller  
Mr. Frank Voldenberg, City Clerk  
Mr. Joseph O'Brien, City Solicitor  
File

CITY OF SCRANTON

INVITATION TO BID

Separate sealed bids will be received by the Office of the City Controller for the City of Scranton, 340 North Washington Avenue, Scranton, Pa. 18503 until Thursday, October 7, 2021 at 10:00 A.M. at which time they will be read aloud in City Hall Chambers for the following:

**NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2022 THRU DECEMBER 31, 2022  
AS PER SPECIFICATIONS**

All bids shall be in accordance with the 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 a bid, 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 a bid, you will not receive any Addenda or answers to any questions that may be submitted by other bidders.

Each bidder shall enclose a cashier's check, certified check, or bid bond in the amount of \$500.00, as a guarantee to keep its offer open until the City accepts or rejects same and as to the successful bidder until the required surety bond is furnished. A cashier's check and/or an official bank check are acceptable. The successful bidder, within ten (10) days of the notification of the award shall be required to furnish a surety bond in the amount of \$1000.00 as a guarantee to furnish services as specified. The contract shall be awarded to the lowest, most responsible bidder; however, the City of Scranton reserves the right to reject any or all bids of any bids submitted.

Envelopes containing bids must be plainly marked and identified as "New Tires for City Owned Vehicles" specifying material contained in the bid and mailed to John Murray, Office of the City Controller, 340 North Washington Avenue, Scranton, Pa., 18503 so as to arrive at the office by the date and time first specified above. If you are hand delivering the bid, you must contact the City Controller's Office at 570-348-4125 to come down and accept your sealed bid upon entering City Hall. The paper copy of your bid will be the time-stamped official submission.

All bids must be accompanied by signed affirmative action, non-segregated facilities, non-collusion affidavit and disclosure forms.

Lawrence D. West  
Business Administrator



PROPOSAL  
BLANK

THE UNDERSIGNED DOES HEREBY DECLARE THAT THEY HAVE CAREFULLY EXAMINED THE ATTACHED BIDDING DOCUMENTS, AND HEREBY PROPOSES TO FURNISH THE CITY OF SCRANTON WITH THE FOLLOWING AS SPECIFIED AND DELINEATED WITHIN THESE DOCUMENTS:

NEW TIRES FOR CITY OWNED VEHICLES  
FOR THE PERIOD  
JANUARY 1, 2022 THRU DECEMBER 31, 2022  
AS PER SPECIFICATIONS

SEE ATTACHED SPEC. SHEET  
PRICE PER TIRE

ACCOMPANYING THIS BID IS A CERTIFIED CHECK, CASHIER'S CHECK AND/OR BID BOND NUMBER FOR THE AMOUNT OF \$ 500.00 AND WILL SERVE AS A GUARANTEE TO KEEP ITS OFFER OPEN UNTIL THE CITY ACCEPTS OR REJECTS THE SAME, AND AS TO THE SUCCESSFUL BIDDER, UNTIL THE REQUIRED SURETY BOND (PERFORMANCE) IS FURNISHED.

IF THE UNDERSIGNED IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL FURNISH (WITHIN TEN (10) DAYS OF AWARD), A SURETY BOND IN FAVOR OF THE CITY OF SCRANTON FOR THE AMOUNT OF \$ 1000.00

IT IS THE UNDERSTANDING OF THE UNDERSIGNED THAT THE CITY OF SCRANTON MAY REJECT ANY OR ALL BIDS, OR ANY PORTION OF ANY BID FOR THE ABOVE CONTRACT.

THE UNDERSIGNED GUARANTEES THAT IF IT IS THE SUCCESSFUL BIDDER, AND IS AWARDED THE AFOREMENTIONED CONTRACT, IT WILL DELIVER THE GOODS OR SERVICES AS SPECIFIED ON THE BID SPECIFICATION SHEET.

ROBERT J STAVKA JR CPA  
PRINT/TYPE NAME OF BIDDER

DATE 10-05-21

[Signature]  
SIGNATURE OF BIDDER

STATE WHETHER INDIVIDUAL  
PARTNERSHIP OR CORPORATION

COMPANY NAME: KOST TIRE DISTRIBUTORS INC

CORPORATION

ADDRESS: 925 S STATE ST  
CLARKS SUMMIT PA 18411

IF INCORPORATED, UNDER THE LAWS  
OF WHAT STATE?

PA

TELEPHONE NO: 570-596-3078

**NEW TIRES FOR CITY OWNED VEHICLES  
SPECIFICATIONS AND PRICE PER TIRE**

12R22.5 Radial Rib/Steer - 16 ply 21/32	\$ 239-	PER TIRE	
315/80R22.5 Radial Rib/Steer - 20 ply 21/32	\$ 299-	PER TIRE	
315/80R22.5 Radial/Rib/Drive - 20 ply 21/32	\$ 319-	PER TIRE	
385/65R22.5 Radial Rib Steer - 18 ply 20/32	\$ 319-	PER TIRE	
11R22.5 Radial Rib/Steer - 14 ply 19/32	\$ 254-	PER TIRE	
11R22.5 Radial Lug/Drive - 14ply 26/32	\$ 289-	PER TIRE	
12R22.5 Lug Tires - 16ply 28/32	\$ 340-	PER TIRE	
12.5/80 - 18 Backhoe Front	\$ 220-	PER TIRE	
19.5L - 24 Backhoe Rear	\$ 480-	PER TIRE	
20.5R - 25 Loader Radial 2 Star	\$ 1150-	PER TIRE	
215/75/R17.5 New Trailer	\$ 149-	PER TIRE	
950/16.5 Chippers	\$ 68-	PER TIRE	
10.00 - 16 SL Brush Hog Front	\$ 97-	PER TIRE	
18.4 - 34 Brush Hog Rear	\$ 569-	PER TIRE	
14.17 - 5 Backhoe Front	\$ 240-	PER TIRE	
16.9 - 28 Backhoe Rear	\$ 530-	PER TIRE	
225 - 70 19.5 Ford 550's & New Brooms	\$ 109-	PER TIRE	
12 - 16.5 Skid Steer Loader -10 ply	\$ 129-	PER TIRE	
235 - 55 - 17 "T" Rated- Snow	\$ 84-	PER TIRE	
235 - 55 - 17 "T" Rated-All Seasons	\$ 83-	PER TIRE	
LT225/75R16 Radial M & S -10 ply	\$ 89-	PER TIRE	
LT235/85R16 Radial M & S - 10 ply	\$ 102.50	PER TIRE	
P235/75R15 Radial M & S SL	\$ 75.00	PER TIRE	
LT245/75R16 Radial M & S 10 PR	\$ 94-	PER TIRE	
245/65R17 Radial M & S SL	\$ 84-	PER TIRE	
225/60R17 Radial "T" Rated- All Seasons	\$ 69-	PER TIRE	
245/65R17 Radial M & S SL	\$ 84-	PER TIRE	
425/65R22.5 Radial Steer 20 PR	\$ 429-	PER TIRE	
8 - 14.5 LPT 14 PR	\$ 62-	PER TIRE	
*225/60R1 6 Radial All Seasons "T" Rated	\$ 88.38	PER TIRE	
*265/70R1 7 Radial M & S SL	\$ 127.78	PER TIRE	
*245/55R18 Speed Rated (at least V Rated)	\$ 144.43	PER TIRE	
*LT275-65-18	\$ 194.59	PER TIRE	
11R24.5 Radial/Rib/Drive 16 ply 21/32	\$ 331-	PER TIRE	
Mounting Charges-Medium duty and heavy duty	\$ Medium 20-	PER TIRE	Heavy duty 50-
Scrap Tire Charge	\$ P/LT 3-	PER TIRE	medium 10-
Reconditioning/Painting Rims	\$ 35-	PER TIRE	

**ALL ROADSIDE SERVICE MUST BE ON A 24 HOUR A DAY, 365 DAYS A YEAR BASIS.**

**TIRES MUST BE AVAILABLE UPON DEMAND.**

**TIRES MUST BE EQUAL OR BETTER GRADE AS PER BID SPECIFICATIONS, (EXAMPLE - "T" RATED TIRE MUST BE "T" RATED TIRE).**

**\*\* DUE TO THE NUMEROUS TIRE SPEC'S, THE CONTRACT WILL BE AWARDED ON AN AVERAGE TO LOWEST MOST RESPONSIBLE BIDDER\*\***

**\*DENOTES GOODYEAR TIRE BRAND ONLY**

### 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 insure 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 received 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 procedutes.
- (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: 10-05-21

KOST TIRE DISTRIBUTORS INC  
(Name of Bidder)

BY [Signature]

TITLE CPA CONTROLLER

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: 10-05-71

KOSTIGE DISTRIBUTORS INC  
(Name of Bidder)

BY [Signature]

TITLE CPA CONTROLLER

10-27-71  
THE ASSISTANT ATTORNEY GENERAL  
10-27-71  
10-27-71

Non-Collusion Affidavit of Prime Bidder

STATE OF PENNSYLVANIA

COUNTY OF LACKAWANNA

ROBERT J STAVLSKA, being  
first duly sworn, deposes and says that

1. He is CPA CONTROLLER  
(Owner, partner, officer, representative or agent)

of KOST TIRE DISTRIBUTORS INC, 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

[Signature]

Signed \_\_\_\_\_

CPA - Controller

(TITLE)

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 6 DAY OF October  
2021

Robert J. Stavish, Jr.

CPA - Controller  
(TITLE)

MY COMMISSION EXPIRES  
7/31, 2024

Commonwealth of Pennsylvania - Notary Seal  
LAURA A. MATYJEVICH, Notary Public  
Lackawanna County  
My Commission Expires July 31, 2024  
Commission Number 1104421

Laura A. Matyjevich

### 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 paragraph two 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 the 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, ROBERT J STAVISH JR, hereby state that I am CAA - CONTROLLER  
for KOSTER DISTRIBUTAL INC, and am authorized to make this verification.

I verify that the facts set forth in the foregoing Act 44 Disclosure Form 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: 10-25-21