

SOLICITATION ADDENDUM

Date: **3/1/2021**
Subject: **Bond Counsel RFP**
Solicitation Number: **OGC-2021-06**
Due Date/Time: **March 5, 2021 @ 4:00 pm EST**
Addendum Number: **1**

To All Suppliers:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specifications, or instructions of a procurement solicitation (e.g., Invitation for Bids or Request for Proposals).

The Issuing Office received the following questions regarding the above-referenced RFP and provides the following responses.

Q.1. If Offeror is awarded the bond work pursuant to the RFQ, would the scope of representation be limited only to PASSHE and its member schools for purposes of conflicts of interest such that Offeror would not need to seek conflict waivers in order to be adverse to other departments served by the Pennsylvania Governor’s Office of General Counsel?

A.1. The Conflict Waiver Procedure which is part of every OGC legal services contract (bond and otherwise) and its attendant clarification, which is attached to this Addendum, as set forth by former General Counsel Denise Smyler – which has not been changed since her departure – would apply.

Q.2. Are you able to provide us with the most current list of VBEs that provide legal services?

A.2. An offeror may contact BDISBO for assistance in searching the Supplier Search database for VBE firms.

Q.3. Is this bond counsel RFP for the PASSHE pool or for a specific deal?

A.3. This bond counsel RFP is for the specific deal outlined below:

- Name of underlying borrower entity: State System of Higher Education
- Estimated size of the financing: \$150,700,000
- Underwriter/Senior Banker: Competitively Bid
- Timeframe for the financing: Bond Pricing June 14, 2021; Project closing June 29, 2021
- Anticipated use of proceeds: Acquisition of housing located on Millersville University campus from Student Services, Inc., an affiliated entity of Millersville University.



*** If you asked a question, and do not see your question listed, please let me know right away so we can get you a response as soon as possible.**

Except as clarified and amended by this Addendum, the terms, conditions, specifications, and instructions of the solicitation and any previous solicitation addenda, remain as originally written.

Respectfully,

Name: Mrs. Jordan M. Kiessling
Title: Issuing Officer
Phone: 717-346-8110
Email: jkiessling@pa.gov



COMMONWEALTH OF PENNSYLVANIA
GOVERNOR'S OFFICE OF GENERAL COUNSEL

January 29, 2016

To the Law Firms Retained by the Office of General Counsel

Dear Counsel:

We are sending you this notice to clarify the scope of the attorney-client relationship (and its attendant conflicts issues) when a firm enters into a Contract for Legal Services with a Commonwealth agency represented by the Office of General Counsel ("OGC"). When entering into a Contract for Legal Services with a specific Commonwealth agency, your firm is forming an attorney-client relationship only with that agency, and not with other executive agencies as that term is defined in the Commonwealth Attorneys Act, 71 P.S. § 732-101, *et seq.* (such other executive agencies are hereinafter collectively referred to as "Other Agencies"). In the event that your firm wishes to represent a client adverse to an executive agency that your firm also represents under a Contract for Legal Services, your firm is required to obtain a waiver in accordance with the OGC's conflict waiver procedures – updated most recently in January 2015, and enclosed herein for your convenient reference - as they may be amended from time to time and otherwise comply with Rule 1.7 and Rule 1.9 of the Pennsylvania Rules of Professional Conduct (the "Rules").

Unless your firm provides legal services to Other Agencies pursuant to a Contract for Legal Services, your firm shall not be restricted in providing representation to clients that are adverse to Other Agencies in unrelated matters, provided that (a) the Governor is not a defendant; (b) such other representation does not involve an important Administration issue as may be determined by the General Counsel, or might otherwise adversely affect the professional relationship between your firm and the Administration; and (c) your firm otherwise complies with Rule 1.7 and Rule 1.9 of the Rules. In order to effectuate this policy, we expect that you will notify us in writing of such matters so that we may confirm that the matter satisfies these conditions.

If you have any questions about this clarification to OGC's conflict waiver procedures, please direct them to Deputy General Counsel H. Geoffrey Moulton, Jr. or Deputy General Counsel Rodney R. Akers (both of whom are located at 333 Market Street, Harrisburg, PA 17101; 717-783-6563).

Sincerely,

A handwritten signature in black ink that reads "Denise J. Smyler".

DENISE J. SMYLER
General Counsel

Enclosure: (OGC Conflict Waiver Procedure)