



2 West Lafayette Street | Norristown PA 19401 | 610-755-9400 | [www.mciu.org](http://www.mciu.org)

**REQUEST FOR PROPOSAL  
RFP# 23-1012  
CONTRACTED TRANSLATION, ASL INTERPRETING,  
AND CAPTIONING SERVICE PROVIDERS**

**PROPOSAL DEADLINE DATE**

**FRIDAY, SEPTEMBER 15, 2023  
AT 11:00 A.M.**

**SUBMIT PROPOSAL TO:**

Ashley Weber  
Purchasing Coordinator  
Montgomery County Intermediate Unit #23  
2 West Lafayette Street  
Norristown, PA 19401

## **GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS**

### 1. Summary of Request for Proposal (RFP)

The Montgomery County Intermediate Unit (MCIU)/Pennsylvania Training and Technical Assistance Network (PaTTAN) is in need of Contracted Service Providers to provide Translation, ASL Interpreting, and Captioning services.

This work is expected to begin upon award. This contract will be through June 30, 2026 with the option to renew for two (2) additional years.

### 2. Scope of Work

Translation Services to include but are not limited to –

- Foreign language translations for specific documents as well as publications
- Develop an InDesign document or PDF that is print ready
- Foreign language translator for onsite visits if requested

ASL Interpreting Services to include but are not limited to –

- ASL for in person and Zoom trainings
- ASL for recordings when necessary
- Captioning and CART
- Availability to travel to onsite events to provide ASL services

Captioning Services include but are not limited to:

- Remote CART
- Captioning
- Transcription

### 3. Bid Preparation and Submission

*Sealed* proposals must be submitted via hand delivery or by mail to Ashley Weber, Purchasing Coordinator, Montgomery County Intermediate Unit #23, 2 W. Lafayette St., Norristown, PA 19401.

**Proposals must be submitted in a sealed envelope clearly labeled “*Sealed RFP# 23-1012 Contracted Translation, ASL Interpreting, and Captioning Service Providers*”.**

Only bids received by the deadline date and time will be considered. The MCIU is not responsible for mail delivery delays. Faxed Bids will not be considered.

Proposals are due on or before Friday, September 15, 2023 at 11:00 a.m.

From the moment any proposals are received, the strict confidentiality of each and every proposal will be maintained. The MCIU will not permit any access whatsoever to, or any tampering with, any and all proposals by any person or entity other than by designated MCIU personnel required for the proper maintenance, confidentiality and protection of the proposals, (but in no event shall any proposal be opened or its contents printed, viewed or changed in any way or for any reason) prior to the designated opening time.

Any questions must be submitted via email to Ashley Weber ([aweber@mciu.org](mailto:aweber@mciu.org)) no later than Wednesday, September 13, 2023 at 9:00 a.m. All questions and responses will be posted at [www.mciu.org/bids](http://www.mciu.org/bids).

Proposals must be typewritten or printed legibly with ink and must be signed by an authorized official of the vendor. Unsigned, incomplete, or illegible bids will not be considered.

Proposals must include the forms outlined in this Request for Proposal.

All proposals must be guaranteed for sixty (60) days.

All proposals shall strictly conform to these terms and conditions. The MCIU reserves the right to reject any or all proposals and to accept a proposal or portions of a proposal which will, in its opinion, be most advantageous to the MCIU and will best serve the public interest, price and other factors considered.

An electronic copy of this proposal and any related materials (including any amendments) will be posted at [www.mciu.org/bids](http://www.mciu.org/bids).

4. Documents required for Submission

The following hard copy documents must be received on or before Friday, September 15, 2023 at 11:00 a.m.

- Bid Form for Specifications
- Contracted Services Rate Sheet
- Notarized & Signed Non-Collusion Affidavit
- Form W-9
- Prospective Vendor Form
- EDGAR Certifications Addendum
- Certificate of Liability Insurance

The documents must be submitted in a sealed envelope clearly marked with “**Sealed RFP# 23-1012 Contracted Translation, ASL Interpreting, and Captioning Service Providers**” and submitted to:

Montgomery County Intermediate Unit #23  
Attn: Ashley Weber, Purchasing Coordinator  
2 West Lafayette Street  
Norristown, PA 19401

Failure to receive these completed documents on or before the stated deadline will or may result in rejection.

5. Catalog of Vendors

Providers will be added to a catalog for the MCIU to choose vendors from on an as needed basis. Providers may submit proposals for any applicable services. Providers may be added on a quarterly basis upon Board approval. Providers have no right or entitlement to receive any specific number of students or minimum level of referrals. Provider will provide services in accordance with the terms of their contract for each program as referred by MCIU to Provider. Providers will be given contracts and must agree to all terms and conditions set forth prior to execution of services.

6. Independent Contractor Status

Provider, and any and all agents and employees of Provider, shall perform in their independent capacity and not as officers, employees, or agents of the MCIU. The MCIU will not be liable for the actions of Provider. Provider will act as its own fiscal agent to the

fullest extent of the law. Provider will adhere to all provisions of applicable education legislation. The MCIU shall not be liable for the debts or obligations of Provider.

7. Insurance

The Provider shall carry appropriate insurance coverage throughout the entire term of the performed services, including workers' compensation, automobile, general liability, and errors and omissions each with a limit of \$1,000,000 (or, in such amounts as may be determined by the MCIU to be sufficient to protect the interests of the MCIU), except workers' compensation, which should be statutory, or such other coverage the MCIU designated in writing, with insurance carriers that are licensed and authorized to conduct business in the Commonwealth of Pennsylvania.

8. OSHA Requirements

In submitting a proposal, Provider agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

9. Withdrawal of Proposals

Prior to opening, providers will be given permission to withdraw any proposal after it has been received by the Montgomery County Intermediate Unit. With the exception of the provision for withdrawing proposals for the forty-eight (48) hour period following the opening date, no plea of mistakes shall be made available to the bidder and no proposal may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the proposals. Providers who violate this provision will be declared unsatisfactory for any future bidding.

10. Opening of proposals

Proposals will be opened on the date, at the location and commencing at the time stated in the advertisement. All proposals shall strictly conform to these "General Terms, Conditions, and Instructions". The right to reject any or all proposals or parts thereof is reserved by the Montgomery County Intermediate Unit.

11. Selection Criteria

Each proposal will be independently evaluated on the following criteria:

- **Experience and Qualification.** Depth/breadth in providing services similar to those requested and having obtained favorable outcomes.
- **Cost.** Rates and reimbursable expenses for the services. While cost will be a consideration in the award of the contract, the contract will not necessarily be awarded to the Contractor submitting the lowest cost proposal.
- **References.** Evaluation of past services as stated by references in the proposal and relevance of past experience as reported in the proposal.
- **Responsiveness.** The overall quality of the proposal, timeliness of submission and responsiveness to this Request for Proposal, as well as the ability of the Contractor to meet the needs of the IU.

12. The Provider agrees that if awarded an order under these specifications, they will indemnify and save harmless the Montgomery County Intermediate Unit from all suits and actions of every nature brought against them or any of them growing out of any order or orders, written or verbal, entered into between the Montgomery County Intermediate Unit and the provider.

13. Purchase Orders

A purchase order will be issued by the Montgomery County Intermediate Unit covering any or all items included in the RFP and shall constitute a binding contract.

14. Payment

Invoices shall be sent to the Office of Business Services via email (mciuap@mciu.org). Separate invoices shall be rendered upon request. The Montgomery County Intermediate Unit will issue payment within 30 days of receipt of invoice. If a revised invoice is requested, payment will be issued within 30 days of receipt of the revised invoice.

15. ACT 34 OF 1985 PENNSYLVANIA PUBLIC SCHOOL CODE OF 1949, AS AMENDED

Under certain conditions of Act 34, independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Criminal History Record Information" from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of "Federal Criminal Record Information" from the FBI is required in addition to the Pennsylvania State Police Report. The determination whether the provisions of this Act are applicable to this project will be made by the Montgomery County Intermediate Unit.

Contractors who comply with conditions of Act 34 shall be required to do the following:

- Present the original document/s - Report of Criminal History Record Information from the Pennsylvania State Police, Report of Federal Criminal History Record Information from the Federal Bureau of Investigation to the Superintendent or the Superintendent's designee prior to the beginning of work in the Entity. The Entity will retain a copy of the background check information and will note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy will be retained in the Montgomery County Intermediate Unit.
- If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above prior to any work at the Montgomery County Intermediate Unit.
- All costs for the Criminal History Information check/s will be borne by the prospective independent contractor.
- The Montgomery County Intermediate Unit will notify the contractor in writing if the decision not to employ the contractor or the contractor's employee/s is based in whole or in part on criminal history record information.
- The Montgomery County Intermediate Unit will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Record Information obtained pursuant to the Act.

16. Equal Opportunity Employer

The Montgomery County Intermediate Unit is an equal opportunity employment, educational, and service organization.

17. Non-Discrimination/Equal Employment Opportunity

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

18. Never Contract with the Enemy

The bidder cannot contract with a person or entity that is actively opposing United States or coalition forces involved in a contingency.

19. Conflict of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real, or apparent conflict of interest. The officers, employees, and agents of the organization may not solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

20. Small Diverse Business Program

The MCIU encourages and supports the involvement of small diverse businesses as service providers. A Small Diverse Business is a Commonwealth of Pennsylvania Department of General Services verified minority-owned business, woman-owned business, service-disabled veteran-owned, disability-owned, and LGBTQ-owned business. A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues. If the Bidder has submitted the proper documentation to the Department of General Services to qualify as a Small Diverse Business, the Bidder should include a copy of the certification with the proposal. While it is not required that an organization be a Small Diverse Business to provide the services outlined in this bid, the bids from Small Diverse Businesses will be prioritized during the review process.

21. Bid Form for Specifications

Included is a Bid Form for Specification to be completed by an authorized agent.

22. Contracted Services Rate Sheet

Vendor details and pricing are to be provided on the included rate sheet. Providers may submit proposals for any applicable services. Should vendor wish to complete the Rate Sheet in an Excel document, please request a worksheet from Ashley Weber at [aweber@mciu.org](mailto:aweber@mciu.org). **A printed copy must be provided with the sealed bid submission.** An electronic copy in Excel format will be requested (and required) by the Montgomery County Intermediate Unit after the bid opening.

23. Non-Collusion Affidavit

Included is a Non-Collusion Affidavit with instructions to be completed by an authorized agent.

24. Form W-9

Included is a Form W-9: Request for Taxpayer Identification Number and Certification with instructions to be completed by an authorized agent.

25. Prospective Vendor Form

Included is a Prospective Vendor Form to be completed by an authorized agent.

26. EDGAR Certifications Addendum for Contract Funded by U.S. Federal Grant

When a school entity seeks to procure goods and services through a contract using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the “Uniform Guidance” or new “EDGAR”). The authorized official of the Bidder must execute the EDGAR Certifications Addendum and submit along with the other bid documents.

## BID FORM FOR SPECIFICATIONS

Montgomery County Intermediate Unit  
2 West Lafayette Street  
Norristown, PA 19401

We, the undersigned, herewith propose and agree to furnish to the Montgomery County Intermediate Unit any one or all of the services that we have priced, at the prices set opposite each item.

The proposal is subject to all the terms of these specifications and we hereby agree to enter into a written contract to furnish such services as may be awarded to us, and to furnish security as these specifications require.

We understand that the Montgomery County Intermediate Unit acts as a whole to reserve the right to reject any or all bids not deemed satisfactory or to select single items from any bid.

The undersigned bidder certifies to having read the "General Terms, Conditions, and Instructions" and offers to furnish the service as specified to the Montgomery County Intermediate Unit in exact accordance with these specifications and conditions at the prices stated.

INDIVIDUAL: \_\_\_\_\_ (Seal)  
Name of Individual trading as (Trade Name)

PARTNERSHIP: \_\_\_\_\_ (Seal)  
Names of Partnership trading as (Name of Partnership)

CORPORATION: \_\_\_\_\_ (Seal)

Name of Corporation \_\_\_\_\_

Mailing Address \_\_\_\_\_

Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Federal Tax I.D. # \_\_\_\_\_ State Tax I.D. # \_\_\_\_\_

Title of Responsible Officer \_\_\_\_\_ Date \_\_\_\_\_



**Contracted Services Rate Sheet**  
**RFP# 23-1012**

**Vendor Name:**

<b>Translation Services</b>	<b>Service Available Yes/No</b>	<b>Rate</b>
Foreign language translations for specific documents as well as publications		
Develop an InDesign document or PDF that is print ready		
Foreign language translator for onsite visits if requested		
Other Services Available:		

<b>ASL Interpreting Services</b>	<b>Service Available Yes/No</b>	<b>Rate</b>
ASL for in person and Zoom trainings		
ASL for recordings when necessary		
Captioning and CART		
Availability to travel to onsite events to provide ASL services		
Other Services Available:		

<b>Captioning Services</b>	<b>Service Available Yes/No</b>	<b>Rate</b>
Remote CART		
Captioning		
Transcription		
Other Services Available:		

## **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. §§ 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_ : Contract/Bid Title \_\_\_\_\_ : County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- 1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- 2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- 3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not  
(Name of my firm)

currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representations  
(Name of my firm)

are material and important, and will be relied on by the Montgomery County Intermediate Unit in awarding the contact/s for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Montgomery County Intermediate Unit of the true facts relating to the submission of bids for this contract.

Name \_\_\_\_\_ Company Position \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<b>5</b> Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code	
	<b>7</b> List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



## Prospective Vendor/Supplier Profile Form

### COMPANY INFORMATION

Date: \_\_\_\_\_

Dun & Bradstreet (DUNS) No.: \_\_\_\_\_ Federal Tax ID No.: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Website: \_\_\_\_\_ Year Business Established: \_\_\_\_\_

Is your company affiliated with another company? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

### CONTACT INFORMATION

Main Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

VP of Sales Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

### PRODUCT/SERVICE INFORMATION

Description of proposed product(s)/service(s): \_\_\_\_\_

\_\_\_\_\_

**EDGAR CERTIFICATIONS  
ADDENDUM FOR CONTRACT FUNDED BY U.S. FEDERAL GRANT**

The following certifications and provisions are required and apply when Montgomery County Intermediate Unit #23 ("MCIU") expends federal funds for any contract resulting from this procurement process.

**Accordingly, the parties agree that the following terms and conditions apply to the Contract between the District and vendor ("Vendor") in all situations where Vendor has been paid or will be paid with federal funds:**

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**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL  
AWARDS APPENDIX II TO 2 CFR PART 200**

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**(A) Applicant Violation or Breach of Contract terms**

Applicant shall promptly correct any errors, omissions or defects in any services at no cost to the Montgomery County Intermediate Unit #23. The MCIU reserves the right to reject any services reasonably determined by the MCIU as containing errors, omissions or defects or otherwise failing to conform to the requirements of the contract documents. If Applicant fails to correct the services within a reasonable time, the MCIU, in addition to any other rights or remedies available at law or in equity or pursuant to the contract documents, may correct them and offset the cost of correction against any remaining balance owed to Applicant and Applicant shall reimburse the MCIU for any difference that may remain. If the MCIU prefers to accept services which are not in accordance with the requirements of the contract documents, the MCIU may do so instead of requiring its removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the MCIU or Applicant shall constitute a waiver of a right or duty afforded them under the contract documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

**(B) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when Montgomery County Intermediate Unit #23 expends federal funds, MCIU reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(C) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when Montgomery County Intermediate Unit #23 expends federal funds, MCIU reserves the right to immediately terminate any agreement in excess of

\$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. MCIU also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if MCIU believes, in its sole discretion, that it is in the best interest of MCIU to do so. If the contract is terminated in accordance with this Paragraph, the District shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the District has paid the Applicant for services not yet provided as of the date of termination, the Applicant shall immediately refund such payment(s). Any award under this procurement process is not exclusive and MCIU reserves the right to purchase goods and services from other vendors when it is in MCIU's best interest.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(D) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**, as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Montgomery County Intermediate Unit #23, Vendor certifies that during the term of an award for all contracts by MCIU resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(E) Debarment and Suspension (Executive Orders 12549 and 12689)**—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Montgomery County Intermediate Unit #23, Vendor certifies that during the term of an award for all contracts by MCIU resulting from this procurement process, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. The Applicant further agrees to immediately notify the District during the term of the contract if the Applicant is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(F) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Montgomery County Intermediate Unit #23, Vendor certifies that during the term and after the awarded term of an award for all contracts MCIU resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

**Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor**

**(G) Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms**

The Applicant shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;



e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

**(H) Domestic Preferences**

The Applicant should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible in connection with any services provided to the Montgomery County Intermediate Unit #23.

**(I) General Compliance and Cooperation with Entity**

The Applicant agrees it shall make a good faith effort to work with the Montgomery County Intermediate Unit #23 to provide such information and to satisfy such requirements as may apply to the District's purchase of services including, but not limited to, applicable recordkeeping and record retention requirements and contract cost and price analyses required under the Uniform Guidance.

**Does vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of vendor**