REQUEST FOR PROPOSAL
RFP# 24-1010
PATTAN – LANDSCAPING AND SNOW REMOVAL SERVICES

PROPOSAL DEADLINE DATE

MONDAY, APRIL 22, 2024
at 10:00 AM

SUBMIT PROPOSAL TO:

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

The Montgomery County Intermediate Unit invites vendors to submit a Request for Proposal for landscaping and snow removal services for our PaTTAN site located at 333 Technology Drive, Malvern, PA, 19355.

Description of Proposal

Request for Proposals will be received by Ashley Weber, Purchasing Coordinator, Montgomery County Intermediate Unit #23. Submissions must be made by mail or hand delivery to 2 West Lafayette Street, Norristown, PA 19401 on or before Monday, April 22, 2024, at 10:00 A.M. Submissions received after this date and time will not be considered. Submissions must be sealed and clearly labeled “RFP# 24-1010 PaTTAN – Landscaping and Snow Removal Services.”

An electronic copy of this RFP and any related materials (including any addenda and requests for information) will be posted at www.mciu.org/bids. It is the responsibility of the Proposer to visit the website to review any addenda prior to submission.

Proposals will be publicly opened via a virtual platform at 10:00 A.M. on Monday, April 22, 2024. Proposers or their authorized representatives may join online for the opening of the proposals. The link for the virtual opening will be posted at www.mciu.org/bids.

Any requests for information relating to this RFP are to be emailed to Ashley Weber (aweber@mciu.org) no later than Wednesday, April 17, 2024, at 4:00 P.M. All questions and responses will be posted at www.mciu.org/bids.

Services to be Provided

1. Lawn Services
   a. Weekly service during cutting season – approximately April to November (to be determined)
   b. Lawn mowing, trimming, and blowing off hard surfaces
   c. Weekly weeding
   d. Fertilizer – quarterly
   e. Spring clean-up/mulch
   f. Fall clean-up

2. Snow Removal
   a. All parking lot, entrances and walkways to the building including loading dock doors
   b. Snow removal must be completed by 7:00 A.M.

Walkthrough of Location

PaTTAN is located at 333 Technology Drive, Malvern, PA, 19355. A walkthrough of the location is scheduled for Monday, April 15, 2024, at 1:00 P.M. at which time vendors may ask questions. Should any questions arise after the walkthrough, they must be submitted via email to Ashley.
Weber at aweber@mciu.org no later than Wednesday, April 17, 2024, at 4:00 P.M. All questions and responses will be posted at www.mciu.org/bids.

A. **Contract Term**
   This contract will commence on July 1, 2024. It will be valid for 5 years with the option to renew for an additional 3 years upon mutual agreement. If both parties agree to an extension, a letter of intent to renew will be sent to vendor to secure additional years. Renewal will also be contingent upon appropriation of funds by the legislature of the Commonwealth of Pennsylvania or federal grantor agency. Failure by the Legislature of the Commonwealth of Pennsylvania or federal grantor agency to appropriate funds shall relieve MCIU from the option to renew.

B. **Contract Award**
   Contract award will be based not only on cost but also on the company who is best suited to meet the requirements stated in the services to be provided above. The Pennsylvania Training and Technical Assistance Network reserves the right to meet with potential vendors prior to contract award to assure that the company can meet the requirements of this invitation to bid.

C. **Special Requirements**
   When funds (state and/or federal) are not appropriated or otherwise made available to support this request, the Commonwealth shall have the right to terminate the request of these services prior to awarding this bid.

D. **Cost Proposal**
   The MCIU is exempt from the payment of Federal Excise and State Sales Tax and no such taxes are to be included.

   All proposals must be typewritten or printed legibly with ink and include a summary page detailing specifics of the proposal with a breakdown of all pricing.

   All proposals must be guaranteed through completion of the project.

E. **Bid Bond**
   Bids must be accompanied by either a certified check, certified bank treasurer’s check, bank cashier’s check, or bid bond in an amount equal to 10% of the base bid.

**Additional Information**

A. The Montgomery County Intermediate Unit may reject any responses not prepared and submitted in accordance with the request hereof, and the Montgomery County Intermediate Unit can waive non-material defects in the request either before or after the stated submittal date.

   The MCIU is not liable for any costs the Bidder incurs in the preparation and submission of its bid, in participating in the bid process or in anticipation of award of a contract.
B. Contract award will not be based upon the total cost alone. Award will be based on cost the company who is best suited to meet the requirements stated. The Pennsylvania Training and Technical Assistance Network reserves the right to meet with potential vendors prior to contract award to assure that the company can meet the requirements of this invitation to bid.

C. Proposer must agree to enter into a contract and furnish any insurance certificates required by the Montgomery County Intermediate Unit at time of commencement.

D. By submitting your proposal, each vendor is responsible to make themselves familiar with the contract documents and they stipulate that they have read and are familiar with them and understands and agrees to them.

E. Each vendor submitting a Request for Proposal thereby agrees and guarantees that the various articles, supplies, equipment or materials, work or services offered will conform to the specifications in quality, kind and character, and that the final determination of whether they do meet specifications shall rest solely with the Montgomery County Intermediate Unit or their duly authorized representatives.

F. Licenses, Fees, and Taxes - The vendor shall obtain and maintain all licenses and permits required by federal, state, and local laws.

G. If applicable, Proposer agrees to abide by all applicable State and Federal regulations and guarantees that all items subject to OSHA requirements will not violate those requirements.

H. Prior to the opening of the Proposal, vendors will be given permission to withdraw any proposal after it has been received by the Montgomery County Intermediate Unit. No plea of mistake shall be made available to the bidder and no RFP may be withdrawn before the expiration of the sixty (60) days from the date established for the opening of the RFPs. Vendors who violate this provision will be declared unsatisfactory for any future bidding/proposals.

I. Before any award is made the owner may require satisfactory evidence to show that the vendor is fully prepared in every way to deliver and service the equipment promptly and that they have been regularly engaged in such business.

J. The Montgomery County Intermediate Unit reserves the right to reject any and all proposals containing "escalator" clauses.

K. The Montgomery County Intermediate Unit reserves the right to accept or reject any portion of any Request for Proposal submitted and to waive any informality, and to make the award in the best interest of the Montgomery County Intermediate Unit.

L. A Purchase Order for goods and/or services will be provided after the contract has been Board approved.

M. All information from vendor, general conditions of the Request for Service and contract, the specifications for the articles, supplies, equipment and materials or a description of the services desired, or the specifications for the work required, and the drawings, plans and supplemental
bulletins in connection therewith, as the case may be, the contractor’s response thereon, and the contract to be executed by them, shall be collectively known and designed as the ‘contract documents’ and together shall form and govern the contract.

N. Each vendor submitting a proposal must declare that this proposal was made without any connection with any other person or entity making a proposal for the same services, that it is in all respects fair and without collusion or fraud and that no person acting for or employed by the district is directly or indirectly interested in the RFP or in the services to which it relates, or in any portion of the profits therefrom, in the form attached.

O. Non-Discrimination/Equal Employment Opportunity
The Montgomery County Intermediate Unit is an equal opportunity employment, educational, and service organization.

Proposer 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.

P. 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.

Q. Debarment and Suspension
The Montgomery County Intermediate Unit shall award contracts only to responsible contractors/vendors possessing the ability to perform successfully under the terms and conditions of the Request for Proposal. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

R. 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.

S. 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 Proposer has submitted the proper documentation to the Department of General Services to qualify as a Small Diverse Business, the Proposer 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 request for proposal, the proposals from Small Diverse Businesses will be prioritized during the review process.

T. Insurance Requirements
The Proposer must include in their proposal an affirmation that the required insurance and bond will be provided to the Consortium and the Member Entity prior to the commencement of services.

• It is understood that the status of the Proposer in the work to be performed by the Proposer is that of an Independent Contractor.

• The Proposer must provide Commercial General Liability Insurance in addition to the automobile coverage and the excess/umbrella requirements.

• The Proposer must provide evidence of automobile & truck insurance in an amount not less than $1,000,000 combined single limit of liability due to any one accident.

• The Proposer shall also provide evidence of an Umbrella Liability policy for a minimum of $1,000,000 in effect for the life of the contract.

• The Consortium and/or the Member Entity will not indemnify any Contractor for its own negligence or for injuries or damages for which the School has sovereign immunity.

U. Governing Law
This bid and all services delivered as a result will be governed by the laws of the Commonwealth of Pennsylvania.

Forms

A. Non-Collusion Affidavit
Included is a Non-Collusion Affidavit with instructions for the proper execution of the Affidavit.

B. RFP/Bid Vendor/Supplier Profile Form
Must be complete by an authorized agent.

C. RFP Submission Form
Must be complete by an authorized agent.
D. 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 RFP documents.

E. Form W-9
Included is a Form W-9 Request for Taxpayer Identification Number and Certification with instructions for completion.

Selection

The Montgomery County Intermediate Unit reserves the right to select the vendor that provides the best organization-wide solution, cost, and service capability.

The selected Vendor will be notified no later than Friday, May 31, 2024.
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 NonCollusion 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
   (Name of my firm)
   employees are not 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
(Name of my firm)
representations are material and important, and will be relied on by the Montgomery County Joint
Purchasing Consortium 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:
# RFP/BID VENDOR/SUPPLIER PROFILE FORM

## COMPANY DEMOGRAPHIC INFORMATION

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<th>Company Legal Name:</th>
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<tr>
<td>Doing Business As Name:</td>
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<td>Street Address:</td>
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<td>City/State/Zip:</td>
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<td>Dun &amp; Bradstreet (DUNS) No:</td>
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<td>Year Business Was Established:</td>
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**Suspension & Debarment**

For your RFP to be considered, the bidder must certify your understanding that furniture & equipment purchased through this RFP may come from State or Federal funds.

The prospective bidder certifies by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this RFP by any State or Federal department of agency.

___________________________________________________
Name & Title of Authorized Representative

___________________________________________________
Signature Date
PATTAN – LANDSCAPING AND SNOW REMOVAL SERVICES
MCIU RFP# 24-1010
RFP SUBMISSION FORM

Bidder Company Name: 

As the authorized representative of ____________________________, I understand and accept the requirements outlined in the RFP document for MCIU RFP #24-1010 PATTAN – LANDSCAPING AND SNOW REMOVAL SERVICES.

I understand that the MCIU acts as a whole to reserve the right to reject any or all RFPs not deemed satisfactory or to select single items from any RFP.

Non-Discrimination Assurance: The bidder certifies that it will not discriminate in the course of activities outlined in the RFP. Discrimination will not be made on the basis of race, color, sex, age, religious creed, disability, ancestry or national origin.

Indemnification: The bidder agrees that if awarded an order under this RFP, the bidder will indemnify and save harmless the MCIU 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 MCIU and the bidder.
The following certifications and provisions are required and apply when Montgomery County Intermediate Unit #23 (“MCIU”) or its members 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 MCIU and vendor (“Vendor”) in all situations where Vendor has been paid or will be paid with federal funds:

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

(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 MCIU. 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 or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

(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, when the MCIU expends federal funds, they reserve 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, when the MCIU expends federal funds, they reserve 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. The MCIU also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if they believe, in its sole discretion, that it is in the best interest to do so. If the contract is terminated in accordance with this Paragraph, the MCIU shall only be required to pay Applicant for services satisfactorily performed prior to the termination. If the MCIU 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 their 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, when federal funds are expended by the MCIU, Vendor certifies that during the term of an award for all contracts by the MCIU resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in Federal Rule.

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, when federal funds are expended by the MCIU, 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 MCIU 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


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, when federal funds are expended by the MCIU, Vendor certifies that during the term and after the awarded term of an award for all contracts 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:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. 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;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. 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
6. Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps.

Does vendor agree? YES ________ Initials of Authorized Representative of vendor

(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 MCIU.

Does vendor agree? YES ________ Initials of Authorized Representative of vendor
(I) **General Compliance and Cooperation with MCIU**

The Applicant agrees it shall make a good faith effort to work with the MCIU to provide such information and to satisfy such requirements as may apply to the MCIU’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**

(J) **Equal Opportunity Clause**

Except as otherwise provided under 41 CFR Part 60, all MCIU purchases or contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any MCIU purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

**Does vendor agree? YES ________ Initials of Authorized Representative of vendor**

(K) **Davis-Beacon Act**

When required by Federal program legislation, Vendor agrees that, for all MCIU prime construction contracts/purchases in excess of $2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland “Anti-Kickback” Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor**

(L) **Contract Work Hour and Safety Standards Act**

Where applicable, for all MCIU contracts or purchases in excess of $100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours.
worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

(M) Right to Inventions Made Under a Contract or Agreement

If the MCIU 's Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor

(N) Procurement of Recovered Materials

For MCIU purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a MCIU member may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Vendor agree? YES ________ Initials of Authorized Representative of Vendor
Request for Taxpayer Identification Number and Certification

▲ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

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**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.

### 1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

### 2. Business name/disregarded entity name, if different from above

### 3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- [ ] Individual/sole proprietor or single-member LLC
- [ ] C Corporation
- [ ] S Corporation
- [ ] Partnership
- [ ] Trust/estate
- [ ] Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

**Note:** 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 not 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.

### 4. 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) ▶

**Applies to accounts maintained outside the U.S.**

### 5. Address (number, street, and apt. or suite no.) See instructions.

### 6. City, state, and ZIP code

### 7. List account number(s) here (optional)

**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.

**Sign Here**

**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.

**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.