



**Request for Proposal
RFP#24-101
Washers and Dryers Acquisition and Installation
for Franklin County School Districts**

**Submission Deadline
June 18, 2024
At 11:00 A.M.**

SUBMIT PROPOSAL TO:

Ashley Gebhart
Accounting Generalist - Grants
Lincoln Intermediate Unit
65 Billerbeck Street
New Oxford, PA 17350

Overview and Purpose

The Lincoln Intermediate Unit is seeking proposals from qualified vendors for the purchase, delivery, installation, and maintenance of commercial-grade washers and dryers for six school districts within Franklin and Cumberland counties. The procurement of these appliances is funded through the American Rescue Plan (ARP) for Educating Children and Youth Experiencing Homelessness (ECYEH).

Information and General Conditions

The Lincoln Intermediate Unit invites vendors to submit a Request for Proposal on the category noted above and the specific items detailed in the attached documents. General conditions are listed below.

1. Request for Proposals will be received by Ashely Gebhart, Accounting Generalist, Lincoln Intermediate Unit. Requests for Proposals are due on or before **11:00 AM Tuesday, June 18, 2024**. Submissions received after this date and time will not be considered. *Submissions must be sealed and clearly labeled RFP#24-101.*

**RFP-#24-101
Attn: Ashley Gebhart
Lincoln Intermediate Unit
PO BOX 70
65 Billerbeck Street
New Oxford, PA 17350
717-624-6427**

1. An electronic copy of this RFP and any related materials (including any addenda and request for information) will be posted at <https://www.iu12.org/public bids>. Proposals will be publicly opened via a virtual platform at 11:00 A.M. on Tuesday, June 18, 2024. Bidders or their authorized representatives may be virtually present for this opening. A link for the virtual opening will be posted at <https://www.iu12.org/public bids>.

2. All proposal responses must be submitted using the forms provided, with the prices stated as requested. Additional content may be included if necessary. Each submission must be signed by an authorized officer of the company.

3. The Lincoln Intermediate Unit reserves the right to reject any responses that are not prepared and submitted in accordance with the provisions of this request. Additionally, the Lincoln Intermediate Unit may waive non-material defects in the submissions either before or after the specified submission date.

The Lincoln Intermediate Unit will not be liable for any costs incurred by the vendor in the preparation and submission of their bid, participation in the bidding process, or anticipation of the award of a contract.

4. Each vendor submitting a Request for Proposal (RFP) must agree to enter into a contract and furnish any required insurance certificates to the Lincoln Intermediate Unit at the time of submitting the RFP, in accordance with the terms, conditions, and specifications governing it.

5. By submitting a proposal, each vendor is responsible for familiarizing themselves with the contract documents. Vendors must affirm that they have read, understood, and agree to all stipulations contained within these documents.

6. By submitting a Request for Proposal, each vendor agrees and guarantees that the articles, supplies, equipment, materials, work, or services offered will conform to the specified quality, kind, and character as outlined in the specifications. The final determination of whether the offerings meet these specifications shall rest solely with the Lincoln Intermediate Unit or their duly authorized representatives.

7. **Licenses, Fees, and Taxes** - The vendor is responsible for obtaining and maintaining all licenses and permits required by Federal, state, and local laws.

8. **Cost Proposal** - The vendor must ensure that the cost proposal encompasses all labor, materials, and equipment necessary to complete the work outlined in this RFP. The Lincoln Intermediate Unit is exempt from Pennsylvania sales tax; therefore, no sales tax may be charged.

9. Each proposal must be clearly labeled with the vendor's name and the designation "RFP-#24-101". If the package has more than one item, its contents should be prominently indicated on the outside.

10. By submitting a Proposal, the vendor agrees to comply with all applicable state and Federal regulations and guarantees that all items subject to OSHA requirements will conform to those standards.

11. Prior to the opening of the Proposal, vendors may withdraw their proposal after it has been received by the Lincoln Intermediate Unit. However, no plea of mistake will be available to the bidder, and no proposal may be withdrawn within sixty (60) days from the designated opening date of the RFPs. Vendors who violate this provision will be deemed unsatisfactory for any future bidding opportunities.

12. It is agreed that the vendor will maintain the price and allow the Lincoln Intermediate Unit to order additional quantities of the same item/services beyond those specified in the request for proposal at the same price listed in the proposal. This arrangement will be valid as long as the additional orders are placed before the expiration date specified on the proposal form.

13. Before any award is made, the Lincoln Intermediate Unit may require satisfactory evidence demonstrating that the vendor is fully prepared in all respects to deliver and service the

equipment promptly. Additionally, evidence must show that the vendor has been regularly engaged in such business.

14. The Lincoln Intermediate Unit reserves the right to reject any and all proposals that contain "escalator" clauses.

15. The Lincoln Intermediate Unit reserves the right to accept or reject any part of any Request for Proposal submitted, to waive any informality, and to make the award in the best interest of the Lincoln Intermediate Unit.

16. A Purchase Order for goods or services will be provided.

17. All information provided by the vendor, general conditions of the Request for Service, specifications for the articles, supplies, equipment, and materials, descriptions of the desired services, specifications for the required work, and any associated drawings, plans, and supplemental bulletins, along with the contractor's response and the executed contract, shall collectively be referred to as the 'contract documents.' These documents together shall constitute and govern the terms of the contract.

18. Each vendor submitting a proposal must affirm that their proposal was made independently and without connection to any other individual or entity also submitting a proposal for the same services. They must declare that their proposal is fair, free from collusion or fraud, and that no person acting for or employed by the district has a direct or indirect interest in the RFP, the services related to it, or any profits derived from it. This declaration must be made in the form attached.

19. Non-discrimination/Equal Employment Opportunity - The Lincoln Intermediate Unit is an equal opportunity employer and service organization committed to providing equal opportunities in education. The vendor will not discriminate against any employee or applicant for employment based on race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor 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.

20. Prohibition on Contracting with Adverse Parties - The bidding vendor is prohibited from entering into contracts with any person or entity that is actively opposing United States or coalition forces engaged in a contingency operation. This ensures compliance with national security interests and supports the integrity of operations by allied forces.

21. Debarment and Suspension - The Lincoln Intermediate Unit will award contracts only to responsible vendors who demonstrate the capability to perform successfully under the terms and conditions of the Request for Proposal. Factors considered will include the contractor's integrity, compliance with public policy, record of past performance, and available financial and technical resources.

22. Conflict of Interest - No employee, officer, or agent of the Lincoln Intermediate Unit may participate in the selection, award, or administration of a contract supported by a federal award

if there is a real or apparent conflict of interest. Such conflicts could arise when any of these individuals have a financial or other interest in the firms selected for the contract. Officers, employees, and agents of the organization are prohibited from soliciting or accepting gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. Our standards of conduct specify that disciplinary actions will be enforced for violations of these standards by officers, employees, or agents.

23. Governing Law - This bid and all services provided as a result will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

24. Small Diverse Business Program - The Lincoln Intermediate Unit is committed to promoting diversity and inclusivity by encouraging and supporting the participation of small diverse businesses as service providers.

- A Small Diverse Business, as verified by the Commonwealth of Pennsylvania Department of General Services, includes minority-owned, woman-owned, service-disabled veteran-owned, disability-owned, and LGBTQ-owned businesses.
- A small business, according to federal guidelines, is defined as an entity that 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.
- Proposers who have obtained the necessary certification from the Department of General Services to qualify as a Small Diverse Business should include a copy of this certification with their proposal.
- While being a Small Diverse Business is not a prerequisite for the provision of services outlined in this request for proposal, proposals from certified Small Diverse Businesses will receive priority during the review process.

25. Insurance Requirements - Vendors must affirm in their proposals that they will provide the required insurance and bond documentation to the Lincoln Intermediate Unit prior to commencing any services.

- It is understood that the vendor's status in performing the work is that of an independent contractor.
- Vendors must carry Commercial General Liability Insurance, which must include coverage for all operations, products, and completed operations, and where applicable, automobile coverage and excess/umbrella requirements. Specifically, the vendor must provide proof of automobile and truck insurance with a minimum combined single limit of liability of \$1,000,000 due to any one accident.
- Vendors are required to submit evidence of an Umbrella Liability policy with a minimum coverage of \$1,000,000, which must remain in effect for the duration of the contract.

- The Lincoln Intermediate Unit will not indemnify any vendor for its own negligence or for injuries or damages arising from incidents for which the School has sovereign immunity.

26. **Proposal form** - This form must be completed and signed by an authorized representative of the vendor.

27. **Vendor Profile Form** - This form must be completed and signed by an authorized representative.

28. **Non-Collusion Affidavit** - Included with this document is a Non-Collusion Affidavit along with instructions for its proper execution. It is essential that the affidavit be completed accurately to affirm that the proposal is made without any collusion or fraud.

29. **EDGAR Certifications Addendum for Contract Funded by U.S. Federal Grant** - When a school entity, such as our institution, seeks to procure goods and services using funds from a federal grant or contract, adherence to specific federal laws, regulations, and requirements is mandatory in addition to compliance with state law. This includes, but is not limited to, the procurement standards outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found in 2 CFR 200 (commonly referred to as "UGG" or the new "EDGAR").

The authorized official of the vendor firm must execute the EDGAR Certifications Addendum and include it with the other required RFP documentation. This ensures full compliance with all applicable federal regulations governing the use of federal funds.

30. **Form W-9** - Included is a W-9 Form, Request for Taxpayer Identification Number and Certification, along with detailed instructions for its completion. Please ensure that this form is filled out accurately and submitted as part of the required documentation.

31. **RFP Submission Form** - This form must be completed and signed by an authorized representative.

32. **Selection Criteria** - The Lincoln Intermediate Unit reserves the right to select the vendor that offers the most comprehensive organization-wide solution in terms of cost efficiency and service capability.

33. **Final Decision** - The selected vendor will be notified of their winning bid no later than June 4, 2024.

34. **Requests for Information** - Any inquiries regarding this RFP should be directed to Ashley Gebhart at argebhart@iu12.org. All questions and their corresponding responses will be posted on https://www.iu12.org/public_bids for public reference.

Schedule of Events

Issue date of Request for Proposal (3 weeks)	Sunday, May 26, 2024
Deadline for Questions (last day of 3rd week)	Friday, June 14, 2024
Submission Deadline and Public Bid Opening 4 days after	Tuesday, June 18, 2024
Final Decision	Friday, June 21, 2024
Delivery and Installation Completed	Monday, September 30, 2024

Scope of Services

The Lincoln Intermediate Unit seeks to purchase an estimated 18 commercial-grade washers and 18 commercial-grade dryers for six school districts in Franklin and Cumberland counties. **The appliances must be purchased, delivered, and installed by September 30, 2024.** The selected vendor will be responsible for delivering and installing the appliances in multiple locations, ensuring complete operational functionality, and providing warranties covering the appliances, parts, and labor. There is **no guaranteed purchase quantity**, as order quantities are based on need and may vary, including orders for just one unit of each appliance. All costs submitted by bidders should reflect the expenses for purchase, delivery, and installation.

School District	# of Sets (1 set = washer and dryer)	Unit Style
Chambersburg Area	2 Sets	1 side by side; 1 stackable
Fannett-Metal	2 Sets	2 side by side
Greencastle-Antrim	1 Set	1 side by side
Shippensburg Area	6 Sets	6 side by side
Tuscarora	1 Set	1 side by side
Waynesboro Area	6 Sets	6 side by side

**For complete list of delivery locations see Addendum A

Specifications

Recommended Specifications (all proposed units will be reviewed and considered):

Product	Front Load Washer	Front Load Dryer	Stackable
Color	Per district request	Per district request	Per district request
Energy Efficient	Yes	Yes	Yes
Gas/Electric	Per district request	Per district request	Per district request
Minimum Capacity - Cu.Ft.	3.5	7.0	3.5 Washer/7.0 Dryer
Dimensions	Per district request	Per district request	Per district request
Stainless Steel Wash Tub & Outer Tub	Yes	N/A	Washer Only
Galvanized Cylinder	N/A	Yes	Dryer Only
ADA Compliant	Yes	Yes	Yes
Preset Cycles	Yes	Yes	Yes
Temperature Selections	Yes	Yes	Yes
Spin Speed Selections	Yes	N/A	Yes
Soil Level Selections	Yes	N/A	Washer Only
Extra Rinse(s)	Yes	N/A	Washer Only
Sanitize Cycle	Yes	N/A	Washer Only
Auto Dry Cycles	N/A	Yes	Dryer Only
Eco Dry	N/A	Yes	Dryer Only
End of Cycle Signal	Yes	Yes	Yes
Time Remaining Display	Yes	Yes	Yes
Tub Clean	Yes	N/A	Washer Only
Pedestal	Yes	Yes	Yes
Warranty	Yes	Yes	Yes



Proposal Form

RFP-#24-101

Company Name

Date

Address

Signature

Printed Name

Title

Telephone #

Email Address

Vendor Profile Form

Company Demographic Information

Company Legal Name:	
Doing Business As Name:	
Street Address:	
City/State/Zip:	
Website:	
Federal Tax ID#:	
State Tax ID#:	
DUN & Bradstreet (DUNS) #:	
Year Business was Established:	

Primary Contact for Bid:	
Email Address:	
Cell Phone Number:	

Suspension & Debarment

To ensure consideration for your Request for Proposal, bidders must acknowledge and certify that any supplies and equipment acquired through this RFP may be funded by state or federal sources.

By submitting this proposal, the prospective bidder certifies that neither they nor their officers are currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this RFP by any state or federal department or agency.

Name & Title of Authorized Representative

Signature

Date

Pricing List

Please complete the requested information below for each item type per column:

Item	Front Load Washing Machine	Front Load Dryer (Electric)	Front Load Dryer (Gas)	Stackable Washer/Dryer (Gas)	Stackable Washer/Dryer (Electric)
Make					
Model**					
Price per Unit					
Delivery Charge					
Installation Charge					
Accessories Included					
Parts and Labor Warranty (length of time)					
Maintenance Warranty (length of time)					

**Include a Specification Sheet for each model listed in your proposed submission.

Non-Collusion Affidavit

Instructions:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-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 him- 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 including 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 firm)

and that I am authorized to make this affidavit on my 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, and my firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees
(Name of firm)

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 firm)

Representations are material and important and will be relied on by the Lincoln Intermediate Unit in awarding the contract(s) for which this bid is submitted. I understand and my firm understands any misstatements in this affidavit are and shall be treated as fraudulent concealment from Lincoln Intermediate Unit of the true facts relating to the submission of bids for this contract.

Name: _____ Company Position: _____

SWORN TO AND SUBSCRIBED TO ME THIS _____ DAY OF _____, 20__

Notary Public

My Commission Expires

EDGAR Certifications

Addendum for Contract Funded by U.S. Federal Government

The following certifications and provisions are required and apply when Lincoln Intermediate Unit 12 (LIU) or its members expend 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 LIU 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

The Applicant shall promptly correct any errors, omissions, or defects in any services at no cost to the LIU. The LIU reserves the right to reject any services reasonably determined by the LIU as containing errors, omissions, or defects or otherwise failing to conform to the requirements of the contract documents. If the Applicant fails to correct the services within a reasonable time, the LIU, 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 the Applicant. The Applicant shall reimburse the LIU for any difference that may remain. If the LIU prefers to accept services that are not in accordance with the requirements of the contract documents, the LIU may do so instead of requiring their removal and correction, in which case the contract sum will be reduced as appropriate and equitable. Such an 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 LIU 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.

If Vendor agrees, please provide the 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 LIU 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.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(C) Termination for Cause and 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 LIU expends federal funds, it 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 the Vendor, specifically if the 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 LIU also reserves the right to terminate the contract immediately, with written notice to the vendor, for convenience, if it believes, 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 LIU shall only be required to pay the Vendor for services satisfactorily performed prior to the termination. If the LIU has paid the Vendor for services not yet provided as the date of termination, the Vendor shall immediately refund such payment(s). Any award under this procurement process is not exclusive, and the LIU reserves the right to purchase goods and services from other vendors when it is in their best interest.

If Vendor agrees, please provide the 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 exceeding \$150,000 must include a provision requiring the non-Federal award recipient to comply with all applicable standards, orders, or regulations issued under 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 LIU, the Vendor certifies that during the term of an award for all contracts resulting from this procurement process, the Vendor agrees to comply with all applicable requirements as referenced in Federal Rule.

If Vendor agrees, please provide the 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 LIU, the Vendor certifies that during the term of an award for all contracts by LIU resulting from this procurement process, the 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 LIU 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.

If Vendor agrees, please provide the 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 has not and will not use 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, an 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 LIU, the Vendor certifies that during and after the term of an award for all contracts resulting from this procurement process, the vendor 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, 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.

If Vendor agrees, please provide the 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 ensure 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. Ensuring 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 encourages 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 these affirmative steps.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(H) Domestic Preferences

The Applicant should, as appropriate and to the extent of 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 by the LIU.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(I) General Compliance and Cooperation with LIU

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

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(J) Equal Opportunity Clause

Except as otherwise provided under 41 CFR Part 60, all LIU 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. The Vendor agrees that such provision applies to any LIU purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and Vendor agrees to comply with such provision.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(K) Davis-Beacon Act

When required by Federal program legislation, the Vendor agrees that, for all LIU prime construction contracts/purchases in excess of \$2,000, the 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, the Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, the Vendor shall pay wages no less than once a week.

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

The 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.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(L) Contract Work Hour and Safety Standards Act

Where applicable, for all LIU contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, the 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, the 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 shall 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.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

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

If the LIU'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 Agreement", and any implementing regulations issued by the awarding agency.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

(N) Procurement of Recovered Materials

For LIU purchases utilizing Federal funds, the 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 an LIU 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. Additionally, the Vendor must procure solid waste management services in a manner that maximizes energy and resource recovery and establish an affirmative procurement program for the procurement of recovered materials identified in the EPA guidelines.

If Vendor agrees, please provide the initials of Authorized Representative of Vendor: _____

RFP Submission Form

Washers and Dryers Acquisition, Installation, and Maintenance
for Franklin County School Districts
RFP#24-101

Bidder Company Name: _____

As the authorized representative of _____, I understand and accept the requirements outlined in the RFP document for LIU RFP#24-101 Washers and Dryers Acquisition, Installation, and Maintenance for Franklin County School Districts.

I understand that the Lincoln Intermediate Unit reserves the collective right to reject any or all RFPs that do not meet satisfaction criteria, or to select individual items from any RFP as deemed appropriate.

Non-Discrimination Assurance: The bidder certifies that it will not engage in discrimination during the execution of activities detailed in this RFP. All decisions and actions will be free of discrimination based on race, color, sex, age, religious creed, disability, ancestry, or national origin.

Indemnification: The bidder agrees that, if awarded a contract under this RFP, they will indemnify and hold harmless the Lincoln Intermediate Unit from all lawsuits and actions of every nature arising from any agreements, whether written or verbal, made between the Lincoln Intermediate Unit and the bidder.

Addendum A: Delivery Locations

Chambersburg Area School District

Buchanan Elementary School	730 E Washington St, Chambersburg, PA 17201
Chambersburg Area Middle School-South	1151 East McKinley St, Chambersburg, PA 17201

Fannett-Metal School District

Fannett-Metal	14823 Path Valley Road, Willow Hill, PA 17271
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Greencastle-Antrim School District

Greencastle-Antrim High School	300 South Ridge Avenue, Greencastle, PA 17225
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Shippensburg Area School District

Shippensburg Area High School	201 Eberly Drive, Shippensburg, PA 17257
Shippensburg Area Middle School	101 Park Place, Shippensburg, PA 17257
Shippensburg Area Intermediate School	601 Hollar Avenue, Shippensburg, PA 17257
James Burd Elementary School	600 Brad Street, Shippensburg, PA 17257
Grace B Luhrs University Elementary School	1871 Old Main Drive, Shippensburg, PA 17257
Nancy Grayson Elementary School	301 Lurgan Avenue, Shippensburg, PA 17257

Tuscarora School District

St Thomas Elementary School	70 SchoolHouse Road, St Thomas, PA 17252
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Waynesboro Area School District

Waynesboro Area High School	550 East 2nd Street, Waynesboro, PA 17268
Waynesboro Area Middle School	702 East 2nd Street, Waynesboro, PA 17268
Summitview Elementary School	840 East 2nd Street, Waynesboro, PA 17268
Fairview Elementary School	220 Fairview Avenue, Waynesboro, PA 17268
Mowrey Elementary School	7891 Tomstown Road Waynesboro, PA 17268
Hooverville Elementary School	10829 Buchanan Trail Ext Waynesboro, PA 17268

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.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	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.

Social security number											
				-			-				
or											
Employer identification number											
				-							

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

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).
- 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), and 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.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.