



# School District of Clayton

## Request for Proposal

### **Athletic Uniforms & Screen Printing**

**3/3/2020**

**Contact Person:** Adrienne Lauf  
**Title:** Accountant/Internal Auditor  
**Phone #:** 314-854-6026  
**E-mail:** [adriennelauf@claytonschools.net](mailto:adriennelauf@claytonschools.net)

**RETURN PROPOSAL NO LATER THAN: Wednesday, April 1, 2020 at 10:00 a.m. CDT**

**RETURN PROPOSAL TO:**

School District of Clayton  
Attn: Adrienne Lauf  
#2 Mark Twain Circle  
Clayton, Missouri 63105-1613

The Proposer hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) and as modified by any addenda thereto.

## OVERVIEW

### Summary of Key Dates:

3/3/2020 .....	RFP available to Company
April 1, 2020 at 10:00 a.m. CDT .....	Proposal due at #2 Mark Twain Circle
Week of April 6, 2020 (if needed) .....	Company Interviews/Demonstrations
April 29, 2020 (tentative) .....	Board of Education meeting (Approval)
July 1, 2020 .....	Anticipated Start Date
June 30, 2025 .....	End of Term (if extended annually)

### Documents to Include in Submission:

1. Proposal Submission Form (Attachment 1) or Decline to Submit Form (Attachment 2)
2. Company Proposal – Including:
  - a. Letter of Transmittal; and,
  - b. Executive Summary
3. Company Profile (Attachment 3)
4. Cost Proposal (Attachments 4 & 7)
5. Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5)
6. W-9 (Attachment 6)

### RFP Contents:

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Athletic Uniform Cost Proposal Detail (Attachment 7) .....	Separate File

## INTRODUCTION

This document is a formal Request for Proposal (RFP) for the Athletic Uniforms & Screen Printing for the School District of Clayton (District) for a period of 12 months. The District shall have the right, at its sole option, to renew the contract for four additional one-year periods. In the event the District exercises such right, all terms and conditions, requirements, and specifications of the contract shall remain the same and apply during the renewal period.

The purpose of this RFP is to establish the requirements for the requested products and/or services, and to solicit proposals (Proposal) from firms (Company) for providing such products and/or services. The RFP requests a great amount of detail to avoid delays, misunderstandings, and to simplify the evaluation of the Proposal. The Company is requested to respond to each specification.

### **A. GENERAL INFORMATION:**

1. District:

As a public school system dedicated to the education of all children who come to our schools, the School District of Clayton strives to inspire each student to love learning, and embrace challenge within a rich and rigorous academic culture. The District's 3.25 square miles include an early childhood center, three elementary schools, a middle school, and a high school that together serve a diverse student body of approximately 2,600. In the 2018-2019 school year the District spent approximately \$30,000 on athletic uniforms, and \$50,000 on screen printing.

2. Objective:

Uniforms:

- 2.1. To provide athletic uniforms, warm ups, and practice gear for sports on the District's replacement cycle (estimated \$30,000 to \$40,000 per year with some variability due to sports in the cycle);
- 2.2. To provide additional uniforms not on the replacement cycle that are required due to increased participation, or student size needs (these should reasonably match existing District uniforms);
- 2.3. To accommodate the scheduling necessary to perform uniform sizing prior to the start of a season; and,
- 2.4. To provide apparel options which will be available to students, coaches and parents (the Company may establish a Spirit Store for the athletics department).

Screen Printing:

- 2.5. To provide quality design and screen printing of t-shirts which appeal to the diverse population of the District on an as-needed basis for school clubs, activities, and events;
- 2.6. To provide screen printing services for District required t-shirts (generally a basic cotton or 50/50 shirt with screen printing); and,
- 2.7. To provide screen printing services for clubs and boosters that desire screen printed shirts for their group.

Generally:

- 2.8. To provide a reliable schedule for production and delivery;
- 2.9. To meet deadlines for production;
- 2.10. To follow District purchasing policy;
- 2.11. To provide services necessary to screen print, embroider, etc. to apply approved text or designs to uniforms and apparel;
- 2.12. To provide pleasing product presentation, style and perception of value.

## INTRODUCTION

Specifically excluded from this RFP are embroidery of items aside from athletic uniforms, the provision of maintenance uniforms, and items sold on the District's Spirit Store site (<http://claytonschools.lipic.com/default.aspx>) as that site is provided as an addition to other web based services provided to the District.

**The Company has the option to bid on only athletic uniforms or only screen printing. This RFP does not require the Company to submit pricing for both athletic uniforms and screen printing.**

NOTE: The Scope of Services exhibit attached hereto includes more detailed information on the objectives, products and/or services desired by the District.

### **B. PROPOSAL EVALUATION AND AWARD:**

#### 1. Evaluation

- 1.1. Proposals must be concise and in outline format. Pertinent supplemental information should be referenced and included as attachments. All Proposals must be organized and tabbed to allow for easy reference.
- 1.2. Elaborate and expensive copy is not required. Neat, legible, and clearly stated information is adequate and will be used in the evaluation process. Supplier brochures may be included, but may not be substituted for the information requested herein.
- 1.3. The Proposal should include a **Letter of Transmittal** that provides an introduction to the Company and includes an expression of the Company's ability and desire to meet the requirements of the RFP. The Letter of Transmittal must include an original signature by an authorized individual able to bind the Company to all items in the Proposal, including products, services, prices, etc. which are contained in the Proposal.
- 1.4. The Proposal should include an **Executive Summary** that briefly describes the Company's approach to meeting the District's requirements as outlined in the RFP; indicates any major requirements that cannot be met; and, highlights the major features of the Proposal. The reader should be able to determine generally how well the Proposal meets the District's requirements by reading the Executive Summary.
- 1.5. The Company **must** include the following elements in its cost proposal:
  - 1.5.1. A specific fee structure;
  - 1.5.2. Rates and prices that are a firm fixed rate, and not subject to change throughout the term of the negotiated contract;
  - 1.5.3. Each Proposal shall be submitted on the most favorable terms, from a cost and technical standpoint, which the Company can submit to the District. The Company may submit an alternate proposal on a group of line items on an "all or nothing" basis;
  - 1.5.4. The Company should address any out-of-pocket expenses the District may incur for any additional requirements not included by the Company in its Proposal; and,
  - 1.5.5. The Company shall provide the terms, conditions, and forms of payment accepted through the Company's request for payment and whether there are discounts or fees, including any discounts for cash or early payment.
- 1.6. The Company shall complete Attachment 3, "**Profile of the Company**" which includes a potential conflict of interest statement. The Company shall include a listing of all

## INTRODUCTION

Missouri school districts for which the Company currently provides services. If possible, the references should include at least one contract for Athletic Uniforms & Screen Printing currently in force with a district similar in size and population to the District. The Company shall additionally provide the District a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.

- 1.7. The Company may be required to provide demonstration of products proposed. All supplies and costs associated with the demonstration shall be at the expense of the company.
  - 1.7.1. To be considered, the Company must provide examples of catalogs offered, including catalog prices.
  - 1.7.2. The Company must be available to demonstrate the materials and services, including uniform and apparel options, requested in this proposal during the timeframe set out by the District.
  - 1.7.3. The District may also request a demonstration of on-site screen printing and embroidery capabilities if the Company indicates it has these capabilities.
- 1.8. Proposals will be evaluated by the District's designated staff. The following will serve as the basic criteria for the selection of the Company eventually chosen.
  - 1.8.1. The qualifications of the Company and the team assigned to the District;
  - 1.8.2. Total resources of the Company that can be applied to the advantage of the District;
  - 1.8.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District;
  - 1.8.4. The extent to which the Proposal meets or exceeds specifications and function;
  - 1.8.5. The Company's understanding of the work required of the Company as evidenced by its Proposal;
  - 1.8.6. The total cost of the services/products offered to the District;
  - 1.8.7. Value added services and rebates/incentives proposed;
  - 1.8.8. Quality of products/services offered;
  - 1.8.9. Required lead times;
  - 1.8.10. Delivery times;
  - 1.8.11. Availability to perform demonstration of materials within timeframe designated by District.
  - 1.8.12. Any prior experience or history between the District and the Company;
  - 1.8.13. References from, and experiences of other clients with the Company; and,
  - 1.8.14. Other factors deemed significant by District officials.

## 2. Award

- 2.1. The District intends to make a selection of the successful Company after a thorough evaluation of the proposals submitted; provided, however, **the District reserves the right to negotiate with the successful Company, or to elect not to select any Company.**

## **INTRODUCTION**

- 2.2. The District may conduct interviews with the Company in connection with its evaluation of the Proposal.
- 2.3. The contract will be awarded to that Company whose proposal will be most advantageous to the District based on conformity to the RFP as determined by the District, reputation of the Company, cost, and the other factors listed above. The award will be subject to approval by the Board of Education.
- 2.4. The District reserves the right to require the Company to demonstrate any software and online services offered in their Proposal, which must be fully operational by the start date of the contract.
- 2.5. The District shall not be obligated to explain the results of the evaluation process to any Company.
- 2.6. No verbal agreement or conversation with any administrator, agent, or employee of the District, either before or after the execution of the contract resulting from the RFP or follow-up negotiations, shall affect or modify any of the terms or obligations contained in the written contract resulting from the RFP.
- 2.7. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.

### **C. NEGOTIATION**

1. After selection, but prior to contract award, the District reserves the unilateral right to negotiate any aspect of the Proposal or proposed contract in any manner that best serves the needs of the District and is within the scope of the solicitation. Subject to successful negotiations and approval of the Board of Education, a contract or purchase order will be issued to the selected Company.
2. Negotiation of the final contract between the District and the Company will begin after the most qualified Company has been identified. If prices and compensation and final contract cannot be agreed to, then negotiations with the most qualified Company will be terminated and at the District's option, will then begin with the next most qualified Company.
3. The District may accept any Proposal as submitted whether or not negotiations have been conducted between the parties.
4. Neither the commencement nor cessation of negotiations shall constitute rejection of the Proposal or a counteroffer on the part of the District.

## GENERAL CONDITIONS

1. The information presented in the RFP is not to be construed as a commitment of any kind on the part of the District. There is no expressed or implied obligation for the District to reimburse the Company for any expenses incurred in preparing a Proposal in response to this request.
2. No alternate Proposals that significantly deviate or modify the concept and ultimate objectives of this RFP will be considered. Companies submitting proposals with any minor deviations must identify and fully justify such deviations in order to be deemed in compliance with the RFP, and receive the District's consideration. Non-compliance with RFP specifications and/or requirements will, at the District's option, disqualify the Proposal from further consideration.
3. Any explanation or statement that the Company wishes to make must be contained with the Proposal, but shall be written separately and independently of the Proposal itself, and attached thereto. Unless the Company so indicates, it is understood that the Company has made its Proposal in strict accordance with the RFP terms.
4. The District reserves the right to reject any or all Proposals and to waive informalities and minor irregularities in Proposals received. The District, in its sole discretion, will determine whether an irregularity is minor.
5. In addition to the foregoing and not in limitation thereof, the District reserves the right to decline any or all Proposal submissions, or to cancel the RFP, in whole or in part, at any time prior to making an award, for any reason, or no reason, without liability being incurred by the District to any Company for any expense, cost, loss or damage incurred or suffered by the Company as a result of such withdrawal.
6. All Proposals shall be deemed final, conclusive and irrevocable and no Proposal shall be subject to correction or amendment for any error or miscalculation. No Proposal shall be withdrawn without the consent of the District for 120 calendar days after the scheduled closing time for the receipt of Proposals.
7. While the District has used considerable efforts to ensure an accurate representation of information in this RFP document, the information contained herein is provided solely as a guideline for proposers. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP document is intended to relieve proposers from forming their own opinions and conclusions in respect to the matters addressed in this RFP document.
8. The Company is responsible for its own verification of all information provided to it. The Company must satisfy itself, upon examination of this RFP, as to the intent of the specifications. After the submission of the Proposal, no complaint or claim that there was any misunderstanding will be entertained. The Company agrees that it will make no claim for additional payment or seek an extension of time for completion of the work or seek any other concession because of any misinterpretation or misunderstanding of the RFP, or of any failure to fully acquaint itself with all conditions relating to the proposed work.
9. Any oral communication will be considered unofficial and non-binding on the District. All contact regarding this RFP must be directed to Adrienne Lauf, Accountant/Internal Auditor. Unauthorized contact by the Company with other District employees or Board members regarding the RFP may result in disqualification.
10. Any information given to a Company concerning the RFP will be furnished to all Companies as an addendum to the RFP if, in the District's sole discretion, such information is deemed necessary to all Companies in submitting Proposals in response to the RFP, or if the lack of such

## GENERAL CONDITIONS

information would be prejudicial to uninformed Companies. The Company should rely only on written statements issued by the District in the form of an addendum to the RFP.

11. The District reserves the right to modify the specifications prior to the Proposal submission deadline and will endeavor to notify all potential Companies that have received a copy of the specifications, but failure to notify shall impose no obligation or liability on the District.
12. Due regard will be given for the protection of proprietary information contained in all Proposals received. However, Companies should be aware that all materials associated with the procurement are subject to the terms of the Missouri Sunshine law and all rules, regulations and interpretations resulting there from. Subject to the requirements of the Sunshine law, proposals containing data that the Company does not want used or disclosed for any purpose other than evaluation of the Proposal may be restricted, provided the Company marks the cover sheet of the Proposal with the following: **“Technical data contained with the attachments is furnished in connection with the Request for Qualifications of the School District of Clayton shall not be used nor disclosed except for evaluation purposes, provided that, if the District and Company enter into an Agreement as a result of or in connection with the submission of this Proposal, the School District of Clayton shall have the right to use or disclose technical data to substantiate its decision to enter into an Agreement.”**
13. The above restriction does not limit the District’s rights to use or disclose without the Company’s permission any technical data obtained independently from another source. Proposals shall not contain any restrictive language other than the above. Proposals submitted with restrictive language or statements which differ from the above, will be treated under the terms of the above legend. The District assumes no liability for disclosure or use of unmarked technical data and may use or disclose the data for any purpose.
14. The Company shall not, under penalty of law and immediate disqualification of the Proposal, offer or give any gratuities, favors or anything of monetary value to an administrator, employee, agent, or Board of Education member of the District for the purpose of influencing favorable disposition toward a submitted Proposal or for any reason while a Proposal is pending or during the evaluation process.
15. No Company shall engage in any activity or practice, by itself or with other Companies, the result of which may be to restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will result in immediate rejection of the Company’s Proposal.
16. The District will give preference to Missouri businesses, or businesses that maintain Missouri offices or places of business, when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
17. The District will give preference to certified minority and women-owned businesses when the quality of performance promised is equal to or better than and the price quoted is the same as or less than that of the other responsive providers.
18. The District will give a bonus preference (as per its policies and Missouri law) to service-disabled veteran businesses doing business as Missouri firms, corporations or individuals or which maintain Missouri offices or places of business.
19. Each contract for the purchase or lease of manufactured goods or commodities or construction, alteration, repair or maintenance of any public works shall contain a provision that any manufactured goods or commodities used or supplied in the performance of that contract shall be



## GENERAL CONDITIONS

- manufactured or produced in the United States to the extent required by District policies and Missouri law.
20. Purchases made by the District are not subject to state or local sales taxes or federal excise taxes. The official State Tax Exemption letter will be furnished on request.
  21. The District may accept one part, aspect or phase, or any combination thereof, of any Proposal unless the Company specifically qualifies its offer by stating that the Proposal must be taken as a whole.
  22. The District may award a contract based upon the initial Proposals received without discussion of such Proposals. Accordingly, each initial Proposal should be submitted with the most favorable price and service standpoint.
  23. To facilitate consideration of the Proposals, the District may, at its option, conduct interviews after receipt of the Proposal. If this is necessary, the Company will be contacted to arrange an interview. The District, in its sole discretion, will determine which, if any, Company will be interviewed.
  24. The District reserves the right to withdraw the award to a successful Company within 30 days of the award if, in the opinion of the District, the successful Company is unable or unwilling to enter into a form of Agreement satisfactory to the District. The District shall be entitled to do so without any liability being incurred by the District to the Company.
  25. In the event of a conflict between the Proposal and the RFP, the District shall resolve any inconsistency in favor of the RFP. Additionally, the District shall in good faith decide all inconsistencies and/or disputes pertaining to the RFP and the Proposal. The Company agrees to abide by the decisions of the District. Any ambiguity in the Proposal because of omission, error, lack of clarity or noncompliance by the Company with specifications, instructions and all conditions of bidding shall be construed in the favor of the District.
  26. All of the terms and conditions of this RFP are deemed to be accepted by the Company and incorporated into the Company's Proposal submission. The terms and conditions stated in this RFP and the successful Company's response to this RFP shall also be incorporated into a final Agreement between the District and the successful Company. Any conflict in the wording between the final Agreement and the wording of the terms and conditions of this RFP and the response of the Company shall be resolved in favor of the District and shall be deemed to be incorporated into the final Agreement.
  27. The successful Company shall not at any time assign its Agreement with the District or subcontract any portion of the Agreement without the written permission of the District. The successful Company must not, at any time, change sub-consultants approved by the District without written permission of the District, other than as listed in the Proposal submission.
  28. The District reserves the right to terminate the Agreement with the successful Company with 30 days written notice if, in its opinion, the successful Company fails to meet the terms and conditions of the RFP. Notwithstanding the termination of the Agreement, the successful Company shall remain responsible for its obligations under this contract up to the date of termination. The District reserves the right to commence an action in a court of competent jurisdiction against the successful Company for damages that result from the breach of the terms and conditions of the Agreement by the successful Company.
  29. The District may terminate the Agreement immediately without further cost or liability in the event of the occurrence of any of the following: insolvency of successful Company; liquidation or

## GENERAL CONDITIONS

- dissolution of successful Company; the institution of any voluntary or involuntary bankruptcy proceeding by or against the successful Company; assignment by successful Company for the benefit of creditors; or, the appointment of a receiver or trustee to manage the property of the successful Company.
30. In the event the Board of Education of the District fails to approve the appropriation of funds sufficient to provide for the District's obligations under the Agreement, or if the funds are not appropriated due to federal, state, or local action, the District shall have the right to terminate the Agreement by providing written notice to the successful Company and the District will thereby be relieved from all further obligations under the Agreement.
  31. In the event the Agreement initially awarded by the District is terminated for any reason within 120 days of the due date for Proposals, the District reserves the right to negotiate and accept any other submitted Proposal.
  32. The District shall not be responsible for any proposal preparation or any other pre-Agreement expenses of any Company, including the successful Company, incurred prior to the commencement of the Agreement.
  33. The Company agrees to not unlawfully discriminate against or harass any employee or applicant for employment because of race, religion, color, national origin, sex, gender, age or disability, or any other protected status or activity.
  34. Contract Award is contingent upon the Company providing the District with a sworn affidavit and documentation affirming enrollment in E-Verify and stating that the provider does not knowingly employ any person who is not authorized to work in the United States.
  35. The District has adopted a tobacco free policy. No tobacco products may be used in the facilities or on the grounds.
  36. The Company will submit invoices directly to the School District of Clayton Business Office, #2 Mark Twain Circle, Clayton, MO 63105, or [invoices@claytonschools.net](mailto:invoices@claytonschools.net). Each invoice must include the District purchase order number, ordering department, date of shipment, quantity, price and item(s) shipped or services performed. Invoices will not become due and payable until all items listed on the invoice are received.
  37. All shipments must be accompanied by a packing list giving a complete description of items, total quantity of items, and total number of containers in the shipment. Packing list should also show District purchase order number, ordering department, date of shipment, quantity, price, and item(s) shipped.
  38. Payments will be made in accordance with the District's payment cycle.
  39. All equipment shall be delivered as specified on the District's purchase order.
  40. All deliveries will be FOB Destination, freight allowed, School District of Clayton Receiving, 305 N. Gay Ave., Clayton, MO 63105.

## SCOPE OF SERVICES

### Athletic Uniforms

1. Clayton High School fields 24 different sports. The Company must be able to accommodate uniform requirements based on the following sports and affiliated participation numbers from the 2018-2019 school year:

<b>Sport</b>	<b># of Athletes</b>
Baseball	40
Basketball, Boys	47
Basketball, Girls	28
Cheerleading	16
Cross Country, Boys	42
Cross Country, Girls	15
Field Hockey	25
Football	33
Golf, Boys	18
Golf, Girls	14
Lacrosse, Girls	38
Dance	4
Soccer, Boys	87
Soccer, Girls	44
Softball, Girls	17
Swimming & Diving, Boys	25
Swimming & Diving, Girls	32
Tennis, Boys	24
Tennis, Girls	45
Track, Boys	35
Track, Girls	29
Volleyball, Girls	54
Water Polo	24
Wrestling	12

2. While it is the intent of the District to purchase uniforms and apparel for these sports, the District does not guarantee that it will for all of these sports.
- a. The District also recognizes that certain sports uniforms may not be included in the Company's catalogs. The Company must specifically address sports which are excluded from its proposal.

## **SCOPE OF SERVICES**

### **Athletic Uniforms**

3. While the District does not typically provide footwear to student athletes, the Company may make a footwear offer available directly to students,
4. The Company must be able to fill all orders for uniforms and apparel and as needed through the life of the agreement. All uniforms and game clothing must adhere to NFHS and MSHSAA guidelines.
5. The Company must use the District's athletic font, colors and logos for all printed goods. The logos cannot be altered, reproduced, or used for purposes other those directed by the District.
6. As additional quantities of uniforms and apparel may be needed over the course of the season, prices should hold firm within each year throughout the duration of the agreement.
7. During the term of the contract, each sport's new purchases shall be for the Company's products where appropriate on a phased-in basis. It is the intent of the School District of Clayton to replace uniforms for its sports over a four year period.
8. The Company must assign a customer service representative to the District who has a strong history of good customer service and sufficient staffing to ensure the provision of goods and services outlined in this proposal throughout the life of the agreement.
9. The assigned representative must be available to meet sizing scheduling needs within one week of request. Sizing is expected to occur timely to the start of the upcoming season and appointments must be scheduled for the first year of the agreement within the following timeframes:
  - a. Fall: May 23 – 30
  - b. Winter: August 1 – 8
  - c. Spring: December 10 – 18
10. The Company must be able to provide catalogs, websites, or other information that profiles the products offered and corresponding prices.
11. Delivery of the ordered materials must be guaranteed within 8 – 10 weeks of submission of the submission of a District purchase order.
12. Merchandise in each shipment must be pre-sorted and packaged by the vendor for distribution to team members.
13. The Company must guarantee the packaging and shipping shall provide adequate protection against damage and deterioration.
14. The Company shall provide information in their proposal of any additional services they would provide.

**SCOPE OF SERVICES**  
**General – Athletic Uniforms & Screen Printing**

1. Provide aesthetically pleasing design for the unique and diverse schools and clubs, events, and activities in the District. This RFP does not include athletic apparel, as that has been awarded pursuant to a prior request for proposal.
2. Work with District personnel to ensure the shirts meet their needs.
3. Provide t-shirt options and screen printing services in various formats as desired by the group ordering.
4. The Company must comply with the District purchasing policy for centralized purchasing and receiving. The District shall not be responsible for payment on orders placed without receiving a Purchase Order. The District may terminate the contract for failure to comply with the District purchasing policy.
5. This requires that a purchase order be received by the Company prior to any work being performed.
6. This further requires that all goods be delivered to the District's central warehouse location.
7. This work is not time schedule sensitive but is limited to a "not later than" date.
8. This is a firm fixed price solicitation. Please state all costs clearly and completely; the District shall not accept hidden charges or costs not disclosed as part of this proposal.
9. Response time to District staff requesting help with quotes shall be within 3 business days.
10. If artworks set up fees are applicable, they shall only be charged once to the building or department placing the initial acceptance of artwork and maintaining a library of approved District logos for ease of use.
11. Logo artwork shall be approved by the District and remains the sole copyright of the District and cannot be reproduced, altered or distributed to outside sources.
12. The award for this contract and use of the license to utilize the logo is non-exclusive and non-assignable.
13. This contract could require the Vendor to generate graphic designs and artwork for specific projects. Such costs must be clearly delineated.
14. Payments made by the District should be applied to the purchase order and applicable invoice. Payments applied to the oldest Company balances are unacceptable. The Company is responsible for keeping current on any payment/invoice issues to insure appropriate receipt of payments.

## **SCOPE OF SERVICES**

### **Miscellaneous**

#### **Deviating from RFP Specifications**

The District will reject any proposal that deviates significantly from the specifications of this RFP. Companies submitting proposals with any minor deviations must identify and fully justify such deviations for the District's consideration.

#### **Presentation of Supporting Evidence/Surety**

The Company must be prepared to provide any evidence of experience, performance ability, and/or financial surety that the District deems necessary or appropriate to fully establish the performance capabilities represented in their proposals.

#### **Registration with Missouri Secretary of State**

Contract awards are contingent upon the Company providing the District, prior to the execution of the contract, a current Annual Registration Report from the Missouri Secretary of the State's Office, showing the Company is in good standing to conduct business in Missouri.

By submitting a proposal, the Company certifies that it is not currently debarred from submitting proposals for contracts with any political subdivision or agency of the State of Missouri, and is not an agent or a person of any entity that is currently debarred from submitting proposals for contracts issued by a political subdivision or agent of the State of Missouri.

#### **Background Check**

The Company shall follow the District's policy stating that, "all persons employed by outside vendors/contractors who are authorized to have contact with students be required to successfully undergo a criminal records check and a clear check of the Child Abuse/Neglect Registry prior to contact with students. Such background checks will be performed at the vendors'/contractors' expense and will, upon request, be shared with the District." If the Company does not perform the background checks, they can be done through the District's Human Resources department.

#### **Availability of Services**

By submitting a Proposal, the Company acknowledges that it has the systems and resources to render the Proposal and all programs and services offered will be fully operational by the Start Date.

#### **Joint Ventures**

Proposals requesting joint ventures between vendors will not be accepted. The District will only enter into a contract with a prime vendor who will be required to assume full responsibility for the delivery/installation of equipment, wiring, software and related services identified in this RFP whether or not the equipment, products and/or services are manufactured, produced or provided by the prime vendor. The prime vendor may enter into written subcontract(s) for performance of certain of its functions under the contract only with written approval from the District prior to the effective date of any subcontract. The prime vendor shall be wholly responsible for the entire performance of the contract whether or not subcontractors are used.

#### **Independent Price Determination**

The Company must warrant, represent, and certify that in connection with this RFP the following requirements have been met:

1. The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
2. Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Company on a prior basis directly or indirectly to any other organization or to any competitor.

## **SCOPE OF SERVICES**

### **Miscellaneous**

3. No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **Indemnification**

Company shall indemnify, defend and hold harmless the District, its Board of Education, and its officers, directors, employees and agents from and against any and all liabilities, losses, damages, costs and expenses of any kind (including reasonable attorneys fees) arising from the acts or omissions of Company and/or any party claiming by, through or under Company.

## Attachment 1 – Proposal Submission Form

If the Company desires to present its proposal, please submit three sealed copies of the proposal marked with the name “**Athletic Uniforms & Screen Printing**” and three copies of the pricing information (in a separately sealed envelope) to the attention of: Adrienne Lauf, School District of Clayton, #2 Mark Twain Circle, Clayton, MO 63105 no later than 10:00 a.m., CDT, April 1, 2020. Proposals may be modified or withdrawn by written notice or in person by the Company or its authorized representative, provided its identity is disclosed on the envelope containing the Proposal and such person signs a receipt for the Proposal, but only if the withdrawal is made prior to the submission deadline. Electronic of facsimile offers will not be considered in response to this RFP, nor will modifications by electronic of facsimile notice be accepted. Qualified finalists must make equipment available for evaluation and inspection upon request. The District is not responsible for lateness or non-delivery by the US Postal Service of other carrier to the District. The time and date recorded by the District shall be the official time of receipt.

All proposals must be delivered to the School District of Clayton by specified submission date and time. Failure to comply will result in disqualification. Sealed submissions will be received at the above address. When submitting, you must:

1. Submit this form, the Profile of the Company (Attachment 3), the Federal Work Authorization Program (E-Verify Form in Attachment 5), a completed Form W-9 (Attachment 6), and the Cost Proposal (Attachments 4 & 7). Failure to respond to this proposal may result in your company’s name being removed from the School District of Clayton’s list.
2. Sign the proposal in all required places. **No facsimile signatures accepted.** Signature acknowledges full acceptance of all components of the Request for Proposal. The proposal must be completed in the name of the submitting vendor, corporate or other, and must be fully and properly executed by an authorized person.
3. Mail or deliver the submission promptly to the return location listed above. Late submissions will be unopened and discarded.
4. The undersigned hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (RFP) proposes and agrees to furnish and make delivery to specified locations free of freight and other excess charges, for items listed on the attached sheets at the price set forth in your proposal.

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address



**Attachment 2 – Decline to Submit Form**

If your company elects not to submit the enclosed REQUEST FOR PROPOSAL, please complete the information below and return to my attention. We are sincerely interested in determining why companies/individuals do not respond.

Thank you for your help and cooperation.

\*\*\*\*\*

My company has elected not to submit a proposal for the following services:

- Athletic Uniforms
- Other Screen Printing

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

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

\_\_\_\_\_  
City, State, Zip:

\_\_\_\_\_  
Phone Number:

My company has elected not to submit a proposal for this bid for the following reason or reasons:

- Did not have time to complete proposal
- Did not receive specification information in time.
- Cannot meet specifications of proposal requirements.
- Not interested in School District of Clayton business
- Cannot be competitive with other traditional sources.
- Please remove from list
- Other: Please indicate reasons(s) below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

**Attachment 3: Profile of the Company**

Designate one individual as the Company’s representative to the District during the term of the contract. The representative will be contacted to solve any and all problems that may arise concerning the Proposal during the evaluation period. The undersigned Company hereby agrees to be bound by the terms of the RFP and that the enclosed Proposal is submitted in accordance therewith. Once completed and returned, this Proposal becomes the primary basis for evaluation and selection of the Company to provide the services required by the District for the specified period. By signing this Company Identification Form, the Company certifies that there are no “PARTIES OF INTEREST” or “CONFLICTS OF INTEREST”, as defined by state and/or federal regulations, existing between the Company and the District or any of its employees, agents or Board of Education members.

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Legal name	Representative’s Name	Title
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Address	City/State/Zip	Telephone #	Fax #
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E-mail Address

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Years in Operation	Years under current structure and/or under previous structure
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1) Name and Title of Company’s Officers:

NAME

TITLE

_____	_____
_____	_____
_____	_____
_____	_____

2) The undersigned hereby acknowledges that the Company has read and agrees to the terms and conditions set forth in the RFP, and that the terms and conditions set forth in the Proposal will remain open for at least 120 days from the deadline for submission of Proposals

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**Company Officer’s Name**

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**Signature Date**

### **Attachment 3: Profile of the Company (Continued)**

The following questions are to be completed by all bidders that are responding:

1. A listing of all Missouri school districts for which the Company currently provides products and services similar to those included in this RFP.
2. Provide 4 references, including contact names, phone numbers, and email addresses for current customers of the Company of services similar to those included in this RFP. Please include in these references at least one other school district, for whom the Company provides Athletic Uniforms & Screen Printing, ideally a district which is similar in size and population to the District.
3. Provide a listing of all public school clients that have discontinued service from the Company in the past five years due to poor performance or non-performance.
4. Provide the name of any customer service representative or Company representative who will be assigned to the District's account and describe their background and experience, the number of years with the Company, similar accounts served and their direct telephone number.
5. Identify the number of local (St. Louis metro area) employees within your company.
6. Describe any value added options additional benefits, incentives (not related to pricing), resources or services which can be offered to the District.
7. Please describe all methods of transmission is the Company set up to receive Purchase Orders (i.e. fax, mail, e-mail).
8. Please list all labels and brands that the Company provides.
9. Does the Company have the ability to perform screen printing or embroidery on site?
10. Describe how the Company provides the District with the ability to review the products offered, such as catalogs or websites.
11. Describe the warranty provided on the products.
12. Does the Company have a minimum order requirement? If so, please describe.
13. Please describe the Company's timeline for order preparation and fulfillment, including but not limited to lead time, production timeline, and delivery time for orders.
14. Describe the adjustment process used to correct errors in shipments, defective goods, etc.
15. Describe the Company's uniform replacement guidelines and policies.
16. Provide documentation of the Company's successful experience and that the Company is licensed to provide services in the State of Missouri. A minimum of 3 years continuous business is preferred.
17. Through brief narrative discussion, explain any reasons why the Company believes it is especially qualified to undertake this project. Discuss any unique qualifications that the Company possesses that would be of benefit to the District in this agreement.

## Attachment 4: Cost Proposal

Rates must be for a firm fixed amount for completing all requirements outlined in the Scope of Services and not subject to change throughout the contract period. The annual total fixed fee shall be inclusive of all expenses and costs, including direct labor, indirect costs, and profit.

On at least an annual basis, the Company will provide the District with a full disclosure of any other source of income, revenue, or compensation including, but not limited to, commissions and fees which may be used to offset the fees paid by the District.

The original contract period shall be date of award through June 30, 2021. The contract shall not bind, nor purport to bind, the District for any contractual commitment in excess of the original contract period. The District shall have the right, at its sole option, to renew the contract for four additional one-year periods. In the event the District exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period.

The Fee Schedule may be adjusted at the end of the initial contract period (and at the end of each extension period, if applicable), upon mutual agreement of both parties. All years of proposed fees should be included with the RFP using the Cost Proposal.

Please include all applicable costs herein. If an expense is not expressly addressed in this RFP please attach additional sheets to provide that information.

### Cost Proposal Section 1: Athletic Uniforms

Please complete Attachment 7 which provides a listing of the anticipated athletic uniform purchases in a fillable format. Note that this may not be an exact listing of all items which the District will purchasing during the term of the agreement, however, this is the listing the District will utilize to evaluate the responses to this RFP.

Is there a discount proposed for catalog prices for items not listed in Attachment 7? If so, what is the applicable dollar amount or percentage?

---

For items not included in Attachment 7, please provide the cost per item for:

Screen Printing of One Color: \$ \_\_\_\_\_

Screen Printing of Two Colors: \$ \_\_\_\_\_

Screen Printing of Three Colors: \$ \_\_\_\_\_

Embroidery items for Stitch Count \_\_\_\_\_ - \_\_\_\_\_ : \$ \_\_\_\_\_

Embroidery items for Stitch Count \_\_\_\_\_ - \_\_\_\_\_ : \$ \_\_\_\_\_

Embroidery items for Stitch Count \_\_\_\_\_ - \_\_\_\_\_ : \$ \_\_\_\_\_

**Cost Proposal Section 2: Screen Printing**

Please provide per unit rates for the various styles of t-shirts, and include quantity price breaks (as applicable):

Type of Shirt	Shirt	Quantity:	Quantity:	Quantity:	Quantity:
	Color	1 - ____	____ - ____	____ - ____	____ - ____
Short Sleeve 100% Cotton	White				
Short Sleeve 100% Cotton	Grey				
Short Sleeve 100% Cotton	Color				
Short Sleeve 50/50 Blend	White				
Short Sleeve 50/50 Blend	Grey				
Short Sleeve 50/50 Blend	Color				

Please provide per unit rates for the various styles of screen printing, and include quantity price breaks (as applicable):

Print Location	Number	Quantity:	Quantity:	Quantity:	Quantity:
	of Colors	1 - ____	____ - ____	____ - ____	____ - ____
Left Chest	1				
Left Chest	2				
Left Chest	3				
Full Chest or Back	1				
Full Chest or Back	2				
Full Chest or Back	3				
Left Chest & Full Back	1				
Left Chest & Full Back	2				
Left Chest & Full Back	3				

Feel free to attach another sheet in the event of additional quantity breaks, screen print style offerings, or additional cost delineations by colors printed.

**Cost Proposal Section 3: Athletic Uniforms & Screen Printing**

Delivery/Freight charges per pick-up/delivery: \$ \_\_\_\_\_

Set up Charges, specify if one time or one time per job: \$ \_\_\_\_\_

Are there any rebates or any other incentives the District can consider as a benefit with your proposal? Would the rebate/incentive change with additional purchase quantities? If so, at what quantity break?

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Will the Company make any donations to the District for special events? Please list and provide details or parameters of any donations that would be made to the District on an annual basis during the term of the agreement:

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If design/art fees are proposed, how are these fees determined? What if artwork is provided by the District?

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While this RFP delineates specific locations for printing on the front and back of the shirt for ease, would additional locations for screen printing be permitted based on the costs offered in Section 2? For example, would it be possible to print on a sleeve, and how would that be priced?

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Please address any out-of-pocket expenses the District may incur for any additional requirements not include elsewhere by the Company in its Proposal.

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Please provide the terms, conditions, and forms of acceptable payments accepted through the Company's request for payment and whether there are any discounts or fees related to payment, including nay discounts for cash or early payment.

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## **Cost Proposal Authorization**

Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State Zip		
Phone #:	Fax #:	E-Mail Address

**Attachment 5: Work Authorization Form**

**FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) Agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) Affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) Affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) Affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) Agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) Agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) Agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: \_\_\_\_\_ (signature)

Printed Name and Title: \_\_\_\_\_

For and on behalf of: \_\_\_\_\_ (company name)



**Attachment 5: Work Authorization Form (Continued)**

**EXHIBIT A**  
**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.

2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.

3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.

4. Company does not knowingly employ any person who is an unauthorized alien in connection with the Services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires:

# Attachment 6: W-9

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <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"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																		
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: small;">Social security number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>	Social security number		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>									-		-			
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<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; font-size: small;">Employer identification number</td> </tr> <tr> <td style="width:40%; text-align: center;"> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table> </td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; text-align: center;">-</td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>	Employer identification number		<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:10%; border: 1px solid black; height: 20px;"></td> </tr> </table>									-		-			
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<b>Part II Certification</b>	
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).	
<b>Certification instructions.</b> 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 on page 4.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If 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).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.