



# School District of Clayton

## Request for Proposal

### Outside Printing and Mail Service

6/17/2019

**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: Monday, July 8, 2019 @ 11:00 am CST**

**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:

6/17/2019 .....	RFP available to Company
July 8, 2019 at 11:00 a.m. CST .....	Proposal due at #2 Mark Twain Circle
August 28, 2019 (tentative) .....	Board of Education meeting (Approval)

### 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 (Attachment 4)
5. Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5)
6. W-9 (Attachment 6)

### RFP Contents:

Introduction.....	1
General Conditions .....	4
Scope of Services (Outside Printing-Planned Printing).....	8
Scope of Services (Outside Printing-Ad Hoc Printing).....	11
Scope of Services (Mail Service).....	12
Scope of Services (Miscellaneous).....	14
Proposal Submission Form (Attachment 1).....	16
Decline to Submit Form (Attachment 2) .....	17
Company Profile (Attachment 3).....	18
Cost Proposal (Attachment 4).....	20
Work Authorization (E-Verify) Addendum & Affidavit (Attachment 5) .....	30
W-9 (Attachment 6).....	32

## INTRODUCTION

This document is a formal Request for Proposal (RFP) for the Outside Printing and Mail Service for the School District of Clayton (District) for a period of approximately 12 months (ending June 30, 2020), with the option to renew for up to four additional 12 month terms. The District is bidding Outside Printing and Mail Services together, however, respondents are not required to bid on both items.

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. The District has a Printshop in house, however, the District's Printshop does not have all of the equipment needed to produce all of the printed materials required by the District.

2. Objective:

- 2.1. To provide printing services for various District newsletters, reports, booklets, programs, and invitations which are printed on a regular cycle.
- 2.2. To provide printing services for additional printed materials which may arise during the year, such as folders, envelopes, postcards, or other materials required by the District on an as needed basis.
- 2.3. To provide addressing and mailing services.

NOTE: The Scope of Services which appears later in this document 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;

## INTRODUCTION

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 Missouri school districts for which the Company currently provides services. The references should include at least one contract for Outside Printing and Mail Service 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. 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.
  - 1.7.1. The qualifications of the Company and the team assigned to the District;
  - 1.7.2. Total resources of the Company that can be applied to the advantage of the District;
  - 1.7.3. The scope of services offered and the extent to which they meet or exceed the requirements of the District;
  - 1.7.4. The extent to which the Proposal meets or exceeds specifications and function;
  - 1.7.5. The Company's understanding of the work required of the Company as evidenced by its Proposal;
  - 1.7.6. The total cost of the services/products offered to the District;
  - 1.7.7. Lead times and delivery times;
  - 1.7.8. Any prior experience or history between the District and the Company;
  - 1.7.9. References from, and experiences of other clients with the Company; and,
  - 1.7.10. Other factors deemed significant by District officials.

## INTRODUCTION

### 2. Award

- 2.1. The District intends to make a selection of the successful Company (or Companies) 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.**
- 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. 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 90 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 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.

## GENERAL CONDITIONS

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 manufactured or produced in the United States to the extent required by District policies and Missouri law.

## GENERAL CONDITIONS

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 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 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.



## GENERAL CONDITIONS

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**  
**Outside Printing – Planned Printing**

The District has certain planned printing jobs, which cannot be prepared by District staff. Each of the jobs that follows is prepared on a regular basis. The quantity noted below are the planned quantities, however, the District may adjust the quantity for any project.

For these publications, the District requests high-resolution hard copy proofs. Delivery will be split between the District and the designated mail provider.

- A. Annual Report – 1 time per year
  - Quantity: 8,750
  - 32 pages plus 4 page self-cover booklet (34 total inside pages)
  - Paper Text: 80# matte book
  - Paper Cover: 80# matte cover
  - Ink: 4 color process
  - Bindery: 6" x 11" final trim, saddle-stitched
  
- B. Inside Clayton Newsletter – 2 times per year
  - Quantity: 9,000
  - Trim Size: 8 pages, self-cover 11 x 12
  - Ink Colors: Full color
  - Stock: 60# white offset
  - Finishing: Fold, loosenest & trim to 11 x 12, and final fold to 11 x 6
  
- C. Inside Clayton Newsletter & Board of Education Voters' Guide – 1 time per year
  - Quantity: 9,000
  - Trim Size: 12 pages, self-cover 11 x 12
  - Ink Colors: Full color
  - Stock: 60# White Offset
  - Finishing: Fold, loosenest & trim to 11 x 12, and final fold to 11 x 6
  
- D. Clayton 101 – 1 time per year
  - Quantity: 2,000
  - Booklet size: 5.5" W x 8.5" H
  - Book is 48 half-sheet pages, 60# white offset paper, 2 sided black and white printing
  - Cover is 65# cover weight paper (uncoated pastel), 2 sided black and white printing
  - 2-staple binding
  
- E. Clayton Education Foundation Newsletter – 2 times per year
  - Quantity: 13,000
  - 10 Pages, self-cover
  - 60# white offset
  - Color print
  - Collate and trim three sides (no binding) with remit envelope in between two signatures
  - Half fold to 5.5 by 8.5
  
- F. Clayton Education Foundation Donation Envelope – 2 times per year
  - Quantity: 21,000
  - Size: 6.75
  - Ink: Black, two sides (no bleed)

**SCOPE OF SERVICES**  
**Outside Printing – Planned Printing**

- G. Clayton Education Foundation Hall of Fame Invitations – 1 time every two years
- Quantity: 5,500 each of 4 printed pieces (22,000 total)
  - Invite and RSVP card printed on 80# white cougar cover
  - Invites print 2 Pantone colors, two sides (bleed); RSVP card prints 1 Pantone color, two sides
  - A2 and A6 envelopes print on matching white cougar envelopes and print 1 Pantone color, one side (face)
  - Score and fold invitation; trim RSVP card; carton pack all elements

For these projects, we request high-resolution hard copy proofs. Delivery will be to the School District of Clayton only. These are each required one time per year.

H. Elementary Summer Academy Brochure and Registration Form

- Quantity: 255
- Size
  - Brochure: 11x17 flat, 8.5x11 folded - 4 page self-cover
  - Registration form: 8.5x11
- Paper Stock
  - Brochure: 80# white gloss book
  - Registration form: 60# white offset
- Ink Colors
  - Brochures: 4 color process, two sides (bleed)
  - Registration form: Black ink, two sides
- Finishing: Fold brochure to 8.5x11; nest registration form inside

I. Wydown Summer Academy Brochure and Registration Forms

- Quantity: 170
- Size
  - Brochure: 11x17 flat, 8.5x11 folded - 4 page self-cover
  - Registration forms (2): 8.5x11
- Paper Stock: 60# white offset for brochure and registration form
- Ink Colors
  - Brochure: 4 pages
    - Pages 1 and 4: 4 color process
    - Pages 2-3: Black ink
  - Registration form: Black ink, two sides
- Finishing: Fold brochure to 8.5x11; nest two registration forms inside

J. Clayton Summer Academy Brochure and Registration Form

- Quantity: 700
- Size
  - Brochure: 8.5x11 – 12 Pages
  - Registration form: 8.5x11
- Paper Stock
  - 60# white offset
  - Registration form: 50# white offset
- Ink Colors
  - Brochure: 12 pages
    - Printed 4 color process pages 1 and 12

**SCOPE OF SERVICES**  
**Outside Printing – Planned Printing**

- Black & white on pages 2 thru 11 (no bleed)
    - Registration form: Black ink, two sides (no bleed)
  - Finishing: Saddlestitch (2 staples) 11” side; next registration form inside
- K. SummerQuest Brochures
- Quantity
    - 1,500 Grades K-3
    - 1,000 Grades 4-6
    - 700 Grades 7-8
  - Size
    - 8.5x11 – 4 pages for Grades K-3 and Grades 7-8
    - 8.5x11 – 6 pages for Grades 4-6
  - Paper Stock: 80# white gloss book
  - Ink Colors: Printed 4 color process throughout (bleed)
  - Print ready PDFs provided
  - Finishing: Fold to 8.5x11; nest insert; carton pack
- L. Summerquest Inserts
- Quantity
    - 1,500 Grades K-3
    - 1,000 Grades 4-6
    - 700 Grades 7-8
  - Size: 8.5x11
  - Paper Stock: 60# white offset
  - Ink Colors: 2 Pantone colors
  - Finishing: Nest insert into brochures; carton pack
- M. Summerquest Envelopes
- Quantity: 2,000 #10 envelopes and 2,000 9x12 envelopes (4,000 total)

**SCOPE OF SERVICES**  
**Outside Printing – Ad Hoc Printing**

The District is also seeking pricing for the printing of materials which are not done on a regular basis, but the District has ordered in the past two years.

Price per square foot for printing large format, color prints/plots (18x24, 24x36, etc.) and laminating

Price per square foot for mounting large format prints/plots to foam core (18x24, 24x36, etc.) and laminating

Price per square foot for mounting large format prints/plots to Gator board (18x24, 24x36, etc.)

Envelopes bearing the District (2 colors and black), and each school's (1 color and black) logo:

- #10 – No window
- #10 – With window
- #10 – With window – Do Not Forward (DNF)
- #10 – Security Envelope with window DNF
- Purchase Order (raised window) – all black logo
- 6x9 Booklet style
- 6x9 DNF
- 9x12
- 9x12 DNF
- 10x13
- 10x13 DNF

Presentation Folders - White Coated Pocket Folders with 4-Color Print Process

Yellow paper 3x4 post-it notes – black text

**SCOPE OF SERVICES**  
**Address and Mailing Services**

The District has certain planned addressing and mailing jobs, which cannot be prepared by District staff. Each of the jobs that follows is planned to occur on a regular basis. The quantity noted below are the planned quantities, however, the District may adjust the quantity for any project.

1. Inside Clayton/Annual Report – 1 time per year
  - Quantity: 7,500
  - Inkjet addresses
  - Apply 2 tabs
  - Deliver to Post Office
  
2. Elementary Summer Academy – 1 time per year
  - Quantity: 230
  - Inkjet addresses
  - Insert 3 pieces into envelope
  - Seal envelope
  - Deliver to Post Office
  
3. Clayton 101 – 1 time per year
  - Quantity: 900
  - Inkjet addresses
  - Insert 1 piece into envelope
  - Seal envelope
  - Deliver to Post Office
  
4. Clayton Education Foundation Newsletter – 2 times per year
  - Quantity: 9,300
  - Inkjet addresses
  - Tab
  - NCOA
  - Deliver to Post Office
  
5. Hall of Fame Invitations – 1 time every other year
  - Quantity: 5,800
  - Inkjet addresses
  - Assemble invitation packets
  - Postage advance
  
6. Clayton Education Foundation Annual Appeal – 1 time per year
  - Quantity: 13,000
  - Inkjet addresses on piece and envelope
  - Print mail merge letter on letterhead
  - Fold 1 page
  - Insert two pieces into envelope
  - NCOA
  - Deliver to Post Office
  - Postage advance
  
7. Alumni BBQ Postcards – 1 time per year
  - Quantity: 7,500
  - Inkjet addresses on piece and envelope
  - Deliver to Post Office

**SCOPE OF SERVICES**  
**Address and Mailing Services**

- Postage advance
  
- 8. SummerQuest – 1 time per year
  - Quantity: 1,350
  - Inkjet addresses
  - Insert 1 brochure and seal
  - Delivery to Post Office

While the above represent the District's planned mailings, the District may find that additional mailings are required during the term of the Agreement.

## 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.

### 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.

### Insurance

Company shall maintain at its cost and expense the following insurance coverage and will obtain and deliver to District certificates from its insurers evidencing said insurance coverage and confirming District's status as additional insured, while performing services hereunder, such certificates to be delivered simultaneously with execution of the contract with District:

- Workmen's compensation as required by law.
- General liability with limits of not less than \$2,000,000 for injury or death to any one person; \$2,000,000 for injury or deaths of two or more persons in any one occurrence; and property damage with a limit of not less than \$2,000,000 for each accident. District shall be named as additional insured.
- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Failure to provide or maintain the insurance required shall constitute a breach of contract which allows the District to immediately terminate the contract without notice to the Company, or at District's option, District may procure such insurance and all premiums paid by the District shall be reimbursed to District by deducting such amounts from subsequent payments due Company for services rendered by Company.



**SCOPE OF SERVICES**  
**MISCELLANEOUS**

**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.
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 “**Outside Printing and Mail Service**” and three copies of the pricing information (in a separately sealed envelope) to the attention of: Adrienne Lauf, Accountant/Internal Auditor, School District of Clayton, #2 Mark Twain Circle, Clayton, MO 63105 no later than 11:00 a.m., CST, July 8, 2019. 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 or facsimile offers will not be considered in response to this RFP, nor will modifications by electronic or 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 or 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 (Attachment 4). 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:

- Outside Printing (Planned Printing)
- Outside Printing (Ad Hoc Printing)
- Addressing and Mail Service

\_\_\_\_\_  
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 services.
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. If possible please include in these references at least one other school district, for whom the Company provides Outside Printing and Mail Service, 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. For each of the following positions, please provide the name, title, office location, and years with the Company, as well as a brief resume for each:
  - a. President/CEO;
  - b. Account Manager;
  - c. Day-to-day Liaison; and,
  - d. Any other Company representatives with whom the District will work routinely.
5. Please identify the office/location with which the District will work.
6. Please identify lead time, and delivery times for the services included in this RFP; including how long will it take to receive proofs, and to deliver materials to the mailing service.
7. Please note methods of receipt of purchase orders, as well as available payment methods (including any discounts for early/cash payments, or fees).
8. Please include any additional information regarding the Company that you believe relevant to this RFP.

**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 once negotiated. The fees quoted shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

The District reserves the right to increase or decrease the quantities included in this RFP. As such, please include any quantity adjustment limits on pricing on the pages that follow for each cost proposal. The Project ID correlates to the scope of services section above (A-M for Printing Services; 1-8 for Mailing Services). Please feel free to include additional cost information should the requested information fail to accommodate the Company’s pricing methodology.

The District does not require that the Company bid all five years, however, the District prefers at least 3 years be bid. Nor does the District require the Company bid all components of this RFP. Please indicate which services you are bidding on and sign this page.

- Outside Printing (Planned Printing)
- Outside Printing (Ad Hoc Printing)
- Addressing and Mail Service

Please note any information deemed relevant regarding this cost proposal that is not contained elsewhere:

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

**Cost Proposal (Planned Printing)**

<b>Project ID</b>	<b>Planned Quantity</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
A	8,750					
B	18,000					
C	9,000					
D	2,000					
E	26,000					
F	42,000					
G	5,500					
H	255					
I	170					
J	700					
K	3,200					
L	3,200					
M	4,000					

**Cost Proposal (Planned Printing)**

<b>Project ID</b>	<b>Lower Quantity Where Price Changes</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						



**Cost Proposal (Planned Printing)**

<b>Project ID</b>	<b>Higher Quantity Where Price Changes</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						
L						
M						

**Cost Proposal (Ad Hoc Printing)**

Price per square foot for printing large format, color prints/plots (18x24, 24x36, etc.):

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Price per square foot for laminating printing large format, color prints/plots (18x24, 24x36, etc.):

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Price per square foot for mounting large format prints/plots to foam core (18x24, 24x36, etc.):

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Price per square foot for laminating large format prints/plots to foam core (18x24, 24x36, etc.):

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Price per square foot for mounting large format prints/plots to Gator board (18x24, 24x36, etc.):

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024

Any additional information regarding the pricing per square foot of the three items above:

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**Cost Proposal (Ad Hoc Printing)**

Presentation Folders - White Coated Pocket Folders with 4-Color Print Process. Please price per unit, and include any changes in per unit price due to increased order quantity.

<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>

Yellow paper 3x4 Post-It notes – black text. The District currently has 80 notes per pack. Please note the number of notes in each pack as well as the price:

Post-It notes per book: \_\_\_\_\_

<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>

Envelopes bearing the District (2 colors and black), and each school’s (1 color and black) logo. The District logos can be viewed by scrolling down on the District’s homepage at <https://www.claytonschools.net/clayton>.

- #10 – Variations the District uses: no window, window, window with do not forward (DNF), security envelope with window DNF
- Check/Purchase Order (raised window) – all black logo
- 6x9 – Variations the District uses: Booklet style, DNF
- 9x12 – Variations the District uses: Standard, DNF
- 10x13 – Variations the District uses: Standard, DNF

**Cost Proposal (Ad Hoc Printing)**

<b>Envelope Type</b>	<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
#10						
#10						
#10						
#10						

<b>Envelope Type</b>	<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
6x9						
6x9						
6x9						
6x9						

<b>Envelope Type</b>	<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
9x12						
9x12						
9x12						
9x12						

**Cost Proposal (Ad Hoc Printing)**

<b>Envelope Type</b>	<b>Quantities for Which Price Applies</b>	<b>2019-2020</b>	<b>2020-2021</b>	<b>2021-2022</b>	<b>2022-2023</b>	<b>2023-2024</b>
10x13						
10x13						
10x13						
10x13						

Any additional information regarding the pricing per envelope above including any pricing variations between envelope styles. Feel free to attach additional pricing information, should the above fail to adequately accommodate the Company pricing methodology.

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**Cost Proposal (Addressing & Mailing Services)**

<b>Project ID</b>	<b>Planned Quantity</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
1	7,500					
2	230					
3	900					
4	9,300					
5	5,800					
6	13,000					
7	7,500					
8	1,350					

<b>Project ID</b>	<b>Lower Quantity Where Price Changes</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
1						
2						
3						
4						
5						
6						
7						
8						

**Cost Proposal (Addressing & Mailing Services)**

<b>Project ID</b>	<b>Higher Quantity Where Price Changes</b>	<b>Per Unit Cost in 2019-2020</b>	<b>Per Unit Cost in 2020-2021</b>	<b>Per Unit Cost in 2021-2022</b>	<b>Per Unit Cost in 2022-2023</b>	<b>Per Unit Cost in 2023-2024</b>
1						
2						
3						
4						
5						
6						
7						
8						

The projects identified in the scope of services are those the District plans to mail. However, additional mailing needs may arise. The District anticipates any additional mailings will be of a similar nature to those included in Projects 1-8, but with variable units. If there is any additional unit information beyond what is included in the 3 sections above, please note the same below or on an attached sheet.

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**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)



**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 \_\_\_\_\_, 20\_\_.

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

My commission expires:

# Attachment 6: W-9

<b>Form W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
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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.	Social security number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
<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.	Employer identification number <table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

<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.