



# School District of Clayton

## Request for Proposal

### Elevator Service

**10/29/2019**

**Contact Person:** Jim Brennell  
**Title:** Assistant Director of Facility Services  
**Phone #:** 314-854-6961  
**E-mail:** jamesbrennell@claytonschools.net

**RETURN PROPOSAL NO LATER THAN: Thursday, November 21, 2019 at 2:00 PM CST**

**RETURN PROPOSAL TO:**

School District of Clayton  
Attn: Jim Brennell  
305 N. Gay Ave  
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:

October 29, 2019.....	RFP available to Company
November 21, 2019 at 2:00 p.m. CST .....	Proposal due at 305 N Gay Ave
December 4, 2019 (tentative) .....	Board of Education meeting (Approval)
January 1, 2020 .....	Anticipated Start Date

### 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)

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## INTRODUCTION

This document is a formal Request for Proposal (RFP) for the Elevator Service for the School District of Clayton (District) for a period of 12 months, with options to renew for four additional 12 month terms at the prices included in the response to this RFP.

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.

**The Company is required to perform a site visit and inspect each of the District's elevators and specialty lifts. Please contact Jim Brennell to schedule the required visit.**

### **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.

2. Objective:

- 2.1. To provide required inspections, maintenance, and necessary service for the District's 11 elevators and 5 specialty lifts.

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.

## INTRODUCTION

- 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 Elevator 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. Service 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.

## 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. **Mandatory site visit is required. Appointments must be scheduled with the Facility Services Office: 314-854-6961.** Any Proposal submitted without a site visit will be rejected. 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 Jim Brennell, Assistant Director of Facility Services. 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

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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.

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

### Elevator Service

#### **Location of Elevators & Frequency/Minimum Onsite Maintenance Hours per Month**

Elevator maintenance hours are hours spent onsite only servicing each elevator unit monthly and do not include hours for travel time, repair services, callback services, and annual safety testing.

#### **Clayton High School - 1 Mark Twain Circle, Clayton, MO**

- Two (2) Long Hydraulic Elevators
- Two (2) Kone Traction Elevators
- One (1) Wheel Chair Lift
- One (1) Auditorium Material / Equipment Lift
- One (1) Orchestra Pit Lift
  
- One hour per month per elevator & fifteen minutes per wheel chair lift per month.
- 15 minutes per material equipment lift and 30 minutes for orchestra pit lift.
- Total minimum maintenance hours of 5 hours per month.

#### **Administration Building - 2 Mark Twain Circle, Clayton, MO**

- One (1) Long Hydraulic Elevator
  
- One hour per quarter (*every 3 months*) per elevator for a total minimum maintenance hours of 1 hour per quarter.

#### **Center of Clayton - 50 Gay Avenue, Clayton, MO**

- One (1) Long Hydraulic Elevator
  
- One hour per month per elevator for a total minimum maintenance hours of 1 hour per month.

#### **Wydown Middle School - 6500 Wydown, Clayton, MO**

- One (1) Kone Traction Elevator
  
- One hour per month per elevator for a total minimum maintenance hours of 1 hour per month.

#### **Captain Elementary School - 6345 Northwood, Clayton, MO**

- One (1) Long Hydraulic Elevator
- Two (2) Wheel Chair / Porch Lift
  
- One hour per quarter (*every 3 months*) per elevator for a total minimum maintenance hours of 1 hour per quarter & fifteen minutes per wheel chair lift (2 ea.).

#### **Glenridge Elementary School - 7447 Wellington Way, Clayton, MO**

- One (1) Long Hydraulic Elevator
  
- One hour per quarter (*every 3 months*) per elevator for a total minimum maintenance hours of 1 hour per quarter.

#### **Meramec Elementary School - 400 S. Meramec Ave., Clayton, MO**

- One (1) Long Hydraulic Elevator
  
- One hour per quarter (*every 3 months*) per elevator for a total minimum maintenance hours of 1 hour per quarter.

#### **Early Childhood Center - 301 N. Gay Avenue, Clayton, MO**

- One (1) Kone Traction Elevator
  
- One hour per quarter (*every 3 months*) per elevator for a total minimum maintenance hours of 1 hour per quarter.

## SCOPE OF SERVICES

### Elevator Service

The Company is to supply all necessary maintenance labor, repair labor, materials, testing, supervision and reporting required to maintain the District's elevator equipment in first class condition and in accordance with all applicable code requirements. In addition the Company will be supply all necessary labor and material for annual safety testing as required by The State of Missouri Elevator Safety Unit, The St. Louis County Department of Public Works, AMSE A17.1 Elevator Safety Code.

#### **Equipment**

The Company shall monthly and/or quarterly as specified in this document, examine, clean, lubricate and adjust the elevator equipment, and as conditions warrant repair or replace all elevator & wheel chair lift equipment located in these facilities including but not limited to:

- Hoist machines, hoist motors, brakes, hoist cables, governors, governor cables, and safeties
- Hydraulic power units including hydraulic oil reservoirs, hydraulic pump motors, hydraulic pumps, hydraulic control valves, oil line mufflers, and motor starters.
- Car sling, platform, car door sill, guide shoes, roller guide wheels and frames, hoistway door interlocks, closers, hangers, rollers, gibs, fascia, hanger covers, toe guards, controllers, leveling devices, relays, contactors, solid state devices, printed circuit boards, computers/microprocessors, electronic components, timers, rectifiers and all other parts and components.
- Selectors, selector tapes, cables, cams, limit switches, proximity switches, special design switches, door operators, interlocks, gate switches, door drives, chains, belts, hangers, rollers, gibs, clutch, door protection devices, car operating panels, hall pushbutton/control stations, fire service control panels, dispatching panels, lobby panels, car top operating stations, pit stop switches, pushbuttons, switches, read outs, bulbs, LED, bells, signals, emergency two way communication systems, key operated switches, emergency lighting and batteries, directional indicators, audible signals, car position indicators, all elevator electrical box covers, elevator controller doors, elevator equipment covers, elevator electrical panels/covers will be in place and secured at all times.
- Plunger packings, exposed piping, plunger grippers, pressure valves, main line shut off valves, hydraulic fluids.

#### **Exclusions**

The cost of repairing or replacing the following are not part of the Company's responsibility on this project:

- Main line fuses, auxiliary disconnect fuses, disconnect switches unless originally installed as part of elevator equipment, feeders to disconnect switches.
- Buried piping and hydraulic cylinders, lamps for car lighting, lamps for machine room and hoistway lighting.
- Refinishing cab interior, cab flooring, car door panels (except for scrapes caused by misadjusted door guides), hoistway enclosure, hoistway entrance door frames, hoistway door panels (except for scrapes caused by misadjusted door guides), hoistway door sills.
- Repairs or replacements caused by negligence, misuse, or vandalism of equipment not caused by the Company.

#### **Cleaning / Housekeeping**

The work site shall be kept in a clean, safe and orderly condition at all times. Any damage to building, equipment or finishes that is caused by the Company shall be immediately corrected at the Company's expense to the satisfaction of the District.

- The elevator equipment, machine rooms, pits, hoistway, cars, entrances shall be kept in a neat and clean condition.
- Controllers and control panels shall be kept free of dirt, dust, grease, and properly secured at all times.

## **SCOPE OF SERVICES**

### **Elevator Service**

- Hoistways, cab exteriors, car slings, buffers, hall sills past the door frames shall be swept down at least once annually.
- Car tops, door equipment, pits shall be cleaned and swept at least quarterly

#### **Lubrication**

All elevator equipment shall be lubricated in accordance with the manufacturer's suggest requirements. The Company shall use the lubricant recommended by the equipment manufacturer. Any leaking seals or gaskets shall be replaced. All lubricants will provided by the Company and be brought on site as needed. No storage of lubricants on site in elevator machine room or elevator hoistways will be allowed.

#### **Parts and Obsolescence**

- The Company is to include all replacement parts and equipment required to assure safe, reliable, efficient and code compliant operation of the elevator equipment.
- The Company shall maintain a sufficient supply of spare parts and have them readily available to the site. The Company shall only provide genuine elevator replacement parts that meet at least the original manufacturer's standard.
- Any defective part that is to be included in this project that the Company claims to be obsolete and no longer available shall be immediately reported to the District.
- The Company shall provide a quote for replacing the defective part along with a complete specification for the proposed materials. The District reserves the right to investigate the Company's claim of
- obsolescence and procure replacement parts if available. The District reserves the right to provide any spare parts or equipment that are the District's property, the Company will install those parts at no additional cost if the particular part is to be included in the contract. The reasonable cost for any direct replacement part supplied by the District shall be deducted from future sums due to the Company.

#### **Wiring Diagrams**

The Company shall be responsible for maintaining the elevator wiring diagrams. Any wiring changes must be properly recorded and an updated copy provided to the District. The wiring diagrams are the property of the District and the Company shall not remove them from the premises.

#### **Testing**

The Company shall include all costs perform all code required testing including by not necessarily limited to:

- Hydraulic pressure tests and no load traction elevator safety testing, and
- Monthly fire service tests, emergency alarm test, two way communications test, emergency lighting test and standby power (where applicable).

The Company will schedule all testing to be completed no later than the date that the test is due under applicable code requirements. The Company will schedule the required test 1 month in advance with the District. District will provide a Qualified Elevator Inspector to witness tests as required by applicable codes, State of Missouri Elevator Safety Unit, and St. Louis County Mechanical Dept.

Any additional cost that the District incurs due to a re-inspection that is caused by or due to failure of the system required to be maintained by the Company will be deducted from future sums due to the Company.

#### **Reporting**

The Company shall provide a maintenance control program in writing and stored in each elevator mechanical room with a copy provided to the District. The program shall meet applicable code requirements.

## SCOPE OF SERVICES

### Elevator Service

- A call back log, fire service test log, oil usage and safety test results will be part of the data provided.
- A written copy of each service report, work order, test result, etc. will be provided to the District at the time service is rendered. Each report will include- serial number of elevator worked on, description of work performed, any unfinished work, parts installed, name of employee performing the work, employee classification, TIME IN / OUT of the building.
- EACH WORK ORDER MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DISTRICT.
- The Company will semiannually provide a written report to the District outlining any deficiencies that the Company has noted, all call back data, all maintenance times and dates, confirmation that requirements of Elevator Equipment Operating Data are being maintained, all/any future code related updates that will affect the equipment and any upgrade recommendation that the Company feels will improve the equipment.

#### **Scheduled Service**

THE COMPANY SHALL NOTIFY THE FACILITY SERVICES DEPARTMENT PRIOR TO COMING TO ANY SCHOOL DISTRICT BUILDING LOCATION AND ITS PERSONNEL SHALL SIGN IN/OUT WITH THE FRONT OFFICE EACH TIME THEY VISIT.

As noted above, the Company shall include a specified minimum hours of preventative maintenance for each elevator on this project. This time will be measured from the time that the elevator personnel signs in/out on site and will not include any travel time, lunch breaks or time away from the building for any reason. Time expended for service calls, repairs or testing will not be deducted from the required maintenance time allotted.

- All scheduled work is to be performed between the hours of 8:00 AM – 4:30 PM unless previously arranged with the District. Removal of equipment from regular service shall be scheduled with the District.
- Company shall schedule in advance the regular maintenance with the District, the work is to be completed approximately the same date each month/quarter.

#### **Service calls / Response**

The Company is to include the cost in their monthly maintenance price to provide unlimited emergency and non-emergency callback services during regular working hours, 8:00AM - 4:30PM at no additional cost to the District. Overtime calls covered under this agreement include the regular time portion of overtime calls and the overtime portion of overtime calls will be billed to the District at the rates indicated in their Proposal.

- Company is to provide a 24 hour emergency contact number.
- Company will only respond to service requests from an authorized representative of the District.
- Company employees must carry emergency two way communications at all times while in the building.
- The District's authorized representative must sign the Company's work orders that have the time in/out recorded.

#### **Response**

- Service request- regular working hours: Company personnel are to arrive at building site within 4 hours of receiving the service request at their 24 hour number.
- Service request- overtime hours: Company personnel are to arrive at building site within 4 hours of receiving the service request at their 24 hour number.
- Emergency service request- Company personnel to arrive at building site within 1 hour of receiving emergency service request at their 24 hour number.

## **SCOPE OF SERVICES**

### **Elevator Service**

#### **Elevator Emergency Phone Monitoring:**

Provide the District with a 24 hour monitored service to monitor the school emergency elevator cab telephones at no additional charge. The Company will be responsible to contact the District regarding emergency calls and dispatch a service technician in the event of an emergency call.

#### **Elevator Equipment Operation Data**

The Company shall keep the elevator equipment operating at an optimum performance level in accordance with Industry standards and requirements below.

- The elevator acceleration and deceleration shall be smooth and efficient.
- The elevator car speed shall not vary more than 5% of rated speed.
- The elevator doors shall operate in a smooth and efficient manner. The door opening and closing time shall be maintained with the original manufacturer's operating standards.
- Door standing times will be maintained in accordance with code.
- The maximum door closing force shall be maintained in accordance with code.
- Maintain elevator floor levels at code requirements – regardless of load.

#### **Service Level Agreement**

If an elevator is not operable more than 72 hours per month - without the District's consent, the portion of maintenance payment (for said elevator(s)) will not be due and credited to the District for the entire month in which the elevator is inoperable. This in no way limits the rights of the District to terminate the contract under the terms of this agreement.

#### **District's Right to Inspect**

The District reserves the right to inspect or designate an inspector to review the Company's work and records for compliance with the contract and for quality control. The Company will cooperate and provide any requested information. The Company will promptly correct any deficiencies that are its responsibility under this specification.

#### **Safety and Building Security**

- The Company will perform the work in a safe and efficient manner. The Company's personnel shall be properly licensed, skilled and trained to perform the required work. The Company will provide all necessary tools and safety equipment to safely complete the required work: (including but not limited to) proper barricades to protect open elevator hoistway or equipment conditions, warning signs, supervision, personal protective equipment, fall protection, ladders, and other/all OSHA/Safety required tools and equipment.
- The Company shall follow OSHA Lockout / Tag out procedures.
- The Company is generally not allowed on the District's roof area. If the District approves access to the Company, then the Company shall take any and all necessary safety precautions necessary to protect workers/others and to not cause damage to the roof structure.
- All keys provided by the District are to remain the District's property and shall not be copied or removed from the premises without the District's express permission.
- Company's personnel shall wear a company uniform and carry proper identification at all times that they are on site.
- Company personnel shall comply with District's site rules for conduct, language and housekeeping.
- District reserves the right to require the Company to reassign any Company employee that District finds unsuitable for the services being provided.

## **SCOPE OF SERVICES**

### **Elevator Service**

#### **Software**

The existing elevator equipment may contain software, parts or equipment owned by others. The software may not be used on any other equipment. The Company shall not copy, alter or modify the software in any manner or allow anyone else to do so unless expressly approved by software owner. All trade secrets, copyrights, patents or other intellectual and proprietary rights in said software are and remain software owner's valuable property, including but not limited to the specific design and structure of individual programs, their interaction, and unique programming technique, employed therein. Said software shall not be sold or reused upon removal unless expressly approved by the software owner – otherwise said materials shall be appropriately disposed of.

## 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.

### 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 conforming District's status as additional insured, while performing services hereunder, such certificates to be simultaneously with execution of the contract with the 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



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

damage with a limit of not less than \$2,000,000 for each accident. The District shall be named as an additional insured.

- Unemployment insurance and all other insurance required by Missouri law for the benefit of the Company.
- Automobile insurance on any vehicles on District property.
- 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.

**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 “**Elevator Service**” and three copies of the pricing information (in a separately sealed envelope) to the attention of: Jim Brennell, Assistant Director of Facility Service, School District of Clayton, 305 N Gay Ave, Clayton, MO 63105 no later than 2:00 p.m., CST, November 21, 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:

Elevator 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

---

Years in Operation	Years under current structure and/or under previous structure
--------------------	---

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

---

**Company Officer’s Name**

---

**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. Please include in these references at least one other school district, for whom the Company provides Elevator 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. The Company must have technicians with at least 10 years of experience in the servicing, maintaining, repair, and testing of similar elevators of the type and manufacture the District currently operates. Please provide the names and years of experience of your elevator service mechanics which have been trained on:
  - a. Long Elevator & Machine Co., Inc., equipment, and have over three years' experience maintaining, repairing, and testing of Long Elevator systems.
  - b. Kone Elevator Company equipment and have over three years' experience maintaining, repairing, and testing Kone Elevator systems.
  - c. Wheel chair lifts similar to the lifts in the District, and have over three years' experience maintaining, repairing, and testing the same.

**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 annual total fixed fee shall be inclusive of all expenses and costs, including direct labor, indirect costs and profit.

**Maintenance Pricing (Please include the total for the year):**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Clayton High School					
Administration Building					
Center of Clayton					
Wydown Middle School					
Captain Elementary					
Glenridge Elementary					
Meramec Elementary					
Early Childhood Center					

**Material Markup for materials excluded from this agreement: \_\_\_\_\_%**

**COST PROPOSAL (Continued)**

**Mechanic & Apprentice Rates for work outside of the scope of this agreement:**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Hourly Mechanic Rate					
Hourly Apprentice Rate					
1.7 Overtime Rate Mechanic					
1.7 Overtime Rate Apprentice					
2.0 Overtime Rate Mechanic					
2.0 Overtime Rate Apprentice					

Please explain how and when overtimes is charged:

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**COST PROPOSAL (Continued)**

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 ▶
------------------	----------------------------	--------

**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.