

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

2/6/19

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Contract with Demoulin to purchase new band uniforms for Scott High School

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

Scott High School would like to purchase new band uniforms and will use Demoulin, approved state vendor.

**FISCAL/BUDGETARY IMPACT:**

\$35,147.00

**RECOMMENDATION:**

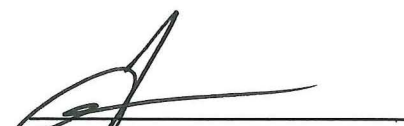
Consider/Approve contract with Demoulin to purchase new band uniforms for Scott High School in the amount of \$35,147.00. This amount will be paid in three payments (\$11,714.50 when order is placed, \$11,714.50 to be paid within 180 days or before delivery, and final payment of \$11,714.50 to be paid no less than 180 days after delivery date. This will be paid out of the Marching Band School Activity account.

**CONTACT PERSON:**

Bryce Miller, Band Director

  
Principal

  
District Administrator

  
Superintendent

*Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.*

*Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.*

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

**DeMOULIN**  
BROS. & CO. • 1025 SO. FOURTH ST  
GREENVILLE, ILLINOIS 62246  
Tel 800 228-8134 • Fax 618 664-1647

# Sales Agreement

Your Area Representative:  
Doug Neal  
toll free: 866-933-0726  
cell: 859-619-7372  
email: dneal@demoulin.com  
www.demoulin.com

Bill To: **Scott High School Band**  
**Bryce Miller**  
**5400 Old Taylor Mill Road**  
**Taylor Mill, KY**

Ship To: **Scott High School**  
**Bryce Miller**  
**5400 Old Taylor Mill Road**  
**Taylor Mill, KY**

Telephone:

Email: [bryce.miller@kenton.kyschools.us](mailto:bryce.miller@kenton.kyschools.us)

This order is made in good faith with the understanding that it will become an agreement for the sale of goods described at the prices and terms shown, upon acceptance and acknowledgment by the Seller at Seller's office in Greenville, Illinois. This transaction shall be governed solely and exclusively by the terms and conditions set forth in this agreement.

Payment Terms: **Special Payment Arrangements - See Below\***

Delivery: **Estimated to ship: DAYS AFTER RECEIPT AT GREENVILLE, ILLINOIS OF THE THESE FOUR DETAILS:**

1. This signed Agreement with down payment shown below.
2. Approved Sample Uniform to be duplicated.
3. Written approval of sample uniform noting all changes.
4. Sizes - to include measurements and/or approval of stock sizes.

QUANTITY	STYLE	ITEM DESCRIPTION	UNIT PRICE	EXTENSION
70	LC436	Depp Designed Band Coat	\$211.60	\$14,812.00
70	B569	Bibbers w snap hems	\$103.32	\$7,232.40
70	Spec	single Drop Pendants	\$10.84	\$758.80
70	30-1	Depp designed Shako w case	\$71.02	\$4,971.40
70	Fr Up	12" French Upright Plume w flecks	\$17.96	\$1,257.20
70	Spec	Special Hat Wrap	\$18.50	\$1,295.00
70	B793	Baldric w velcro	\$28.52	\$1,996.40
70	Spec	Side Drape	\$40.34	\$2,823.80

Shipping Terms: **F.O.B. SCHOOL**

1st 1/3 payment of \$11,714.50 to be paid when order is placed.  
2nd 1/3 payment of \$11,714.50 to be within 180 days or before delivery  
3rd and final payment of \$11,714.50 to be paid no less than 180 days after delivery date!

Subtotal	\$35,147.00
Shipping & Handling	\$0.00
Subtotal	\$35,147.00
Sales Tax	
Contract Total	<b>\$35,147.00</b>
Down Payment	<b>\$11,714.50</b>
Balance Due	<b>\$23,432.50</b>

I declare myself duly authorized to commit my organization to this purchase and that monies for payment of same have been authorized, and are now, or will be, available for full payment of order as per terms stated above. This agreement may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents and accepted by the seller at the seller's home office in Greenville, Illinois. I HAVE READ THE CONDITIONS OF SALE ON THE BACK, INCLUDING THOSE LIMITING WARRANTIES, AND I AGREE TO ALL THE PROVISIONS THEREIN.

Buyer's Signature: \_\_\_\_\_ Date: January 29, 2019

Position: **Bryce Miller** Organization: **Scott High School Band**

This Agreement shall not bind DeMoulin Brothers & Company until accepted and countersigned below by a representative of the DeMoulin Brothers & Company home office in Greenville, Illinois.

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

# Sales Agreement

Your Area Representative:  
Doug Neal  
toll free: 866-933-0726  
cell: 859-619-7372  
email: dneal@demoulin.com  
www.demoulin.com

## CONDITIONS OF CONTRACT

1. LIMITED WARRANTY AND DISCLAIMER, SOLE REMEDY - Seller warrants that the goods to be delivered are substantially identical with the Buyer's approved sample and that they will conform to the specifications described under this Agreement. Merchandise not meeting specification will promptly be corrected. Seller shall repair, or, at its discretion, replace any defective uniform part pursuant to the terms of the DeMOULIN BROTHERS & COMPANY LIFETIME LIMITED WARRANTY (the "LIMITED WARRANTY"). The LIMITED WARRANTY delivered to Buyer with the goods shall apply and the same is hereby made a part hereof as though fully set forth herein. THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. The remedy provided herein shall be the exclusive and sole remedy of Buyer. Buyer shall not be entitled to claim any consequential damages (including lost profits) for non-conforming or defective goods or for late delivery or non-delivery. Sellers' warranty made in connection with the sale shall not be effective if Seller has determined, in its sole discretion, the goods have been misused in any manner or have not been cared for in accordance with instructions furnished by Seller. \_\_\_\_\_ **Customer's Initials.**

2. UNIFORM SIZING- In the event Buyer elects to use stock sizing, Buyer agrees that Seller shall do the stock sizing. Buyer understands that Seller will spread out the stock sizes throughout the range of students measured and attempt to fill in the blanks. Buyer is aware that Seller shall make the final decision concerning the actual sizes used on the order and finds this acceptable. Regarding any method of uniform sizing, Buyer consents that Seller will only make decisions regarding measurements sent to Seller at the time of the order and that Seller is not responsible for any changes in any student's measurements after the order is placed. \_\_\_\_\_ **Customer's Initials.**

3. DISCLOSURE CONSENT- The following information applies strictly to any and all manufactured items utilizing sequins, sequined cloth, holographic fabric, mirrored emblems, and any other fabrics or decorative accents not expressly covered by the LIMITED WARRANTY (collectively, "Delicate Fabrics") provided by Seller, manufactured by Seller or goods manufactured by other contracted vendors, sold or distributed through Seller. Goods containing Delicate Fabrics should be handled with the utmost care and follow the care instructions sent with the product. Due to the delicate nature of goods made with Delicate Fabrics, we cannot predict the life expectancy of these goods nor can we accept the return of any garments for any reason. Seller will offer absolutely no guarantee or warranty of any type for any of these goods. \_\_\_\_\_ **Customer's Initials.**

4. NOTICE OF CLAIMS - Notice of claims arising from the LIMITED WARRANTY must be submitted in writing to Seller at Greenville, Illinois 62246. Within 20 days of notifying Seller of any such claim, Buyer must make all goods for which the claim is being made available for inspection by Seller at a location and time reasonably convenient to both parties. \_\_\_\_\_ **Customer's Initials.**

5. CANCELLATIONS - No part of this Agreement can be canceled or altered after the merchandise has been cut. \_\_\_\_\_ **Customer's Initials.**

6. DELIVERIES - This Agreement is a shipment agreement. The goods sold F.O.B. or C.I.F., as stated on shipping instructions on the face of this Agreement. The acceptance of the merchandise by any common carrier shall constitute delivery. Merchandise will be shipped subject to actual valuation and title of goods and risk of loss shall pass to Buyer upon delivery to common carrier and invoicing thereof to Buyer. It is Buyer's responsibility to check condition of shipment before signing unconditional delivery slip of carrier. All claims against the carrier must be filed by Buyer with delivering carrier. \_\_\_\_\_ **Customer's Initials.**

7. LIMITATION ON RETURNING MERCHANDISE - No merchandise (including any products that are produced and/or modified by Seller) shall be returned by Buyer unless such return is authorized by Seller. Retention of goods without written claim or objection for more than 15 days, (or the use of goods in any manner), shall constitute an unconditional acceptance of the same by Buyer, unless otherwise agreed in writing. \_\_\_\_\_ **Customer's Initials.**

8. PAYMENT- Payment shall be in the manner set forth on the face of this Agreement. \_\_\_\_\_ **Customer's Initials.**

9. INTERPRETATION OF AGREEMENT - This Agreement and the LIMITED WARRANTY is intended by the parties as the final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. This Agreement supersedes Buyer's order solicited by the salesperson. There are no oral or unexecuted understandings, representation or agreements relating to this Agreement not fully expressed herein. \_\_\_\_\_ **Customer's Initials.**

10. IMPROPER USE - Seller is not responsible for any claims or damages that may arise from inappropriate or unauthorized use of any component of the uniform. Buyer releases and agrees to indemnify Seller for any and all claims resulting from such inappropriate or unauthorized use or improper care. \_\_\_\_\_ **Customer's Initials.**

11. APPLICABLE LAW - This Agreement shall be governed by the Uniform Commercial Code as adopted by the State of Illinois, as effective and in force on the date of this Agreement. \_\_\_\_\_ **Customer's Initials.**

12. DELAYS BEYOND SELLER'S CONTROL - In the event that delivery under this Agreement is prevented or delayed by strikes, lockouts, embargoes, lack of shipping facilities, lack of or inability to obtain raw materials, labor, fuel, or any cause or circumstance not limited to the above, beyond Seller's control, Seller shall not be liable for such delay and Seller's time for performance shall be extended by the period of said delay. \_\_\_\_\_ **Customer's Initials.**

13. SHIPMENT AND TERMS - Seller may make partial or complete shipment prior to shipping date indicated with the understanding payment will not be due until the date shown on the face of this Agreement. \_\_\_\_\_ **Customer's Initials.**

# Sales Agreement

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F

<p>Form <b>W-9</b> (Rev. December 30, 2014) Department of the Treasury Internal Revenue Service</p>	<h2>Request for Taxpayer Identification Number and Certification</h2>	<p>Give Form to the requester. Do not send to the IRS.</p>																				
<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>DeMoulin Brothers &amp; Company</b></p>																						
<p>2 Business name/disregarded entity name, if different from above</p>																						
<p>3 Check appropriate box for federal tax classification; check only one of the following seven boxes:</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Individual sole proprietor or single-member LLC</td> <td><input type="checkbox"/> C Corporation</td> <td><input checked="" type="checkbox"/> S Corporation</td> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Trust/estate</td> </tr> <tr> <td colspan="5"> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>_____</b></p> <p>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p> </td> </tr> <tr> <td colspan="5"> <p><input type="checkbox"/> Other (see instructions) <b>_____</b></p> </td> </tr> </table>			<input type="checkbox"/> Individual sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation	<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate	<p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <b>_____</b></p> <p>Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.</p>					<p><input type="checkbox"/> Other (see instructions) <b>_____</b></p>									
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<p><input type="checkbox"/> Other (see instructions) <b>_____</b></p>																						
<p>4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3): Exempt payee code (if any) <b>_____</b> Exemption from FATCA reporting code (if any) <b>_____</b> <small>Apply to accounts established on or after 01/01/13</small></p>																						
<p>5 Address (number, street, and apt. or suite no.) <b>1025 South 4th Street</b></p> <p>6 City, state, and ZIP code <b>Greenville, IL 62246</b></p>		<p>7 List account number(s) here (optional)</p>																				
<p><b>Part I Taxpayer Identification Number (TIN)</b></p> <p>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the 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.</p> <p>Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.</p> <table style="width: 100%;"> <tr> <td colspan="2">Social security number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> <td style="border: 1px solid black; width: 40px; height: 20px;"></td> </tr> <tr> <td colspan="2" style="text-align: center;">or</td> </tr> <tr> <td colspan="2">Employer identification number</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">7</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">2</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">4</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">5</td> </tr> <tr> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 40px; height: 20px; text-align: center;"></td> </tr> </table>			Social security number						or		Employer identification number		3	7	0	2	4	4	2	5	0	
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0	2																					
4	4																					
2	5																					
0																						
<p><b>Part II Certification</b></p> <p>Under penalties of perjury, I certify that:</p> <ol style="list-style-type: none"> <li>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</li> <li>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</li> <li>I am a U.S. citizen or other U.S. person (defined below); and</li> <li>The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</li> </ol> <p><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 3.</p>																						
<p><b>Sign Here</b></p> <p>Signature of U.S. person <b>Kay Raymond</b></p> <p>Date <b>10/5/2016</b></p>																						
<p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p>Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at <a href="http://www.irs.gov/irb">www.irs.gov/irb</a>.</p> <p><b>Purpose of Form</b></p> <p>An individual or entity (from W-9 requested) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>Form 1099-DIV (dividend income or paid)</li> <li>Form 1099-INT (interest earned or paid)</li> <li>Form 1099-ORD (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by broker)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> </ul> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.</p> <p>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2.</p> <p>By signing the filled-out form, you:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).</li> <li>Certify that you are not subject to backup withholding, or</li> <li>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, and</li> <li>Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.</li> </ol>																						