

FAX BACK THIS SHEET ONLY
IMMEDIATELY

FAX (512) 414-0381

Attention: Judy Schuessler

Bid F10-02 Nutrition & Food Services
Special Dietary Needs For PKU Diet

The Austin ISD Food Services Department, Bids and Proposals are available on line. If you downloaded a bid *without receiving a bid invitation*, you are required to fax the following information back (512) 414-0381 as soon as you print this document so that you may be added to the vendor list to receive addendums to this bid/proposal.

If you have any questions, please contact Judy Schuessler at (512) 414-0258 or e-mail at jschuess@austinisd.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Country _____

Work Phone _____

Fax _____

E-mail _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
1717 West 6th Street, Hartland Plaza, Suite 214
Austin, Texas 78703
(512) 414-0258, (512) 414-0381 Fax

October 30, 2009

NOTICE TO VENDORS

Sealed bids will be received until **2:00 p.m., November 18, 2009** by the Austin Independent School District at the Nutrition and Food Service Office, 1717 West 6th Street, Hartland Plaza, Suite 214, Austin, Texas 78703, in accordance with specifications attached. **The envelope containing your bid should be plainly marked:**

***Bid Number F10-02 Nutrition & Food Services
Special Dietary Needs for PKU Diet
Opens 2:00 p.m., November 18, 2009***

Bids must be submitted in sufficient time as to be received and time stamped in the AISD Food Services Office, Hartland Plaza, Suite 214, on or before the published bid date and time shown in the bid invitation. Bids delivered to the AISD central mail facility or to AISD locations other than Suite 214 will not be considered "received" by the Food Services Office until they arrive in the Food Services Office, Hartland Plaza (Suite 214). AISD will not be responsible for delays in delivery resulting from need to transport a bid from another location or error or delay on the part of any carrier. Bids received in the Food Service Office after the published time and date cannot be considered.

The Board of Trustees reserves the right to reject any/or all bids, to award contracts for individual items as they may appear advantageous, and to waive all formalities in bidding.

AISD Board Policies can be accessed at our website, www.austinisd.org. Purchasing policies are included in Section C of the AISD Board Policy Manual.

Offers (bids) must remain open for acceptance for a period of sixty – (60) days subsequent to the opening of bids. No bid may be withdrawn during the period of firm opening without the prior written approval of the Board of Trustees, Austin Independent School District. AISD Board Policies can be accessed at our website, www.austinisd.org. Purchasing policies are included in Section C of the AISD Board Policy Manual.

Judy Schuessler
Purchasing Assistant
Nutrition Food Services
jschuess@austinisd.org

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

I. INSTRUCTIONS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS

1. Bids must be submitted on this form only and must reach the Austin Independent School District (AISD) Food Services Office on or before the hour of opening on the date specified. Late bids will not be accepted. Submit original and one **(1) copy** in a sealed, plainly marked envelope. Inquiries pertaining to this bid should be identified by title, date and bid number.
2. Vendors who have not obtained this solicitation document directly from AISD, or who may have downloaded the document from the AISD website, shall be responsible for immediately notifying AISD of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify AISD and submit Bids without receipt of all addenda issued may be deemed to have submitted Bids not responsive to this Invitation for Bid solicitation.
3. Bids must give vendors full name and address and shall bear the manually executed signature and the title of the authorized agent. Whoever signs the bid will be the contracting agency. If an entity other than the person signing the bid will be submitting invoicing, please indicate in writing that that will be (i.e. broker representative signing bid, but manufacturer submitting invoicing).
4. Bidders shall execute the Certification at the end of this Bid Invitation. Certification must include vendors' full name and address and shall bear the manually executed signature and the title of the authorized agent.
5. Bidder must complete and submit the enclosed **FELONY CONVICTION NOTIFICATION** with this bid.
6. Bids must show the unit price and total for specified quantity. In case of error in extension, unit price shall govern. "Discount From List" quotations are not acceptable unless so requested and in such cases list prices must be enclosed with the bid. Amendments to bids, once filed, may be submitted in a sealed envelope only, properly identified, prior to opening hour. Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. If request for withdrawal of bid is allowed based on proof of mechanical error, bidder will be removed from approved bid list for one year.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

7. The person whose signature appears on the Bid Form certifies (by signing this document) that the individual, firm and/or any principal of the firm on whose behalf this bid is submitted is not listed on the Federal Government's "List of Parties Excluded from Federal Procurement and Non-procurement Programs" published by the U. S. General Services Administration (GSA) effective as of the date of opening of this proposal, and agrees to notify the District of any debarment inquiries or proceedings by any federal, state or local governmental entity that exist or may arise between the date of this submission and such time as an award has been made under this procurement action.
8. The Austin Independent School District requires vendors to complete the Conflict of Interest Questionnaire (Form CIQ), as prepared by the Texas Ethics Commission, in compliance with House Bill 914, Chapter 176 of the Texas Local Government Code. The form should be prepared and submitted on-line at <http://www.austinisd.org/inside/hb914/ciqform.phtml>.
9. AISD shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality.
10. All vendors doing business with AISD must have on file a current Form W-9 Request for
11. All supplemental information required by the Bid Form must be included with the Bid. Failure to provide complete and accurate information may disqualify bidder.
12. Bids must show the unit price and total for specified quantity and shall include transportation F.O.B. destination prepaid and allowed. Amendments to bids, once filed, may be submitted in a sealed envelope only, properly identified, prior to opening hour.
13. Bids will represent a true and correct statement and shall contain no cause for claim of omission or error. If request for withdrawal of bid is allowed based on proof of mechanical error, bidder may be removed from approved bid list.
14. The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, district will consider bid to be as specified. Illustrations and complete description must be included with the bid if bidding other than specified.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

15. Samples and/or product specification documents may be required for items, as specified in the Special Instructions or Specifications contained herein. Product specification documents shall be submitted with the bid, properly referenced and clearly marked so as to indicate related bid item. Samples must be properly labeled and identified and must be submitted separately on or before bid opening. The label for a properly identified sample is to contain: (1) vendor's name, (2) bid number, (3) bid item number, and (4) item name corresponding to the one shown on the bid document. All transportation charges for samples shall be borne by the vendor. During evaluation, samples are handled by many different employees and may be lost or destroyed in the process. AISD assumes no responsibility for handling of samples.
16. In order to ensure the integrity of the selection process, bidder's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the offeror's response, directly or indirectly, through any contact with school board members or other district officials from the date this solicitation is released until the award of a contract by the Board of Trustees.
17. A written notice of award mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
18. Deliveries under terms of these offers will be in accordance with the dates indicated herein except where no date is indicated; the vendor will enter the earliest date, which can be assured. If delays are foreseen, written notice shall be given to the AISD Purchasing Office, which will consider an extension. Vendors should keep the school district advised of the status of orders, as failure to meet delivery dates may result in removal from approved bidders list. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt or replacement of items will be contingent upon claim adjustment by carrier. All goods are subject to inspection and return at the expense of the vendor if found to be inferior to those specified. Deliveries will be accepted Monday through Friday, **7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 2:00 p.m. only to school cafeterias only.**
19. AISD is a member of the Central Texas Purchasing Alliance (CTPA). If authorized by the vendor, authorized CTPA members may want to purchase goods and/or services in accordance with the pricing and purchasing terms established in the contract awarded for this bid. If your Company is interested in allowing CTPA members to use the pricing offered in your bid, complete the attached Adoption Clause. The Adoption Clause explains in more detail the use of contract(s) by members comprising the CTPA.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

20. Deliveries under terms of these proposals will be in accordance with the dates indicated therein except where no date is indicated; the vendor will enter the earliest date, which can be assured. If delays are foreseen, written notice shall be given the Food Service Department which will take the extensions under advisement. Vendors should keep the school district advised of the status of orders as failure to meet delivery dates may result in removal from approved bidders list. Delivery of purchases in good condition will be vendor's responsibility and no delay in receipt of replacement items will be contingent upon claim and adjustment by carrier. All goods are subject to inspection to those specified. **Deliveries will be accepted Monday through Friday, 7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 2:00 p.m. only to school cafeterias**, according to the delivery schedule indicated after each specification.
- a. All items shall be quoted delivered prepaid to Patton Elementary School Cafeteria, 6001 Westcreek, Austin TX 78749 and Barrington Elementary School Cafeteria, 400 Cooper Drive, Austin TX 78753
 - b. All items must be securely packed in uniform containers, adequately marked as to content and delivered without damage or breakage.
21. The Food Service Department reserves the right to cancel the entire contract or manufacturer the difference between the price so paid and the bid price in the event; (a) any item is not delivered according to the specifications and/or awarded bid price; (b) brands of merchandise other than brands named on the bid are delivered without prior approval of the Director of Food Service; (c) or orders are not delivered within the specified time period.
22. Quantities stated represent estimates needed during the bid period. The District reserves the right to increase or decrease quantities as needed.
23. Payments will be made upon completion of delivery and acceptance of merchandise in good order.
24. Bidders will indicate brand names. When applicable, grade will be listed in the proper column. When listing prices, quote prices for the unit size that will actually be delivered.
25. Excise tax exemption certificates will be furnished by the Business Manager for items designed in the proposals as requiring such certificates. The vendor agrees to protect the school district from recourse and all claims arising from patent and copyright infringement.
26. The successful bidder will be required to deliver all of the products included in this bid, therefore, only **one** vendor will be awarded **all items**.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

27. This is a fixed price, requirements contract under which the District shall order its requirements for the supplies and services described in the Bid Form from the successful bidder for the duration of the contract. Quantities shown are the District's best estimate of its requirements for the contract term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The term of this contract shall be for one year, with the term commencing upon Board Award of the contract. The date of this Board Award is estimated to be in December 2009. The District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary to ensure compliance with competitive requirements with no lapse in service.

****SPECIAL NOTE: As per the Texas Nutrition Policy we are requesting that you provide labeling information for the content of trans fat, if this information is available on applicable items.****

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

II. CONTRACT CLAUSES

1. TYPE AND TERM OF CONTRACT

This is a fixed price, requirements contract (or supply contract) under which the District shall order its requirements for the supplies and services described in the Bid Form from the successful bidder(s) for the duration of the contract. Quantities shown are the District's best estimate of its requirements for the contract term, but should not be construed as guaranteeing a minimum purchase quantity or establishing a ceiling. The term of this contract shall be for one year, with the term commencing November 18, 2009 through June 30, 2010. The District reserves the right to extend the contract for an additional sixty (60) days beyond the final expiration date if necessary to ensure compliance with competitive requirements with no lapse in service.

2. OPTION TO EXTEND

To the extent provided for in the contract, the District, at its sole option, may extend the initial term of this contract (2009-2010) for one (1) additional year(s) (2010-2011) by giving the Contractor written notice prior to the expiration of the current term. If the option to renew is exercised, the contract will continue under the same terms and conditions set forth herein. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

3. PAYMENT TERMS

Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by the District, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.

4. CONTRACTUAL RELATIONSHIP

Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

5. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the District, its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind for any acts or omission of Contractor, its officers, agents or employees, in performance of contract, so long as the sole negligence of the District is not the cause of the loss, claim, damage expense or cost.

6. GRATUITIES

The District may, by written notice to the Contractor, cancel this contract without liability to the District if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Austin Independent School District with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7. FORCE MAJEURE

- a. If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

- b. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond 30 days after the event or cause relied upon, then upon written notice after the thirty (30) days, the District reserves the right to cancel this contract without any further liability.

8. ASSIGNMENT-DELEGATION

No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the District. Any attempted assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

9. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

10. MODIFICATIONS

This contract can be modified only by a written agreement signed by both of the parties or their duly authorized agents.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

11. INTERPRETATION-PAROL EVIDENCE

This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

12. APPLICABLE LAW

This contract shall be governed by the laws of the State of Texas and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

13. ADVERTISING

Contractor shall not advertise or publish, without the District's prior consent, the fact that the District has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

14. VENUE

Both parties agree that venue for any litigation arising from this contract shall lie in Austin, Travis County, Texas.

15. TITLE & RISK OF LOSS

The title and risk of loss of the goods shall not pass to the District until the District actually receives, accepts, and takes possession of the goods at the point or points of delivery.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

16. DELIVERY TERMS AND TRANSPORTATION CHARGES

F.O.B. Destination, UNLOADED, unless delivery terms are specified otherwise in bid. The District cannot and will not accept tailgate deliveries, unless specified otherwise in the contract or on the order document. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 7:00 a.m. to 11:30 a.m. and 1:00 p.m. to 2:00 p.m. only to school cafeterias, Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or district facility in the room or rooms designated, at no additional charge.

17. PLACE OF DELIVERY

The place of delivery shall be that set forth in the solicitation. Any change thereto shall be affected by modification as provided for in Clause 10, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

18. SPECIAL TOOLS & TEST EQUIPMENT

If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the District and to the extent feasible shall be identified by the Contractor as such.

19. WARRANTY-PRICE

- a. The price to be paid by the District shall be that contained in the Contractor's bid which the Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to the Contractor's current prices on orders by others, or in the alternative, the District may cancel this contract without liability to District for breach at Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the District shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

20. WARRANTY-PRODUCT

Contractor shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the District. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In the event of a conflict between the specifications, drawings and descriptions, the drawings and descriptions shall govern.

21. SAFETY WARRANTY

Contractor warrants that the product sold to the District shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the District may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the District will be at the Contractor's expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the District. If any product called for by name in this specification should contain any asbestos material, the contractor must notify the purchasing agent immediately for the name of a suitable substitute asbestos-free product.

22. NO WARRANTY BY THE DISTRICT AGAINST INFRINGEMENTS

As part of this contract for sale Contractor agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. The District makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall the District be liable to the Contractor for indemnification in the event that Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the District to this effect in writing within two weeks after the signing of this contract. If the District does not receive notice and is subsequently held liable for the infringement or the like, the Contractor will save the District harmless (if the Contractor in good faith ascertains that production of goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that the District will pay the Contractor the reasonable cost of his search as to infringements).

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

23. RIGHT OF INSPECTION

The District shall have the right to inspect the goods before accepting them.

24. COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

Austin I.S.D. requires compliance with executive order 11246, entitled Equal Employment Opportunity, as amended by executive order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

25. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS

Any board member who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the district, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body are also required to file, and do file similar affidavits, the member is not required to abstain for further participation.

26. FUNDS AVAILABILITY

Any purchase order resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the AISD Board of Trustees or otherwise not made available to the District.

27. RIGHT TO ADDITIONAL COMPETITION

AISD occasionally purchases very large quantities of specific items and expressly reserves the right to purchase these and other similar items via other competitive methods if deemed in the best interest of AISD.

28. TERMINATION

The District reserves the right to terminate all or any part of the undelivered portion of any order resulting from this bid solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of the District, for convenience.

29. TAXES

Excise tax exemption certificates will be furnished by the AISD Finance Office for items designated in bids as requiring such certificates.

AUSTIN INDEPENDENT SCHOOL DISTRICT
 Bid Invitation Number F10-02
 Nutrition & Food Services, Special Dietary Needs for PKU Diet
 Bid Opening: 2:00 P.M., November 18, 2009

30. COPYRIGHTS AND PATENTS

In the event the contractor develops materials or products resulting in a copyright or patent while in the performance of this contract, the rights from those materials will accrue to the District.

31. RETENTION OF AND ACCESS TO RECORDS

The contractor shall retain any books, documents, papers, and records that are directly pertinent to the contract. The contractor shall make the said materials available for audit, examination, excerpt, and transcription to the district, sub-grantee or grantee of funds, or their authorized representatives, for a period of five (5) years following termination of the contract.

32. COMPLIANCE WITH CLEAN WATER ACT

The contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air act (42 U.S.C.1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations. The contractor will comply with State of Texas and local regulations if more stringent than the referenced federal regulations.

33. INSURANCE REQUIREMENTS

The contractor shall maintain insurance coverage, naming the district as additional insured, of the following types and amounts. Current certificates will be provided.

<u>Category</u>	<u>Limits</u>
Commercial General Liability	
General aggregate	\$1,000,000
Products/completed operations aggregate	\$2,000,000
Personal and advertising injury	\$1,000,000
Each occurrence	\$1,000,000
Fire damage	\$50,000
Medical expense	\$5,000
 Comprehensive Automobile Liability Insurance	
Bodily injury (per person)	\$500,000
Bodily injury (per accident)	\$500,000
 Owner's and Contractor's Protective Liability Insurance	
Bodily injury	\$500,000
Property damage	\$500,000

AUSTIN INDEPENDENT SCHOOL DISTRICT
 Bid Invitation Number F10-02
 Nutrition & Food Services, Special Dietary Needs for PKU Diet
 Bid Opening: 2:00 P.M., November 18, 2009

Umbrella Liability Insurance written on an occurrence basis, with minimum limits in the amount of:

<u>Contract Sum</u> (Per occurrence/aggregate)	<u>Minimum Limit Required</u>
Up to \$2,499,999	\$1,000,000
\$2,500,000 to \$4,999,999	\$2,000,000
\$5,000,000 to \$7,499,999	\$3,000,000
\$7,500,000 and over	\$4,000,000

WORKERS COMPENSATION COVERAGE

Employer's Liability	<u>Minimum Limit Required</u>
Each accident	\$500,000
Disease - Policy limit	\$500,000
Disease - each employee	\$500,000

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

****SPECIAL NOTE: As required by the Texas Nutrition Policy we are requesting that you provide labeling information for the content of trans fats in all applicable products.**

****SAMPLES REQUIRED PRIOR TO BID OPENING, IF BIDDING OTHER THAN BRAND(S) SPECIFIED.****

ITEM 1 – BREAD, SLICED, WHITE – 10 LOAVES

Shall contain no more than 30 mg phenylalanine (PHE), .6 g protein and 30 calories.
Pack size: 16 slices per loaf. Cambrooke Homestyle Sliced White Bread #10110 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 2 – BREAD, CINNAMON RAISIN – 10 LOAVES

Shall contain no more than 30 mg phenylalanine (PHE), .6 g protein and 30 calories.
Pack size: 16 slices per loaf. Cambrooke Cinnamon Raisin Swirl Bread #10111 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 3 – BREAKFAST BARS, APPLE – 5 PACKAGES

Shall contain no more than 10 mg phenylalanine (PHE), and .3 g protein.
Packsize: 4 bars. Cambrooke CBF Apple Breakfast Bar #10614 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

ITEM 4 – BREAKFAST BARS, BLUEBERRY – 5 PACKAGES

Shall contain no more than 25 mg. Phenylalanine (PHE), and .6 g. protein.
Packsize: 4 bars. Cambrooke CBF Blueberry Breakfast Bar #10617 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 5 – CALZONES, BARBECUE – 5 PACKAGES

Shall contain no more than 42 mg. Phenylalanine (PHE), and .8 g. protein.
Packsize: 2 calzones (approximately 148 g each). Cambrooke CBF Barbecue Calzone #10912 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 6 – CHEDDAR SHREDS – 5 PACKAGES

Shall contain no more than 37 mg. Phenylalanine (PHE), and .7 g. protein.
Packsize: 1 – 2 pound bag. Cambrooke CBF Cheddar Shreds #10314 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 7 – CHEESE – 10 PACKAGES

Shall contain no more than 29 mg phenylalanine and .66 g protein per serving.
Pack Size: 32 slices per package. Cambrooke American Cheese Singles #20311 or buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

ITEM 8 – CHICKEN TENDERS – 10 PACKAGES

Shall contain no more than .9 grams of protein and 44 mg phenylalanine per serving.
Pack size: 9 nuggets per package (3 nuggets per serving). Cambrooke Tweekz #10902 or
buyer approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 9 – CORNDOGS – 5 PACKAGES

Shall contain no more than 13 mg. Phenylalanine, and .3 g. protein per servng.
Packsize: 8 servings per package. Cambrooke CBF Corny Dogs #10915 or buyer approved
equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 10 – PIZZA, CHEESE – 10 UNITS

Shall contain no more than 44 mg phenylalanine and .95 g protein per serving. Pack size: 3
pizzas per unit. Cambrooke Cheese Pizza #10903 or buyer approved equal

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

ITEM 11 – POCKETS, PEANUT BUTTER AND JELLY – 5 PACKAGES

Shall contain no more than 27 mg. Phenylalanine and .6 g. protein per serving.
Packsize: 6 pockets per package. Cambrooke CBF Mini Pockets – PB&J #10913 or buyer
approved equal.

Brand _____ Pack _____
Case Price \$ _____ Extension: \$ _____
Shelf Life of Product: _____

AUSTIN INDEPENDENT SCHOOL DISTRICT
Bid Invitation Number F10-02
Nutrition & Food Services, Special Dietary Needs for PKU Diet
Bid Opening: 2:00 P.M., November 18, 2009

ITEM 12 – POCKETS, PIZZA – 5 PACKAGES

Shall contain no more than 35 mg. Phenylalanine and .8 g. protein per serving.
Packsize: 6 pockets per package. Cambrooke CBF Mini Pockets – Pizza #10909 or buyer approved equal.

Brand _____

Pack _____

Case Price \$ _____

Extension: \$ _____

Shelf Life of Product: _____

BID CERTIFICATION FORM

REFERENCES: Proposal must include three references for whom your firm has provided similar products/services within the last three (3) years. Please include company name, name of contact person and telephone number of reference.

COMPANY NAME	CONTACT PERSON/TITLE	PHONE NUMBER
_____	_____	_____
_____	_____	_____
_____	_____	_____

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Austin Independent School District that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by § 1.07(a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid; the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid; the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Austin Independent School District concerning this bid on the basis of any consideration not authorized by law; the Bidder also certifies and represents that Bidder has not received any information not available to other bidders so as to give the undersigned a preferential advantage with respect to this bid; the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Austin Independent School District in return for the person having exercised the person's official discretion, power or duty with respect to this bid; the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the Austin Independent School District in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid.

FIRM NAME _____

SIGNED BY _____

PRINTED NAME _____

TITLE _____

MAILING ADDRESS _____

TELEPHONE () _____ EXT _____ or 1-800- _____

FAX NUMBER () _____

DATE _____

E-MAIL ADDRESS _____

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code §44.034.

FELONY CONVICTION NOTIFICATION

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”.

Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”.

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR’S NAME: _____

AUTHORIZED COMPANY OFFICIAL’S NAME: _____

Check only one of the following:

- My firm is a publicly-held corporation, therefore, this reporting requirement is not applicable.
- My firm is **NOT** owned nor operated by anyone who has been convicted of a felony.
- My firm **IS** owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

(attach additional sheet if necessary)

Details of Conviction(s): _____

(attach additional sheet if necessary)

Signature of Company Official: _____

Austin Independent School District

Bid Number: _____

Name of Bid: _____

Central Texas Purchasing Alliance

Adoption Clause

USE OF CONTRACT(S) BY MEMBERS COMPRISING THE CENTRAL TEXAS PURCHASING ALLIANCE (CTPA).

- A. If authorized by the Vendor(s), resultant contract(s) may be adopted by the member districts of the CTPA as indicated below. Authorized members may purchase goods and/or services in accordance with contract pricing and purchasing terms established by the Contract Lead District.
- B. A list of members that may utilize the Vendor's contract is listed on the CTPA website, <http://209.184.141.5/ctpa/members.htm>.
- C. Any district member wishing to utilize such contract(s), will contact the Vendor to verify that the contract is available to them and will place its own order(s) directly with the successful Vendor. The Successful Vendor may contact the member districts to inform them about the contract award. There shall be no obligation on the part of any participating district to utilize the contract(s).
- D. A negative reply by the Vendor will not adversely affect consideration of the Vendor's Solicitation response.
- E. Each participating district has the option of executing a separate contract with the successful Vendor, which may contain general terms and conditions unique to that contracting district. If, when preparing such contract, the general terms and conditions of a district are unacceptable to the successful Vendor, the successful Vendor may withdraw its extension of their offer to that district.
- F. The Contract Lead District shall not be held liable for any costs or damages incurred by another district as a result of any award extended to that district by the Successful Vendor.

BY SIGNATURE BELOW, THE VENDOR HEREBY AUTHORIZES THE MEMBER DISTRICTS AS INDICATED BELOW TO ADOPT ANY CONTRACT RESULTING FROM THE VENDOR'S RESPONSE TO THIS SOLICITATION.

_____ YES

_____ NO

_____ YES, with the exception of the following districts:

Vendor Name: _____

Printed Name of Authorized Company Official: _____

Signature of Company Official: _____

Date: _____

Request for Taxpayer Identification Number and Certification

**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, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	<input type="checkbox"/> Exempt from backup withholding	
	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)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is 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 *How to get a TIN* on page 3.

Social security number									
or									
Employer identification number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

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

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

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

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

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

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

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

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

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

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

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

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

³ You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.