



**Furnishing & Installation of
Emergency Back-Up Generator
Nirvana Booster Station
Competitive Sealed Bid #2013-006
Town of Salem, NH**

April 2013

SALEM PURCHASING
Julie Adams, Purchasing Agent
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jadams@ci.salem.nh.us

Keith Hickey, Town Manager

Prepared for and in coordination with the
Salem Public Works Department
Frank Giordano, Utilities Manager
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**COMPETITIVE SEALED BID
to Furnish and Install
Emergency Back-Up Generator Sealed Bid #2013-006**

It is the intent of the Town of Salem, New Hampshire to engage the services of a qualified firm to provide the town with the following product(s) or services: **“Furnish and Install Emergency Back-Up Generator at Nirvana Pump House”**.

The Bid must be received no later than May 17th 2013 at or before 11:00am from interested firms to be eligible for consideration by the town. Each proposal will be submitted in a sealed envelope which is clearly marked **“Nirvana Emergency Generator #2013-006”**.

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 17th 2013 at 11:00am.

Sealed bids and all correspondence relating to this ITB shall be submitted to:

JULIE ADAMS
Purchasing Agent
Town of Salem
33 Geremonty Drive
Salem NH 03079

Please visit our website to download a copy of this Bid #2013-006 at www.townofsalem.org Finance-Purchasing/bids-proposals. Copies will not be faxed or emailed. Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Julie Adams, Purchasing Agent, at 603-890-2090 or jadams@ci.salem.nh.us during the following business hours: Monday through Friday 9:00am to 2:00pm.

One original **and** (1) copy will be required and must be received at the above address no later than May 17th 2013 on or before 11:00am, late proposals will not be considered.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS:

Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide pricing on all items appearing on the bid forms unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

The name of manufacturer, trade name, or catalog number mentioned in this request for bid description is for the purpose of designating a minimum standard of quality and type. Such references are not intended to be restrictive, although specified color, type of material and specified measurements may be mandatory.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS:

Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS:

Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

LIMITATIONS:

This Sealed Bid or Request for Proposal (RFP) does not commit the Town to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The Town reserves the right to accept or reject any or all proposals received as a result of this request, or to cancel in part or in its entirety this Bid/RFP, if it is in the best interest of the Town to do so.

PROPOSAL EVALUATION:

The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

- a. Fails to adhere to one or more of the provisions established in the proposal.
- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this proposal.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed bid form.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the town.

PROPOSAL RESULTS:

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE:

Provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

REFERENCES:

Projects /contracts within the past ten years best illustrating current qualifications for this project: (Please See Reference List).

AWARD OF CONTRACT;

It is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request: Please provide an overview of the following;

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- C. Be able to comply with the proposed or required time of completion or performance schedule;
- D. Have a demonstrated satisfactory record of performance.
- E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the contract terms.

MODIFICATIONS AFTER AWARD:

The Town reserves the right to incorporate minor changes/modifications, which may be required after an award has been made. The vendor will incorporate these changes at no additional cost, but may protest such action and not be bound by any such request if it can prove the timing or extent of the modifications implies major effort on its part. Modifications will be requested based on improvements to services that might be needed after the award of this Bid/RFP with reasonable accommodations being made with approval from both the Town and the vendor.

CANCELLATION OF AWARD:

The Town reserves the right to cancel the award without liability to the proposer at any time before a contract has been fully executed by all parties and is approved by the Town.

CONTRACT:

Any contract between the Town and the vendor shall consist of (1) the Bid/Request for Proposal (RFP) and any amendments thereto and (2) the Vendor's proposal in response to the Bid/RFP. In the event of a conflict in language between documents (1) and (2) referenced above, the provisions and requirements set forth and referenced in the Bid/RFP shall govern. The Town also reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor and such written clarification shall govern in case of conflict with the applicable requirements contained in the Bid/RFP and the Vendor's proposal. In all other matters not affected by written clarification, if any the Bid/RFP shall govern. The Vendor is cautioned that this proposal shall be subject to acceptance without further clarification.

EXECUTION OF AGREEMENT:

The successful proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

APPROVAL OF AGREEMENT:

Upon receipt of the agreement that has been fully executed by the proposer, the owner will complete the execution of the agreement and return the agreement to the contractor. The Agreement accompanied by a Town issued purchase order will be delivered to the contractor and will constitute a mutual approval and agreement by both parties to abide by the terms and conditions of the agreement.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION:

If at any time the proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice. In such an event, all finished and unfinished work, services, plans, data programs and reports prepared by the Vendor under this contract shall become the Town's property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed. However, the Vendor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of any contract. The Town may hold payments until such time as the exact amount of damages due the Town is determined.

FAILURE TO SUPPLY GOODS OR SERVICES:

If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

RIGHT TO REJECT BIDS:

The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

OWNERSHIP OF REPORTS:

All data, materials, plans, reports, and documentation prepared pursuant to any contract between the Town of Salem, NH and the successful Vendor shall belong exclusively to the Town.

INSURANCE CERTIFICATES:

The proposer must supply a current insurance certificate before any work commences. See; Insurance requirements.

WORKERS COMPENSATION:

All proposers and subcontractors at every tier under the proposer will conform to the requirements of RSA 281-A: 2 with close attention to sections VI (a), VI(c) and VII (a) as well as Section 281-A: 4.

PRICING:

Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered. All fuel surcharges, delivery charges and miscellaneous charges that are not part of the terms and conditions of this contract will only hold up payment if they are added to the submitted invoice.

INVOICING:

Unless otherwise specified, invoices will be submitted to Accounts Payable at 33 Geremonty Drive, Salem NH. The invoice must include an itemization of all items, supplies, repairs and labor furnished, including unit list pricing, net pricing and total amount due. Payment terms are net thirty (30) days from the date of the invoice. If there are multiple invoices, payment will be made upon completion and receipt of all approved invoices.

PAYMENT:

Unless otherwise specified or agreed upon, payment will be made within thirty (30) days after the receipt of the invoice that's approved by the Town or the completion of services.

TAX:

The Town is exempt from all sales and federal excise taxes. Our exemption number is 026000817

Please Invoice less these taxes.

DELIVERY:

Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES:

All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.

FORCE MAJEURE:

Neither party shall be liable for any inability to perform its' obligations under any subsequent agreement due to war, riot, insurrection, civil commotion, fire, flood, earthquake, storm or any other act of God.

NOTIFICATION:

Notification of the parties shall be considered to have been constructively received when it is mailed via the United States Postal service or delivered in hand to the parties as stated in the contract.

SEVERABILITY:

If any of the GENERAL TERMS AND CONDITIONS is held to be invalid or unenforceable, it will be construed to have the broadest interpretation which would make it valid and enforceable under such holding. Invalidity or unenforceability of a term or condition will not affect any of the other GENERAL TERMS AND CONDITIONS.

PROVISION REQUIRED BY LAW DEEM INSERTED:

Each and every provision and clause required by law to be inserted in this Request for Proposals and any subsequent Contract shall be deemed to be inserted herein and this Request for Proposals and Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted , or is not correctly inserted, then upon the application of either party, the Request for Proposals and Contract shall forthwith be physically amended to make such insertion or correction.

DISADVANAGED BUSINESS ENTERPRISES:

The Town hereby notifies all vendors that it will affirmatively insure that in any contract entered into pursuant to this Request for Proposals, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this request and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, or disability in consideration for an award.

NON-DISCRIMINATION:

Contracts from work resulting from this Request for Proposals shall obligate the Vendor/Contractor and Subcontractors not to discriminate in employment practices on the grounds of race, color, national origin, religion, sex, age, or disability. Statements as to non-discriminatory practices may be requested from the successful Vendor(s)/Contractor(s).

DEFINITIONS:

Proposal shall also mean quotation, bid, offer qualification/experience statement and services. Proposers shall also mean vendors, offerors, bidders, contractors or any person or firm responding to a Request for Proposals.

GOVERNING LAW:

The Laws of the State of New Hampshire shall govern all contracts entered into by the Town of Salem, NH. Any disputes, disagreements or contract issues, which cannot be settled between the Town of Salem, NH and the Vendor /Contractor, shall be resolved within the venue of the State of New Hampshire.

PROPOSAL ADVERTISMENT:

All proposals are required to be advertised as legal notices in three local newspapers. Proposals can also be viewed at the Town's website, as detailed below.

LEGAL NOTICES:

Lawrence Eagle Tribune
Salem Patriot
Union Leader

TOWN OF SALEM, NH (website):

WWW.TOWNOFSALEMNH.ORG



Form for General Bid

In compliance with all specifications enclosed the Bidder hereby proposes to furnish all products and perform all services in strict accordance with the contract documents provided. This Scope of Work listed in the enclosed specifications must be completed by the date and time specified at the prices stated below.

Bidder hereby agrees to **commence** work under the contract on or before:

Bidder hereby agrees to **complete** work/services/labor and furnish appropriate materials under this contract on or before:

Bidder hereby agrees to perform all the work described in the contract documents for the following lump sum of:

\$ _____ \$ _____
Words _____ Amount _____

- Proposal Submitted by (Business Name)
- Title of person authorized to sign proposals
- Name of person authorized to sign proposals (printed)
- Signature of person authorized to sign proposals
- Business Phone _____ Business Fax _____
- Business Address _____ Date _____
- Business Email _____
- Business Type _____ (Individual, Partnership, Corporation etc.)



SCOPE OF WORK

Furnishing & Installation of Emergency Back-Up Generator at Nirvana Booster Pump Station, Nirvana Road-Salem, NH:

- 1- 6' x 12' x 1' reinforced concrete generator pad
- Miscellaneous work to prepare generator pad.
- 1 – 50 kW propane fueled generator with sound housing, battery charger, block heater, rodent guards and all NFPA 110, UL 2200 features
- 1 – 200 amp, NEMA 3R, 3 pole automatic transfer switch.
- Tie into existing annunciator panel
- Lot – all miscellaneous power and control wiring
- Owner Training
- Stamped engineer drawings



Town of Salem, New Hampshire

Salem Purchasing
PH (603) 890-2090 FAX (603) 890-2091

Notice To Qualified Firms

*Do not alter these documents in any way.

*All documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate ideas, please do below or on a separate sheet and attach it to your proposal.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define specific requirements only. However, they are not meant to be restrictive. All services or benefits meeting or surpassing these specifications required are invited to submit a proposal.

For questions or clarification on specifications please contact
Utilities Manager, Frank Giordano (603) 890-2179
Purchasing Agent, Julie Adams (603) 890-2090

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration.

FAXED PROPOSALS WILL NOT BE ACCEPTED.



Town of Salem, New Hampshire

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Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the services, benefits, coverage's or information which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below or referenced in a section of your proposal.

Bids/proposals on services, coverages, benefits and materials not meeting the required specifications may be considered by the Town, however, all deviations must be listed above or enclosed in a section of your proposal.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in the specifications/scope of work within these documents; exceptions are in the spaces provided.

THIS FORM MUST BE SIGNED FOR YOUR PROPOSAL TO BE CONSIDERED. FAILURE TO SIGN THIS FORM COULD RESULT IN YOUR PROPOSAL BEING DISQUALIFIED or rejected as being unresponsive.



Town of Salem, New Hampshire

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Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bonafide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

- Proposal Submitted by (Business Name) _____
- Title of person authorized to sign proposals _____
- Name of person authorized to sign proposals (printed) _____
- Signature of person authorized to sign proposals _____
- Business Phone _____ Business Fax _____
- Business Address _____ Date _____
- Business Email _____
- Business Type _____ (Individual, Partnership, Corporation etc.)



Town of Salem, New Hampshire

Salem Purchasing
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No Bid Questionnaire

Reference: Sealed Bid #2013-006

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____

Dated _____, for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc,)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.) _____

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____

_____ (Signature)

_____ (Name & Title)



Town of Salem, New Hampshire

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Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts: Additional coverage is required if checked

Type of Insurance	Minimum Limits Required
<u>(X) Commercial General Liability</u>	
General Aggregate	\$2,000,000
Products-Completed Operations Agg.	\$2,000,000
Personal and Adv Injury	\$1,000,000
Each Occurrence Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Expense (Any One Person)	\$10,000
a. Occurrence	
b. Claims Made	
<u>(X) Commercial Automobile Liability</u>	
Combined Single Limit	\$ 1,000,000
Other \$_____	
<u>(X) Workers Compensation</u>	
NH Statutory including Employers Liability	
\$500,000/\$500,000/500,000	\$_____
<u>Commercial Umbrella</u>	
May be substituted for higher limits required above	
— Follow Requirements on All requested Coverage	\$_____
<u>() Other</u>	
Environmental – Pollution Liability	\$ 1,000,000

The Vendor/Contractor shall maintain for the duration of this program Workmen's Compensation Insurance as required by State Law for all of his/her employees that are engaging in any work at the site of the project. Vendor/Contractor shall require any subcontractor providing on-site work to carry insurance coverage's in a form and amount consistent with the insurance requirements specified. .



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INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification Number_____
- Authorized Signature _____
- Date _____
- Address_____
- Contact Phone _____
- Fax Number_____
- E-Mail Address_____

W-9

Form
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

**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 3	Name (as shown on your income tax return)					
	Business name/disregarded entity name, if different from above					
	Check appropriate box for federal tax classification: <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)					

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN* on page 3.

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

Social security number			

Employer identification number								

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. citizen or other U.S. person (defined below).

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 ►

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.