

# Scofield Ridge Homeowners Association

**RFP #2012-002**

**Subject: Sidewalk Construction**

**Due: March 30, 2012 2:00pm CST**

Scofield Ridge HOA c/o Goodwin Management, Attn.: Debra Johnson  
11149 Research Blvd., Suite 100 • Austin, TX 78759

Scofield Ridge HOA Request For Proposal #2012-002

Date Issued: March 1, 2012

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**This is a Request for Proposal (RFP).**

**Date Issued: March 1, 2012**

<b>Subject: Sidewalk Construction</b>		<b>Ref. No. 2012-002</b>
<b>Due Date:</b> March 30, 2012	<b>Time Due:</b> 2:00 p.m. CST	<b>Award Date:</b> April 30, 2012

**1.0 General Conditions**

1.1 This Request for Proposal (“RFP”) shall be on file with Goodwin Management, c/o Debra Johnson, 11149 Research Blvd., Suite 100, Austin, TX 78759, from 8:00 a.m. until 5:00 p.m., Monday through Friday, and available to interested individuals and entities (“Proposers”) from the Date Issued until the Due Date and Time.

**1.1.1 Proposers are expected to examine all documents that make up this RFP. Proposers shall promptly notify the Scofield Ridge HOA via Goodwin Management of any omission, ambiguity, inconsistency, or error that they may discover upon examination of the RFP. Goodwin and/or the Scofield Ridge HOA assume no responsibility for errors or misrepresentations that result from the use of incomplete proposals.**

1.2 All responses to this RFP (“Proposals”) shall be submitted on the attached response forms (pages 8-14 of this RFP). Proposals must be received by the Scofield Ridge Homeowners Association c/o Goodwin Management, Attn.: Debra Johnson at or before 2:00 p.m. CST on March 30, 2012. Each Proposal must be properly identified with the subject title and date and time due. Proposals shall be submitted BOTH (1) in written, hard-copy format, and (2) in electronic format on a CD, DVD or thumb drive and delivered in a sealed envelope via mail, courier service, or hand delivery to:

Scofield Ridge Homeowners Association  
c/o Goodwin Management  
Attn.: Debra Johnson  
11149 Research Blvd., Suite 100  
Austin, TX 78759

**FAXED PROPOSALS AND/OR LATE SUBMISSIONS WILL NOT BE ACCEPTED.**

1.3 All Proposals shall be addressed as shown below:

Request for Proposal on: Sidewalk Construction  
Reference Number: 2012-002  
Due Date and Time: 2:00 p.m. CST on March 30, 2012

**READ THIS RFP FULLY AND CAREFULLY. PROPOSALS SHALL BE COMPLETE UPON SUBMISSION, INCLUDING ALL FORMS AND ATTACHMENTS REQUIRED HEREIN. FAILURE TO STRICTLY COMPLY WITH THESE STATED TERMS OF SUBMISSION MAY RESULT IN REJECTION OF THE PROPOSAL.**

- 1.4 During the pendency of this RFP, Proposer shall not contact any Scofield Ridge Homeowners Association (“Scofield Ridge HOA,” “HOA”) Board Members except those designated herein this RFP or subsequent addendums or correspondence. Any questions or concerns should be addressed in writing to Debra Johnson, HOA Property Manager with Goodwin Management and e-mailed to [debra.johnson@goodwintx.com](mailto:debra.johnson@goodwintx.com) at least five (5) business days prior to the Due Date (on or before March 30, 2012). Please reference the above-designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of the Proposal. The HOA Property Manager’s phone number is 512-502-7540.
- 1.5 Any addendums or new information shall be posted on the Scofield Ridge HOA website, <http://www.scofieldridge.org>. It is the Proposer’s responsibility to check for any addendums or new information on this website.
- 1.6 All information required of the proposer, unless otherwise specified, must be completed on the forms provided by the HOA. Failure to manually sign the Proposal Response Form (Article 5.0 of this RFP) will disqualify Proposer. Persons signing the Proposal shall have the authority to sign the Proposal on Proposer’s behalf and shall be an officer or person authorized to bind themselves or the entity they represent to an agreement.
- 1.7 Each and every deviation from the terms, conditions, specifications, or performance requirements of this RFP shall be listed on the Deviation Form (Article 7.0 of this RFP) upon submission of your Proposal. Listing of deviations is an integral and required part of your Proposal. Any deviations not listed on the Deviation Form (Article 7.0 of this RFP) upon submission of your Proposal will not become part of the contract awarded by the HOA pursuant to this RFP.
- 1.8 Proposals will be opened at 2:00 p.m. CST on March 30, 2012. Proposals cannot be altered or amended after the March 30, 2012 2:00pm CST deadline. Alterations made before opening must be signed by the Proposer or Proposer’s agent. No Proposal may be withdrawn after the date and time of opening without approval of the HOA Board of Directors (“HOA Board”).
- 1.9 The HOA Board, acting on behalf of the HOA, in its sole discretion, may negotiate changes to any submitted Proposal, including price, after submitted Proposals have been opened.
- 1.10 The HOA Board reserves the right to accept and/or reject any and all submitted Proposals or any part thereof, waiving immaterial errors, and award the contract in the best interest of the HOA.
- 1.11 The HOA Board reserves the right not to award the contract to any proposer.
- 1.12 The HOA Board shall be sole interpreter of the terms, conditions, specifications, and performance requirements of this RFP.
- 1.13 In case of a discrepancy between the unit price and the extended total for an item, the figure that is most advantageous to the HOA will apply. An opened Proposal may not be changed for the purpose of correcting any error by the Proposer or Proposer’s agent.

- 1.14 It is not the practice of the HOA to award a contract on the basis of price alone. The HOA reserves the right to award the contract to the Proposer offering the best value, and not necessarily to the Proposer offering the lowest price. A Proposal may be evaluated and selected on the basis of reputation, experience, past performance, skill, financial capacity, product quality and features, delivery schedule, quality installation, compatibility with existing equipment, and product service warranty.
- 1.15 If, at any time, the successful Proposer fails to fulfill or abide by the terms, conditions, specifications, or performance requirements of this RFP, or any contract awarded and entered pursuant thereto, the HOA reserves the right to:
  - 1.15.1 Purchase Sidewalk construction and/or installation services on the open market and charge Proposer the difference between its contract price and new contractor's price;
  - 1.15.2 Deduct charges from successful Proposer's invoice at the time it is due; or
  - 1.15.3 Cancel the contract at the HOA's convenience, without penalty, by furnishing written notice of termination to Proposer, and select another Proposal and award a contract to its Proposer pursuant to the terms thereof.
- 1.16 At the HOA Board's sole discretion and convenience, the HOA may terminate any awarded contract without regard to cause, without prior notice, and without penalty, and pay for authorized services provided to the date of termination.
- 1.17 The successful Proposer may terminate the awarded contract at its convenience by providing thirty (30) days written notice to the HOA, without penalty.
- 1.18 If it is determined that any benefit to secure favorable treatment was offered, elicited, or provided by Proposer or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any officer or employee of the HOA or Goodwin Management, Proposer will be disqualified from consideration and/or the awarded contract will be terminated.
- 1.19 All goods, raw materials, and products provided pursuant to the awarded contract must be new and not used, shop worn, or reconditioned.
- 1.20 All work must be in compliance with and conform to any and all applicable state or local laws, ordinances, regulations, codes, rules, policies, and interpretations thereof.
- 1.21 Once a Proposal has been selected, items or processes may be substituted only by furnishing an equal or superior quality and/or grade product or process than originally specified at no additional cost to the HOA. Any such substitution shall be pre-approved by the HOA Board, and the acceptance of any such substitution shall be in the HOA's sole discretion.
- 1.22 Any contract awarded pursuant to this RFP is not assignable.
- 1.23 Invoices for partial payment must be approved in advance by the HOA Board.
- 1.24 Include a Material Safety Data Sheet (MSDS), if applicable.

- 1.25 Undisputed payments will be submitted to Proposer within thirty (30) days from receipt of original invoice.
- 1.26 Any contract awarded pursuant to this RFP shall be governed by the Uniform Commercial Code. Wherever the “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas effective and in force on the date of any such agreement between the HOA and Proposer.
- 1.27 The obligations of the parties under a contract awarded through this RFP are primarily performable in Travis County, Texas. Exclusive venue shall be Travis County, Texas, and any contract awarded under this RFP shall be governed by the laws of the State of Texas.
- 1.28 The HOA may, at its option, offset any amounts due and payable under a contract awarded under this RFP against any debt (including taxes) lawfully due to the HOA from the successful Proposer, regardless of whether the amount due arises pursuant to the terms of the contract or otherwise, and regardless of whether or not the debt due to the HOA has been reduced to judgment by a court.

**2.0 Special Conditions**

2.1 Scope of Work.

2.1.1 Proposer shall construct for the Scotfield Ridge Homeowners Association, as per the specifications listed in this document, approximately 450 feet of sidewalk, six feet wide, along eastbound of Scotfield Ridge Parkway from where the existing sidewalk ends to the end of the HOA-owned crete fence on Scotfield Ridge Parkway. This location is situated along the far right, eastbound lane of Scotfield Ridge Parkway between Utah Flats and Metric Blvd. in the Ridge at Scotfield Farms Phase VIII subdivision.

2.1.2 The successful Proposer shall be and remain an independent contractor throughout the term of any contract awarded pursuant to this RFP.

2.2 Insurance.

2.2.1 The successful Proposer shall procure and maintain in force during the terms of any contract awarded pursuant to this RFP, at its own cost, the following minimum insurance coverage:

A. Workers' Compensation and Employers' Liability

- i. State of Texas: \$1,000,000 Each Accident
- ii. Employer's Liability: \$100,000 Each Accident  
\$500,000 Disease-Policy Limit  
\$100,000 Disease-Each Employee
- iii. Waiver of Subrogation

B. Commercial General Liability

- i. Bodily Injury & Property Damage  
General Aggregate Limit: \$1,000,000
- ii. Personal & Advertising Injury Limit \$500,000
- iii. Each Occurrence Limit \$1,000,000

2.2.2 The policy shall be on an Occurrence Form and include the following coverage: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

C. Commercial Automobile Liability Limits

- i. Bodily Injury & Property Damage  
Combined Single Limit: \$1,000,000
- ii. Medical Payments: \$ 5,000 Per Person
- iii. Uninsured/Underinsured Motorist \$100,000

- 2.2.3 Prior to the execution of any awarded contract by the HOA, the successful Proposer shall forward Certificates of Insurance to the HOA Property Manager (Debra Johnson, Goodwin Management). The required insurance policies shall be procured and maintained in full force and effect for the duration of the awarded contract. Certificate Holder shall be the Scotfield Ridge Homeowners Association, c/o Goodwin Management, Attn.: Debra Johnson, 11149 Research Blvd., Suite 100, Austin, TX 78759.
- 2.3 Damage Provision.
- 2.3.1 If in performance pursuant to an awarded contract, successful Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent, damages the HOA's real or personal property, Proposer shall compensate the HOA for the cost of repair or replacement, whichever the HOA determines is appropriate under the circumstances. In such event, the HOA will provide to successful Proposer an invoice stating the actual cost of repairing or replacing the damaged property. Successful Proposer shall provide payment of the invoiced amount within thirty (30) days of its receipt of said invoice. Should successful Proposer refuse to compensate the HOA for the damage incurred, said invoiced amount shall be withheld from the amount payable to successful Proposer for services rendered pursuant to the awarded contract. This provision does not waive or diminish the HOA's right to pursue any and all legal remedies to collect for damages caused by Proposer, or Proposer's employee, affiliate, representative, partner, subcontractor, or agent.
- 2.4 Proposal Terms. By signing and submitting this Proposal, Proposer agrees:
- 2.4.1 To hold this Proposal open for one hundred twenty (120) days after the Due Date for review of the Proposal.
- 2.4.2 That orders will be delivered, "F.O.B., Destination, Inside" delivery within the time specified in the Proposal after receipt of order by e-mail, in-person, or by mail.
- 2.4.3 To furnish goods and services in strict compliance with the terms, conditions, Specifications, and performance requirements of this RFP.
- 2.4.4 That payment(s) will only be made from an original invoice, not from any statement, and invoices for payment shall be submitted via mail, courier, or personal delivery to:
- Scotfield Ridge HOA  
c/o Goodwin Management  
Attn.: Debra Johnson  
11149 Research Blvd., Suite 100  
Austin, TX 78759
- 2.4.5 The HOA, through Goodwin Management, shall notify the successful Proposer of any contested invoice(s) in writing, and the HOA and successful Proposer shall mutually

resolve such disputed invoice(s) within sixty (60) days of successful Proposer's receipt of said notice of dispute.

2.5 Grading Criteria. Proposal responses will be graded on the following criteria:

Price	45%
Completion Time	30%
References	20%
Inclusion of Registered P.E.'s (if applicable) Resume	5%

### 3.0 Specifications

3.1 Proposer shall provide total cost for the construction and installation of Sidewalk with the following specifications:

3.1.1 Proposer's Cost shall include all elements of constructing and installing a sidewalk in the Ridge at Scofield Farms subdivision, including but not limited to: mobilization, on-site storage, protection of surrounding flatwork and grading, complete installation of sidewalk, and clean-up **TO BE COMPLETED BY JUNE 30, 2012.** Any extensions to the project deadline must be approved in writing prior to the project completion deadline by the HOA Board of Directors.

3.1.2 Sidewalk shall be permanently installed according to City of Austin Building Code standards and in compliance with the Americans with Disabilities Act. Sidewalk shall be consistent in design, construction materials, and appearance with the existing sidewalk. The approximate length of the sidewalk is 450 feet and width is six (6) feet. Photographs and/or renderings of similar sidewalks are welcome.

3.1.3 Once awarded, the successful Proposer shall provide Shop Drawings for the design and construction of the sidewalks with specific material and dimension information. Photographs and/or actual samples of construction materials to be used may also be included with the Shop Drawings.

3.1.4 Fees for required City of Austin Building Permits, other City fees, all construction materials, and any other foreseeable costs shall be included in the Proposer's Proposal.

3.2 Proposers shall provide a schedule with the following milestones from notice of award (in weeks):

3.2.1 Submittal of Shop Drawings \_\_\_\_\_

3.2.2 Place Order for Construction Materials \_\_\_\_\_

3.2.3 Delivery of Construction Materials \_\_\_\_\_

3.2.4 Complete Construction/Installation of Sidewalk \_\_\_\_\_

Total Cost \$ \_\_\_\_\_

**4.0 Proposer Profile**

4.1 Company Name or D/B/A: \_\_\_\_\_

4.2 Telephone Numbers:

4.2.1 Phone: \_\_\_\_\_

4.2.2 Fax: \_\_\_\_\_

4.2.3 If there is no toll free number, does the company accept collect calls? \_\_\_\_\_

4.3 Contacts

4.3.1 Corporate Contact for this Proposal:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Website: \_\_\_\_\_

If local contact is the same as corporate contact, check here

4.3.2 Local Contact for this Proposal

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

4.4 Number of years company has been in business under this name: \_\_\_\_\_

4.5 Other company names used with dates,  
from/to: \_\_\_\_\_

**5.0 Proposal Response Form**

The undersigned certifies that the prices contained in this Proposal have been carefully checked and submitted as correct and final. All unit prices include the cost of delivery. The undersigned is authorized to bind themselves or the entity they represent to a contract. Proposer is:

\_\_\_\_\_ An individual proprietorship                      \_\_\_\_\_ A partnership

\_\_\_\_\_ A corporation chartered under the laws of the State of \_\_\_\_\_, acting by its officers pursuant to its by-laws or a resolution of its Board of Directors

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**6.0 References**

Proposer shall submit a list of at least three (3) references for which Proposer has provided like products or services. References will include contact name and telephone number. Proposals submitted without three references may be disqualified from consideration. Austin area references are preferred.

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

Company: \_\_\_\_\_

Contact name: \_\_\_\_\_ Phone number: \_\_\_\_\_

**7.0 Deviation or Compliance Form**

**DEVIATIONS:** In the event the undersigned Proposer intends to deviate from the general terms, conditions, special conditions or specifications contrary to those listed in the “Terms and Conditions” and other information attached hereto, all such deviations must be **LISTED ON THIS PAGE**, with complete and detailed conditions and information also being attached (attach additional pages as necessary).

**NO DEVIATIONS:** In the absence of any deviation entry on this page, Proposer assures the Scofield Ridge HOA of its compliance with the Terms, Conditions, Specifications, and information contained in this RFP.

**All Proposers MUST COMPLETE this page.**

**RETURN with Proposal or Proposal will be considered NON RESPONSIVE.**

Our Proposal is submitted according to: \_\_\_\_\_ Deviations listed above

**OR** \_\_\_\_\_ No Deviations

## **8.0 Release & Indemnification**

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, PROPOSER HEREBY AGREES AND CONSENTS FOR ITSELF, INDIVIDUALLY, AND ON BEHALF OF THE BUSINESS ENTITY, TO FULLY AND UNCONDITIONALLY RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE SCOFIELD RIDGE HOMEOWNERS ASSOCIATION AND/OR GOODWIN MANAGEMENT, INCLUDING THEIR OFFICERS, AGENTS AND EMPLOYEES, AND TO DEFEND AND HOLD IT HARMLESS FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES, OR LIABILITY FOR INJURIES TO REAL OR PERSONAL PROPERTY AND INJURIES TO PERSONS INCLUDING DEATH, INCLUDING PROPOSER'S EMPLOYEES, AFFILIATES, REPRESENTATIVES, PARTNERS, AGENTS, OR THOSE WORKING ON PROPOSER'S BEHALF, FROM ANY AND ALL OTHER COSTS, EXPENSES, ATTORNEY FEES, CLAIMS, SUITS, DEMANDS, LOSSES OR LIABILITIES OF ANY AND EVERY NATURE WHATSOEVER ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR IN CONNECTION WITH ANY CONTRACT AWARDED PURSUANT TO THIS RFP, REGARDLESS OF CAUSE OR OF THE SOLE, JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OR GROSS NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, SAVE AND EXCEPT THE SOLE AND EXCLUSIVE NEGLIGENCE OF THE HOA. THIS PROVISION SHALL APPLY TO ALL IMPUTED OR ACTUAL JOINT ENTERPRISE LIABILITY, IF ANY.**

**9.0 Non-Collusion Acknowledgment**

The undersigned Proposer affirms that they are duly authorized to execute this Proposal, that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Proposer, and that the contents of this Proposal as to prices, terms and conditions thereof have not been communicated by the undersigned Proposer, nor by Proposer's employee, affiliate, representative, partner, subcontractor, or agent, to any other individual or entity engaged in this type of business prior to the official opening of this RFP.

Company Name: \_\_\_\_\_

Signature of Company Officer: \_\_\_\_\_

Company Officer Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

## 11.0 Request for Taxpayer ID Number & Certification

Form <b>W-9</b> (Rev. October 2007) Department of the Treasury Internal Revenue Service	<h3 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h3>	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"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <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 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. 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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,