



# REQUEST FOR PROPOSAL

RFP 012019

Montrose Senior Center  
Kitchen Equipment

Mark Emmendorfer  
Montrose Township Supervisor

**REQUEST FOR PROPOSAL---THIS IS NOT AN ORDER OR OFFER**

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<b>DATE OF REQUEST</b>	JANUARY 2, 2019
<b>REFERENCE PROPOSAL NUMBER</b>	RFP 012019
<b>PROPOSED DATE/TIME REQUIRED</b>	JANUARY 18, 2019 11:00 A.M.
<b>SUBMIT PROPOSAL TO</b>	MONTROSE TOWNSHIP TOWNSHIP CLERK ATTN: FRED DOMINE MONTROSE TOWNSHIP 11444 N. SEYMOUR RD. MONTROSE, MI 48457
<b>MARK PROPOSAL</b>	“MONTROSE SENIOR CENTER KITCHEN EQUIPMENT” DELIVER TO THE CLERK IMMEDIATELY

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The Montrose Township Clerk on behalf of the Montrose Senior Center will be accepting proposals for kitchen equipment.

This equipment is to be delivered and installed in the Senior Center Kitchen. Estimated date of delivery is February 18, 2019 with installation to be finalized by February 22, 2019.

## **EXTENT OF WORK:**

### 1. General:

- A. Furnish and install all items of apparatus, equipment, materials and accessories as listed.
- B. Furnish and install all items of equipment and materials, which are basically requisite to the installation of complete and satisfactorily operating systems.
- C. The intent of the specifications is to outline or indicate types and qualities of materials.
- D. Divisions into chapters and paragraphs are for convenience only. Contractor shall assign work to proper personnel.
- E. Specification by reference. When reference is made to specifications of a Manufacturer, trade association, or similar source, such is made a part of these specifications and have the same force and effect as though reproduced herein, and on entering into a Contract, each Contractor acknowledges his familiarity with those pertaining to his work.

### 2. General Requirements

- A. All items of equipment shall be delivered to site, assembled, attached, and set in place at the building during regular working hours unless time schedule requirements necessitate otherwise, complete in every detail in accordance with the drawings and specifications ready to receive final connections by others. All items specified as manufacturers' standards shall include accessories as provided under manufacturers' descriptions. Where options are specified they shall be manufacturers' standard modifications or accessories.
- B. The Kitchen Equipment Contractor ("K.E.C.") will be responsible for complete and satisfactory accomplishment of all work bearing on his trade. All crating and refuse involved in this work shall be disposed of by the K.E.C.. All equipment shall be in perfect condition, thoroughly cleaned, tested, oiled and adjusted at time of turning over to Owner for his acceptance.
- C. The K.E.C. shall, at its own expense, make arrangements with the Owner for receipt of and placing in storage areas all shipments. Such shipments must be prepaid as there are no local funds available to pay transportation or other charges.
- D. All items of equipment for which National Sanitation Foundation has prescribed standards of construction must be constructed to conform with current standards and bear the N.S.F., U.L., A.S.M.E., and A.G.A. Seals of approval.
- E. The Base Proposal submitted under this division of work shall be based on the materials and equipment of the manufacturers' makes, sizes and types specified. Alternate Proposals shall be made separately on company letterhead for equipment that will conform with the plans and specifications showing cost differential of each item including cost of any required changes in mechanical work if alternate items are accepted. Final decision for acceptance or rejection of alternate items shall be at the discretion of the Architect and/or Owner.
- F. At the completion of installation, K.E.C. will provide the Owner with operations manuals for the operation and maintenance of each piece of equipment in addition to providing a trained Kitchen Equipment Instructor to demonstrate proper use of equipment to designated personnel.
- G. Not less than thirty (30) days nor more than sixty (60) days after Kitchen Equipment is in

operation, a complete inspection of the installation shall be made by qualified K.E.C. Personnel, making any necessary repairs or adjustments with a written report to provide to Owner within three (3) calendar days of inspection.

### 3. Approval of Equipment

- A. Within fifteen (15) days after award of contract and before any equipment is purchased, the K.E.C. shall submit to the Owner for approval six (6) bound brochures which will include a complete equipment list giving names of manufacturers, trade names, catalog numbers, model numbers, illustrations and manufacturers' specification sheets on each item, properly numbered, and a separate sheet for each item listing electrical, plumbing, ventilating, etc., connection requirements for said piece of equipment proposed. Two sets of bound service and parts manuals shall also be furnished before final acceptance.
- B. Within thirty (30) days after Award of Contract, this Contractor shall submit to the Owner for his approval six (6) copies of shop drawings of all custom made items to be manufactured for this project naming the proposed Fabricator thereof. These drawings shall show the detail construction of each part of the equipment. No equipment shall be fabricated until drawings are approved by the Owner and Food Service Consultant.
- C. The checking of these drawings and approval of same does not relieve the K.E.C. of responsibility for errors or omissions, even though in accordance with approved drawings. If errors or omissions exist and are discovered later, they must be made good by the K.E.C. irrespective of any approval by the Owner or the Food Service Consultant.
- D. The manufacturing of any equipment fitting between walls or between column and walls shall be withheld until actual field measurements can be taken or predetermined measurements set and approved by the General Contractor. All other items, which do not require field dimensions may be manufactured upon approval of shop drawings.

### 4. Guarantee

- A. The K.E.C. shall deliver to the Owner, before Certificate of Payment will be issued, a written Guarantee covering all equipment and its installation for a period of one (1) year, and refrigeration compressor units for five (5) years after acceptance by Owner.
- B. Should any defects in material or workmanship develop during the guarantee period, same shall be repaired or replaced without charge to Owner by the K.E.C..
- C. Service facilities shall be available for all Kitchen Equipment both during and after guarantee period. Service within the guarantee period shall include parts, labor, mileage and travel time at no-charge to the Owner.

### 5. Materials and Workmanship

#### A. General

- 1 All materials shall be new without flaws or defects. All equipment items shall be designed, fabricated and installed in accordance with current National Sanitation Foundation Standards.
- 2 Any items damaged in transit or during installation shall be repaired, refinished or replaced by the contractor to the satisfaction of the Architect at no additional cost to the Owner.

- B. Metal Gauges -U.S. Standard as specified.
- C. Sheet Steel: ASTM A446, 1.25 oz. /sq. ft. galvanized coating.
- D. Stainless Steel: ASTM A167, Type 304 commercial grade, No. 4 finish.
- E. Finish Hardware: Manufacturer's standard.
- F. Service Outlet Covers and Escutcheons: Stainless Steel.
- G. Sealants: Silicone, bacteria resistant, type, as specified in Section 07900.

#### 6.1. Finishes

- A. All components: Shop prefinish.
- B. Metal (Except Stainless Steel): Degrease and phosphate etch, prime and apply minimum two coats factory baked epoxy enamel, color as selected.
- C. Stainless Steel: No. 4 finish.
- D. Bituminous Paint: Sound deaden internal surfaces of metal work and underside of metal counters.

#### **CONFORMANCE TO REGULATIONS AND CODES:**

Where applicable standards have been set, all equipment and accessories installed under this contract shall be manufactured and/or fabricated and installed in strict compliance with, and if applicable, bear the Seal of U.L., NEMA, ASME, NSF, AGA, OSHA and NFPA #96. Equipment, accessories and installation shall comply with all rules, regulations, codes, and interpretations of the same.

#### **CONTENTS OF PROPOSAL PACKET:**

1. Proposals will only be accepted on the attached form. Please attach equipment information and specification sheets. **(SEE ATTACHMENT A)**
2. Each bidder must provide with its formal Proposal a written sworn statement certifying that it has not colluded with any competing bidder or Township employee or entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Request for Proposal. **(SEE ATTACHMENT B)**
3. Each bidder is requested to complete the attached business information forms. This attachment will not be considered in awarding or rejecting the Proposal, but the bidder awarded the Contract will need to submit this information prior to the purchase order release. **(SEE ATTACHMENT C)**

#### **GENERAL INFORMATION:**

- 1 **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Township Clerk, Fred Domine, only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential bidders by e-mail.
- 2 **CONTACT INFORMATION:** To receive future communications related to this RFP, possible bidders are

asked to immediately send contact information by email to Fred Domine, Montrose Township Clerk, at (810) 639-2021; failure to do so may limit your ability to submit a complete, competitive proposal.

- 3 **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Bidder agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Bidder without penalty at any time before notification that the Bidder's Proposal has been selected. However, if the Bidder withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Bidder shall pay liquidated damages to the Township in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The Township and Bidder intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the Township by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Bidder's payment of the Liquidated Damages shall be Bidder's sole liability and entire obligation and Township's exclusive remedy for Late Withdrawal of Bidder's Proposal.
- 4 **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the Township or even notification of Proposal acceptance by the Township as an obligation or commitment by the Township to either purchase equipment from the Bidder or to enter into a contractual agreement. Rather, the parties understand that the Township will have no binding obligation until it signs the Contract approved by its legal counsel.
- 5 **TAX-EXEMPT STATUS:** Montrose Township is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
- 6 **FOIA:** All proposals are confidential until the listed bid opening time and date; however, as a public entity, Montrose Township is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.
- 7 **RESPONSIBILITY:** Bidders are solely responsible for ensuring their proposal is received by the Montrose Township Clerk in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Montrose Township Clerk shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of proposals shall be made to the Montrose Township Clerk, 11444 N. Seymour Road, Montrose, Mi. 48457.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

- 8 **PREVAILING WAGE:** All wages and fringe benefit for labor provided on this Project shall be calculated at the current Prevailing Wage Rates as determined by the Michigan Department of Licensing and Regulatory Affairs, Wage and Hour Division in accordance with PA 166 of 1965.
- 9 **INSURANCE:** The successful Bidder shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Bidder's services related to this RFP and any resultant contract, whether such service be by the Bidder individually or by anyone directly or indirectly employed by Bidder, or by anyone for whose acts Bidder may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:

- a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Bidder's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the Township of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the Township, shall be provided to the Township's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the Township.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

- 1 "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Montrose Township; and
  - 2 "It is understood and agreed that the following are listed as additional insureds: The Township of Montrose, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
- 10 COST OF DEVELOPING PROPOSAL: The Bidder shall be responsible for all costs incurred in the development and submission of its Proposal.
- 11 PROPOSAL DELIVERY: Proposals must be returned no later than **January 18, 2019, @ 11:00 A.M.** in a sealed envelope clearly marked "**Montrose Senior Center Kitchen Equipment**", "**Deliver to Fred Domine in the Clerk immediately**". Please provide three (3) printed copies of the submission as well and an electronic PDF file. The same should be mailed or hand delivered to the Township Offices, 11444 N. Seymour Road, Flushing, Michigan 48457.

**The Township will not accept proposals sent by FAX machine or E-mail.**

- 12 NON-DISCRIMINATION: In the performance of the proposal and resultant contract, Bidder agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Bidder shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment,

because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

- 13 PROPOSAL OPENING: There will be a public proposal opening immediately following the deadline to receive proposals in the Montrose Township Building, 11444 N. Seymour Road, Montrose, Mi. 48457. All bidders are invited to attend and hear the proposals read.
- 14 PROPOSAL REJECTION/ACCEPTANCE: The Township reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
- 15 PROPOSAL AWARD: In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all bidders of her intent to award the proposal to the Bidder providing the best value to the Township.
16. CONTRACT: The Township's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful bidder and the Township. In submitting a proposal, the bidder acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the bidder fails to execute the formal agreement within 14 days of its presentment by the Township, the Township may reject the selected bidder, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a bidder's suggested terms and conditions may be submitted with bidder's Proposal, however, neither the Township's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the Township of Bidder's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Bidder's Proposal.

17. DISPUTES: In the event a bidder disagrees with the recommendation of the Montrose Township Finance Officer concerning this award, the bidder may obtain a Bid Protest Form from the Purchasing Office which must be completed and returned to Fred Domine, Montrose Township Clerk, [11444 N. Seymour Road, Montrose, Mi. 48457](#), **within ten (10) working days from the date of the notice of intent to award.**

18. QUESTIONS: All questions about this RFP must be directed by October 27, 2014, in writing, via email, to:

Fred Domine Purchasing Agent  
[Fdomine@montrosetownship.org](mailto:Fdomine@montrosetownship.org)

**This proposal process will be conducted in conformity with the Montrose Township Policy as found on the Montrose Township website  
<http://www.montrosetownship.org>**



## EQUIPMENT PRICING

	DESCRIPTION	SELL	SELL TOTAL
1	<b>RANGE, 60", 6 BURNERS, 24" GRIDDLE</b> - South bend Model No. S60DD-2GL S-Series Restaurant Range, gas, 60", (6) 28,000 BTU open burners, (1) 24" griddle left, manual controls, (2) standard ovens, snap action thermostat, removable cast iron grates, (2) crumb drawers & shelf, hinged lower valve panel, includes (1) rack per oven, stainless steel front, sides, shelf, 4" front rail & 6" adjustable legs, 286,000 BTU, cCSAus, CSA Flame, CSA Star, NSF		
1	1 year limited parts & labor warranty, standard		
1	Natural gas		
1	3/4" quick disconnect with 4' hose		
1	Casters, 2 locking & 2 standard, in lieu of legs		
1	Shipping/Delivery/Installation		
1	<b>REACH-IN REFRIGERATOR</b> - True Manufacturing Co., Inc. Model No. T-49-HC Refrigerator, Reach-in, two-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (6) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, MADE IN USA, cULus, UL EPH Classified, CE		
1	Self-contained refrigeration standard		
1	Warranty - 5 year compressor		
1	4" Swivel castors, standard		
1	Warranty - 3 year parts and labor		
1	Left door hinged left, right door hinged right standard		
1	Shipping/Delivery/Installation		
1	<b>REACH-IN REFRIGERATOR</b> - True Manufacturing Co., Inc. Model No. T-43-HC Refrigerator, Reach-in, two-section, stainless steel doors, stainless steel front, aluminum sides, aluminum interior with stainless steel floor, (6) adjustable PVC-coated wire shelves, interior lighting, 4" castors, R290 Hydrocarbon refrigerant, 1/2 HP, 115v/60/1, 5.4 amps, NEMA 5-15P, MADE IN USA, cULus, UL EPH Classified, CE		
1	Self-contained refrigeration standard		
1	Warranty - 5 year compressor		
1	4" Swivel castors, standard		
1	Warranty - 3 year parts and labor		
1	Left door hinged left, right door hinged right standard		
1	Shipping/Delivery/Installation		

**CERTIFICATION**

The individual signing below certifies:

- 1 They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
- 2 The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by Township.
- 3 This proposal was developed solely by the Bidder indicated below and was prepared without any collusion with any competing bidder or Township employee.
- 4 The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
- 5 No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

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

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

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

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

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

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

**BUSINESS INFORMATION**

Bidder identification, W-9, and contact information.

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

DBA: \_\_\_\_\_  Not applicable \_\_\_\_\_

Contact Person Phone: \_\_\_\_\_  Fax: \_\_\_\_\_

Contact Person Email: \_\_\_\_\_ \*\*\*

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

Bidder Payment Address, if different from above: \_\_\_\_\_

## 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"/> 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.

**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
or
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.

<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,