

where quality meets life

PFLUGERVILLE
T E X A S

Bid Number 2013-6A
Bid Title REBID Pflugerville Animal Shelter Remodel

Bid Start Date June 26, 2013
Bid End Date July 17, 2013 @ 2:00PM

Bid Contact Lt. Laura Wilkes
Pflugerville Police Department
512-251-4004
lwilkes@pflugervilletx.gov

Contract to begin upon acceptance from the City Council, a purchase order will be submitted to the awarded vendor.

The City of Pflugerville is accepting competitive sealed bids for the Pflugerville animal shelter remodel per the attached scope of work. The bid will be awarded to the **LOWEST RESPONSIVE, RESPONSIBLE BIDDER** meeting specifications. All references will be checked prior to award.

PRE-BID CONFERENCE

The City of Pflugerville will hold a pre-bid conference at the **City of Pflugerville Animal Shelter located at 1600 Waterbrook**, Pflugerville, TX 78660 at 9:00 a.m. on Thursday July 11, 2013. Attendance at the pre-bid conference is **MANDATORY**.

Standard Disclaimer

The right is reserved to accept or reject all or part of the bid, and to accept the offer considered most advantageous to the City by total bid. The City of Pflugerville will award to the lowest responsible bidder who provides goods or services at the best value to the city.

All bid documents and specifications may **ONLY** be downloaded at <http://www.texasbidsystem.com>. It is the bidder's responsibility to check the site for issuance of any addendums.

Company Name:

AKA BUILDERS LP

City of Pflugerville
Bid Number: 2013-6A
Bid Title: REBID Pflugerville Animal Shelter Remodel
Opening: July 17, 2013 @ 2:00PM

Bid Information

1. Bid will be awarded to lowest most responsible bidder.
2. See bid sheet for pricing information.
3. Scope of work attached with floor plan.
4. Certificate of Insurance **MUST** be included with bid documents (see attached requirements). The City of Pflugerville must be listed as the certificate holder with the exact insurance requirements listed. Failure to supply required insurance coverage will cause your bid to be non-responsive.
5. Completed W9.
6. Terms & Conditions.
7. Reference Sheet
8. Signature Sheet

All documents herein and attached are required to be completed and returned with the response.

Company Name: AKA BUILDERS LP

City of Pflugerville
Bid Number: 2013-6A
Bid Title: REBID Pflugerville Animal Shelter Remodel
Opening: July 17, 2013 @ 2:00pm

Tax ID No: 12031502490

Legal Business Name: AKA BUILDERS LP

How many years in business: 8

Address: 1205 BELL ROCK CIRCLE

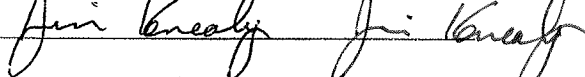
City State & Zip: PFLUGERVILLE, TX 78660

Contact: JIM KENEALY

Telephone: 512 848-4154

Business Entity Type: LIMITED PARTNERSHIP

Email Address: JIMK@AKABUILDERS.COM

Authorized Signature 

Print Name JIM KENEALY

"By the signature hereon affixed, the bidder hereby certifies that neither the bidder nor the entity represented by the bidder, or anyone acting for such entity has violated the antitrust laws of this State, codified in section 15.01 et seq., Texas Business and Commerce Code, or Federal Antitrust laws, nor communicated directly or indirectly,

Two original bids are due to the City of Pflugerville Attn: Sabrina Schmidt, 100 E Main St. Suite 100, Pflugerville, TX 78660, or mailed to City of Pflugerville Attn: Sabrina Schmidt, P.O. Box 589, Pflugerville, TX 78691.

Bid deadline is 2 p.m. on July 17, 2013.

Envelopes must have bid number, opening date and time on the outside of the sealed envelope. Bidders name must also appear on the outside of the envelope.

City of Pflugerville
Bid number 2013-6A
Bid Title: REBID Pflugerville Animal Shelter Remodel
Opening: July 17, 2013 @ 2:00PM

Please enter total cost for remodel

\$ 89,000⁻

Company Name: AKA BUILDERS LP

REFERENCE SHEET

Please complete and return this form with the Solicitation response

Bid No: 2013-6A

Bid Title: REBID Pflugerville Animal Shelter Building Remodel

Opening: July 17, 2013 @ 2:00PM

Bidders Name: AKA BUILDERS LP Date 7/17/13

Provide the name, address, telephone and point of contact of at least three firms that have utilized similar remodeling services from your company within the past 2 years. References will be checked prior to award.

Any negative responses received may result in disqualification of bid.

1. Company's Name CADDO MINERALS INC.
 Name of Contact BILL FOWLER
 Title of Contact OWNER
 E-Mail Address bfowler@caddominerals.com
 Present Address 2714 BEE CAVE ROAD, STE. 202
 City, State, Zip Code ROLLINGWOOD, TX 78746
 Telephone Number (512) 243-5507 Fax Number ()

2. Company's Name EEA ENGINEERING
 Name of Contact JIM PAWLICK / DAVID REESE
 Title of Contact R/DG ENGINEER / DIRECTOR OF OPERATIONS
 E-Mail Address DAVID.REESE@EEACE.COM JIM.PAWLICK@EEACE.COM
 Present Address 6615 VAUGHT RANCH ROAD STE. 100
 City, State, Zip Code AUSTIN, TX 78730
 Telephone Number () Fax Number ()

3. Company's Name WESTOVER HILLS CHURCH OF CHRIST
 Name of Contact KEVIN BOLTON
 Title of Contact ADMINISTRATIVE MINISTER
 E-Mail Address KEVIN@WESTOVER.ORG
 Present Address 8332 MESA DRIVE
 City, State, Zip Code AUSTIN, TX 78759
 Telephone Number (512) 345-6386 Fax Number ()

x235

Failure to provide the required information with the solicitation response may automatically disqualify the response from consideration from award.

Insurance Requirements

Bidder/Proposer performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Bidder/Proposer shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate;	City to be listed as additional insured and provide 30-days notice of cancellation or material change in coverage
Products/ Completed	2,000,000 combined single limit	
Operations		City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation

Questions regarding this insurance should be directed to the City of Pflugerville (512)990-6100. A contract will not be issued without evidence of Insurance. We will only accept the ACORD 25 or ISO certificate of insurance forms.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCIM, Inc dba Capitol City Ins and The Insurance Store 8030 N Mopac Austin TX 78759	CONTACT NAME: Christina Llanes	
	PHONE (A/C No. Ext): (512) 343-0280 FAX (A/C No.): (512) 343-0352 E-MAIL ADDRESS: christil@ccinsurance.com	
INSURED AKA Builders Residential, LLC, DBA: AKA 200 Congress Avenue Suite 42Q Austin TX 78701	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Association Insurance Co.	
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C: Great American Insurance Co.	16691
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			PKG0103389	5/25/2013	5/25/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PKG0103389	5/25/2013	5/25/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UMB0126466	5/25/2013	5/25/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			SBP0001224982	5/28/2013	5/28/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	Y/N <input type="checkbox"/> N/A						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured and Waiver of Subrogation apply to the General Liability per the attached BIGGLECE1109 endorsement. Waiver of Subrogation applies to the Workers Compensation policy by endorsement. 30 Day Notice of Cancellation applies to the General Liability and Work Comp policies.

CERTIFICATE HOLDER City of Pflugerville 100 E Main Pflugerville, TX 78691	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Dwayne Baker/NICOLE

TERMS AND CONDITIONS

(Version 2/1/12)

By fulfilling a Purchase Order for goods or services, the contracting party identified below agrees that the below terms and conditions (as applicable to the purchase order) shall govern all agreements with the City unless otherwise agreed to by a specifically executed separate provision if permissible by law. Absent a specifically executed separate provision the below terms are BINDING and SUPERSEDE any and all other terms and/or conditions whether oral or written.

1. **Payment Provisions.** The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code. The City reserves the right to modify any amount due to contractor presented by invoice to the City if necessary to conform to the amount to the terms of the contract.
2. **Multiyear Contracts.** If the City does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving contractor a written notice of termination at the end of its then current fiscal year.
3. **Best Value Determination.** All competitive bids or proposals received shall be evaluated based on the best value for the City. Best value shall be determined by any relevant criteria specifically listed in the solicitation and by considering all or part of the criteria listed below.
 - a. Bid price
 - b. Reputation of the bidder and of bidder's goods and services
 - c. The quality of the bidder's goods or services
 - d. The extent to which the goods or services meet the City's needs
 - e. Bidder's past relationship with the City - All vendors shall be evaluated on their past performance and prior dealings with the City to include, but not limited to, failure to meet specifications, poor quality, poor workmanship, and late delivery.
4. **Local Preference.** The City Council supports the local preference option for purchasing. In accordance with Chapter 271.9051 of the State of Texas Local Government Code, the City Council may choose to award a competitive bid to a bidder whose principal place of business is in the City limits, provided that this bid is within 5% of the lowest bid price received.
5. **No Ex-Parte Communications during Competitive Bidding Period.** To insure the proper and fair evaluation of a response, the City prohibits ex parte communication (e.g., unsolicited) initiated by the proposed contractor to a City official or employee evaluating or considering the responses prior to the time a formal decision has been made. Questions and other communication from vendors will be permissible until 5:00 pm on the day specified as the deadline for questions. Any communication between responder and the City after the deadline for questions will be initiated by the appropriate City official or employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the response. Ex parte communication may be grounds for disqualifying the offending responder from consideration or award of the solicitation then in evaluation, or any future solicitation.
6. **Abandonment or Default.** A contractor who abandons or defaults the work on the contract and causes the City to purchase the services elsewhere may be charged for any increased cost of goods, materials and/or services related thereto and shall be considered disqualified in any re-advertisement of the service and may not be considered in future bids for the same type of work for a period of three years for the same scope of work, goods or services.
7. **Disclosure of Litigation.** Each contractor shall include in its proposal a complete disclosure of any civil or criminal litigation or investigation pending which involves the respondent or which has occurred in the past in which the respondent has been judged guilty or liable by a competent court regardless of whether the Court Order or Judgment is final or on appeal.
8. **Cancellation.** The City reserves the right to cancel the contract without penalty by providing 30-days prior written notice to the contracting party. Termination under this paragraph shall not relieve the contractor of any obligation or liability that has occurred prior to cancellation. **NOTE: This contract is subject to cancellation, without penalty, at any time the City deems the vendor to be non-compliant with contractual obligations.**
9. **Annual Vendor Performance Review.** The City reserves the right to review the vendor's performance annually and to cancel all or part of the agreement (without penalty) or continue the contract through the next period.
10. **Compliance with other laws and certification of eligibility to contract.** Any offer to contract with the City shall be considered an executed certification that the contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, (as amended during the contracting period) and any orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the resulting agreement, including without limitation, immigration laws, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. **Additionally, such offer shall indicate that the contractor has fully read and understood the terms and conditions for eligibility to contract with the City pursuant to Chapter 38 of the City's Ordinances and certifies they are in compliance with those local requirements.** When requested, the contractor shall furnish the City with satisfactory proof of its compliance within 10 days or any contract with the City is void.
11. **Compliance with all Codes, Permitting and Licensing Requirements.** The successful contractor shall comply with all national, state and local standards, codes and ordinances as well as any other authorities that have jurisdiction pertaining to equipment and materials used and their application. None of the terms or provisions of the specification shall be construed as waiving any rules, regulations or requirements of these authorities. The successful bidder shall be responsible for obtaining all necessary permits, certificates and/or licenses to fulfill contractual obligations.
12. **Liability and Indemnity of City.** Any provision of the Contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)
13. **Indemnity and Independent Contractor Status of Contractor.** Contractor shall indemnify, save harmless and defend the City, its officers, agents, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees and any and all other costs or fees (whether grounded in Constitutional law, Tort, Contract, or Property Law, or raised pursuant to local, state or federal statutory provision), arising out of the performance of the resulting agreement and/or arising out of a willful or negligent act or omission of the contractor, its officers, agents, and employees. It is understood and agreed that the contractor and any employee or sub-contractor of contractor shall not be considered an employee of the City. The contractor shall not be within protection or coverage of the City's workers' compensation insurance, health insurance, liability insurance or any other insurance that the City from time to time may have in force and effect. City specifically reserves the right to reject any and all contractor's employees, representatives or sub-contractors and/or their employees for any cause, should the presence of any such person on City property or their interaction with City employees be found not in the best interest of the City, harassing, or is found to interfere with the effective and efficient operation of the City's workplace.

14. **Liens.** Contractor agrees to and shall indemnify and save harmless the City against any and all liens and encumbrances for all labor, goods and services which may be provided under the resulting agreement. At the City's request the contractor or subcontractors shall provide a proper release of all liens, or satisfactory evidence of freedom from liens shall be delivered to the City.

15. **Confidentiality.** Any provision in the Contract that attempts to prevent the City's disclosure of information that is subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

16. **Tax Exemption.** The City is not liable to Vendor for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code), and federal excise tax (Subtitle D of the Internal Revenue Code) for certain purchases. Accordingly, those taxes may not be added to any item. Texas limited sales tax exemption certificates will be furnished upon request. Vendors shall not charge for said taxes. If billed, the City will remit payment less sales tax.

17. **Contractual Limitations Period.** Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

18. **Sovereign Immunity.** Any provision of the Contract that seeks to waive the City's immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the contract.

19. **Governing Law and Venue.** Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Travis County, Texas.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
AKA BUILDERS LP

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
1205 BELL ROCK CIRCLE

City, state, and ZIP code
PFLUGERVILLE TX 78660

Requester's name and address (optional)

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.

Social security number

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

Employer identification number

20	-	3152490
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Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- 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 ▶

Jim Kennedy

Date ▶ 7/17/13

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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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.