



City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727

FAX (727) 586-7420

CITY COMMISSION LARGO, FLORIDA REQUEST FOR PROPOSAL

Proposal #: **09-P-279**

Date: March 30, 2009

Sealed proposals will be received by the City of Largo Office of Management and Budget, located at Largo City Hall, 201 Highland Ave., Largo, Florida 33770, Mailing address: Post Office Box 296, Largo, Florida 33779-0296, until

4:00 p.m., local time

Thursday, May 7, 2009

FOR

TELEPHONE SYSTEMS CONSULTANT SERVICES

A mandatory pre-proposal meeting will be held on Thursday, April 16, 2009 at 2:00 p.m., local time, at Largo City Hall, 201 Highland Ave., Largo, FL 33770.

Said proposals should conform to the specifications outlined in the request for proposal. The City reserves the right to reject any and all offers and to waive minor informalities.

If you are interested in responding, please prepare **one (1) marked original, (3) copies and (1) CD** of a proposal and submit them to the Office of Management and Budget by the date indicated. Late offers will be rejected.

If you have any questions of a technical nature, please contact Brian Usher, Public Works Director at 727-586-7346, or Harold Schomaker, Information Technology Director at 727-587-6781, ext. 6746.

If you have any questions regarding the Request for Proposal, please contact Joan Wheaton, Office of Management and Budget, (727) 587-6727, ext. 7604.

PROPOSAL and ADDENDUM DOCUMENTS CAN BE DOWNLOADED FROM THE CITY WEBSITE
www.largo.com - click the Business Tab - click Bid/Rfp listings - click View List of current bids/rfps.

**BY ORDER OF THE CITY COMMISSION
LARGO, FLORIDA**

Joan Wheaton, Procurement Analyst
Office of Management and Budget

**Please indicate RFP number
on your response envelope.**

REQUEST FOR PROPOSAL

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PART I

INSTRUCTIONS TO PROPOSERS AND GENERAL PROVISIONS

Background

The City of Largo currently has a telephone system that is more than 15 years old and the components are no longer supported by the manufacturer. The system serves multiple buildings in remote locations through a combination of hardwire and fiber-optic cables. The phone switch is located at Largo City Hall, 201 Highland Avenue. Facilities currently serviced directly through the system include:

- City Hall
- Police Department
- Emergency Operations Center
- Highland Recreation Complex
- Largo Library
- Largo Cultural Center
- Largo Parks Maintenance Bldg.
- Largo Public Works Complex
- Fire Station #41

The remaining remote locations are serviced through dedicated connectivity to local phone company.

The proposed study consists of three distinct components or phases. The first is a Phone System inventory and analysis study to determine the City's telecommunications needs, and to determine the appropriate size, equipment and features a new system should have to serve the City. The second is to assist the City in development of an RFP for the selection and procurement of the proposed phone system. The third phase of the proposed work is assistance to the City through the installation and implementation process.

Objectives

The City of Largo desires to:

1. Assess the existing telecommunications infrastructure, investigate the feasibility of upgrading existing hardware, software and other system components and investigate the feasibility of a full system replacement. The goal is to have a City wide voice network, automated attendant for multiple departments, integrated, fully functioning and feature rich voice mail system, as well as conferencing and call center capabilities.
2. Allow for reduced operation and maintenance costs, and flexibility in capital expenditures, such as phased-in installation and implementation.
3. Review present and future expansion and technology needs.

Scope of Work

If the successful consultant is affiliated with any telecommunications product or system, the consultant's firm will be disqualified from bidding on the equipment and installation in order to provide an independent assessment of the products evaluated and recommended.

Phase I:

Conduct site visit to prime location, inventory telephony (switch and ancillary) equipment currently in place, as well as gather user input on needs and features desired.

Conduct site visits to all City locations to inventory all telephony ancillary equipment as well as determining feasibility of connecting stand alone telephone services at remote sites into the new system.

Review current inventory and explore what, if any, of the current equipment is capable of being reused and upgraded to accommodate the new, recommended platforms.

Present findings and make a written report to the City of Largo whether to upgrade the existing equipment in place or implement a completely new City wide solution as designated.

Determine budgetary numbers needed to implement the improvements. Include consideration of a phased implementation approach and projected costs for annual operation and maintenance.

Make recommendations (budgetary and design) in order to include all remote locations as part of the new 4 digit internal dialing plan.

Phase I work product delivery is expected within 90 days of Notice to Proceed.

Phase 2:

Based upon the findings in Phase I, draft a specification for use in a Request for Proposal for the City's purchasing and legal review.

Assist the City in distribution and management of the RFP process.

Assist the City in evaluation of the submitted proposals for compliance, accuracy, and cost in order to identify compliant vendors and/or products. Arrange for demonstrations if necessary.

Coordinate demonstrations of the compliant chosen vendors

Assist the City in final determination and recommendation of the successful vendor/product meeting the City's criteria.

Phase 3: (Option 1)

Consultant will include (as an option) providing assistance to the City in the configuration design, implementation, and installation process with the successful provider.

Consultant will include as part of option #1 assistance to the City in reviewing and executing the documents and agreements required to complete the project

Definitions (as used herein)

- a. The term "Request for Proposal" means a solicitation of proposals. The acronym "RFP" means Request for Proposal.

- b. The term "proposal" means the offer of qualitative evaluations by the proposer.
- c. The term "professional services" means those services of architects, auditors, dentists, engineers, landscape architects, lawyers, physicians, psychologists, surveyors and any other professional service as determined by the City.
- d. The term "proposer" means the one making an offer.
- e. The term "Change Order" means a written order signed by the Office of Management & Budget or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the RFP.
- f. The term "City" means the City of Largo, Florida.
- g. The term "City Commission" means the governing body of the City of Largo.

Preparation of Request for Proposals

- a. Proposers are expected to examine the minimum requirements and all special and general conditions. Omission on the part of the proposer to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract document, will not be accepted as a basis for varying the requirements of the City or the compensation to the vendor. Failure to do so is at the proposer's risk. Each offerer shall furnish the information required in the Request for Proposal for Professional Services. The proposer shall sign the Request for Proposal and print or type his/her name, address, and telephone number on the face page.
- b. The apparent silence of any supplemental minimum requirements as to any details or the omission from it of a detailed description concerning any point will be regarded as meaning that only the best commercial practices are to prevail. All workmanship is to be first quality. All interpretations of the minimum requirements shall be made upon the basis of this statement.
- c. Proposals shall be submitted on the Proposal Summary Form submitted with the specifications, other formats will be rejected. Unless otherwise stated within the specifications, **responses to the RFP shall have (1) marked ORIGINAL, (3) copies and (1) CD submitted** for evaluation purposes.
- d. The firm should retain a copy of all documents for future reference.
- e. All proposals must be signed with the firm name and by an officer or employee having authority to bind the firm by his/her signature.
- f. Failure to follow the instructions in the Request for Proposal is cause for rejection of offer.

Submission and Receipt of Proposals

- a. Proposals must be received before the specified time as designated in the RFP. A list of firms who submitted proposals will be furnished, upon request.
- b. Proposals shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of RFP, the RFP number, and the name and address of the firm.

- c. The City of Largo is not responsible for the U.S. Mail or private couriers in regard to mail being delivered by the specified time so that a proposal can be considered.
- d. Telegraph and Facsimile (FAX) proposals will not be considered however, proposals may be modified by telegraphic and FAX notice, provided such notices are received prior to the hour and date specified.
- e. Late proposals will be rejected.
- f. Proposals having any erasures or corrections must be initialed by the offerer in ink. Proposals shall be signed in ink. All amounts shall be typewritten or completed in ink.

Acceptance of Offer

The signed proposal shall be considered an offer on the part of the proposer; such offer shall be deemed accepted upon issuance by the City of a Purchase Order, Blanket Purchase Order, or other contractual document.

The contract will be awarded to the most responsible and responsive proposer whose proposal meets the minimum requirements, and criteria set forth in this RFP.

The City reserves the right to accept or reject any and all proposals or parts of proposals, waive minor informalities.

The City reserves the right to award the contract on a split-order, lump-sum, or individual-item basis, or such combination as shall best serve the interest of the City unless otherwise specified.

Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in the Request for Proposals or addenda (if any) should be reported in writing to the City's Purchasing Manager. Should it be found necessary, a written addendum will be incorporated in the Request for Proposals and will become part of the Purchase Agreement (contract documents). The City will not be responsible for any oral instructions, clarifications, or other communications.

Right to Reject Proposal

Right is reserved to reject any or all proposals and to disregard typographical, mathematical, or obvious errors. The City will not pay costs incurred by any proposer in the preparation of proposals.

Evaluation Criteria

Proposals will be evaluated by the City and the contractor will be selected based on, but not limited to, the following criteria:

- a. Ability, capacity and skill to perform the contract or provide the service required as defined in the "scope of work".
- b. Proposed plan for implementation of the project

- c. Experience on similar projects in Florida and in the Tampa Bay Area
- d. Experience of personnel assigned to the project and qualifying credentials to perform this service
- e. Location of office to perform proposed service

The selected proposer(s) response to stated criteria may be verified by the City. This verification may consist of reference checks, interviews, and site visits.

Compensation

Compensation which is determined to be fair, competitive and reasonable will be considered during the negotiations of a final contract with the selected proposer.

Payment

Payment for the project will be on a lump sum basis. Progressive payments will be made but will not exceed the percent as listed for each level.

Fiscal Non-Funding Clause

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

Conflict of Interest

The proposer certifies that, to the best of his knowledge or belief, no elected/appointed official or employee of the City of Largo, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess of ten percent of the total proposal amount.

Additionally, the proposer, on company letterhead, must divulge at the time of proposal submittal, any relative, other than those already specified, of an elected /appointed official or employee of the City of Largo who has a financial interest, as defined herein, in providing the goods or services specified in the proposal. The City, at its sole discretion, will determine whether a conflict exists and whether to accept or reject the proposal.

References

This form should contain organization name, contact person, phone number and date of services. List at least three references of government or private sector clients of similar size systems to which your firm has provided similar services.

Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Options

When the City requests proposals with options regarding the extent of services to be provided, the City requests all proposers to provide a cost breakdown for each option proposed. Although all options may be purchased, some may not. The City reserves the right to decide, at its discretion, which options shall be purchased.

The City reserves the right to engage more than one firm if it is believed that different firms might best serve the City's interests in performing different segments of the work (e.g. one firm to provide building estimates, and another to provide infrastructure estimates).

Subcontracting

Where proposers do not have the "in-house" capability to perform work desired in the Request for Proposal, subcontracting may be permitted with prior knowledge and approval of the City. The City must be assured and agree that any proposed subcontractor(s) can perform work of the desired quality and in a timely manner. Therefore, the name(s) of any intended subcontractor(s) should be given in the Proposal.

Failure to Submit Proposal

If you do not wish to submit a proposal, return the RFP and state reason; other-wise, your name may be removed from our mailing list.

Default of Contract

In case of default by the proposer, the City may procure the services from other sources and hold the proposer responsible for any excess costs occasioned or incurred thereby.

Modification for Changes

No agreement or understanding to modify this RFP and resultant purchase order or contract shall be binding upon the City unless made in writing by the Office of Management and Budget.

Order or Precedence

In the event of an inconsistency between provisions of the RFP, the inconsistency shall be resolved by giving precedence in the following order: (a) Instructions to Proposers and General Provisions; and, (b) the minimum requirements.

Examination of Records

The proposer shall keep adequate records and supporting documentation applicable to the subject matter of this RFP to include, but not be limited to, records of costs, time worked, working paper and/or accumulations of data, and criteria or standards by which findings or data are measured. Said records and documentation shall be retained by the proposer for a minimum of one year from the date the contract is completed and accepted by the City. If any litigation, is started before the expiration of the one year period, the records shall be retained until all litigation, claims, or audit findings, involving the records have been resolved, unless otherwise instructed by the City. Should any questions arise concerning this contract, the City and its authorized agents shall have the right to review, inspect, and copy all such records and documentation during the record retention period stated above; provided, however, such activity shall be conducted only during normal business hours and shall be at City expense. Proposers shall be authorized to retain microfilm copies in lieu of original records, if they so desire.

Any subcontractor(s) employed by an proposer who is subject to these requirements and the proposer is required to so notify any such subcontractor(s).

Hold Harmless

The parties recognize that the Consultant is an independent contractor. The Consultant agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, contractors, subcontractors, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the City and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

Subject to the limitations set forth in this Section, Consultant shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Consultant's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Consultant of any of its obligations hereunder. If the Consultant assumes control of the defense of any third party claim in accordance with this paragraph, the Consultant shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Consultant shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Consultant has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Qualification of Proposer

A proposer may be required, before the award of any contract, to show to the complete satisfaction of the City that he has the necessary facilities, equipment, ability and financial resources to perform the work in a satisfactory manner within the time specified.

Disqualification of Proposer

Any or all proposals will be rejected if there is any reason for believing that collusion exists among the proposers, and participants in such collusion will not be considered in future proposals for the same work.

Licenses and Permits

The Proposer shall secure all licenses and permits and shall comply with all applicable laws, regulations and codes as required by the State of Florida, or by the City of Largo. The Contractor must fully comply with all Federal and State Laws and County and Municipal Ordinances and Regulations in any manner affecting the performance of the work.

Provisions for Other Agencies

Unless otherwise stipulated by the proposer, the proposer agrees to make available to the Government agencies, departments, and municipalities the prices submitted in accordance with said terms and conditions therein, should any said governmental entity desire to buy under the proposal.

Additional Information

Additional information may be obtained from the Office of Management and Budget, (727) 587-6727, or from the individual listed on the RFP cover letter.

PART II
SPECIFIC PROPOSAL REQUIREMENTS
TELEPHONE SYSTEM CONSULTANT SERVICES

Format

To assure consistency, proposals must conform to the following format:

Cover Letter
Table of Contents
Sections

- A. Introduction
- B. Qualifications
- C. Other Information
- D. References
- E. Time

Section A - Introduction

This section should contain information about your firm's experience and background. Include complete information regarding experience in this type of commercial service, number of years, number of employees, etc.

Section B - Qualifications

This section should contain qualifications of personnel. Please submit resumes of key personnel who will be assigned to this contract.

Section C - Other Information

This section should address any other information necessary for a full understanding of your services. Please provide information on any additional services offered by your firm.

Please provide the names of primary business partner companies, sister companies, or other affiliations with telecommunications equipment service providers.

Section D - References

This form should contain organization name, contact person, phone number and date of services. List at least three references of government or private sector clients of similar size systems to which your firm has provided similar services.

Section E - Time

This section must clearly state the estimated completion time associated with the project.

**CITY OF LARGO, FLORIDA
VENDOR INFORMATION FORM
FOR
TELEPHONE SYSTEM CONSULTANT SERVICES
RFP # 09-P-279**

**IT IS THE PROPOSERS RESPONSIBILITY TO CHECK THE WEBSITE www.largo.com
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS PROPOSAL MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN
HIS/HER OWN NAME.**

PROPOSER NAME: _____

TAX ID# SSN or EIN: _____

PROPOSER ADDRESS: _____

PURCHASE ORDER ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

COMPANY WEB SITE: _____

COMPANY CONTACT (REP): _____

EMAIL ADDRESS(REP): _____

SIGNATURE: _____

**CITY OF LARGO, FLORIDA
REFERENCE INFORMATION
FOR
RFP # 09-P-279**

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number (_____) _____

Project Cost _____ Date Performed _____

~~~~~

Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_\_) \_\_\_\_\_

Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_

~~~~~

Organization _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone Number (_____) _____

Project Cost _____ Date Performed _____

~~~~~

Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (\_\_\_\_\_) \_\_\_\_\_

Project Cost \_\_\_\_\_ Date Performed \_\_\_\_\_

~~~~~

Representative Typed Name/Title _____

Representative Signature _____

Firm _____

CITY OF LARGO, FLORIDA
INSURANCE REQUIREMENTS CHECKLIST
FOR 09-P-279

Items marked "X" must be provided

<u> X </u>	<u>General Liability</u> <u> x </u> Commercial General Liability <u> x </u> Occurrence Form _____ _____ _____	<u>Minimum Limits Required</u> \$ <u>2,000,000</u> \$ <u>1,000,000</u> \$ <u>1,000,000</u> \$ <u>1,000,000</u> \$ _____	General Aggregate Product/Completed Operations Agg. Personal & Advertising Injury Each Occurrence _____
<u> X </u>	<u>Automobile Liability</u> Owned, Hired & Non-Owned	\$ <u>1,000,000</u>	Combined Single Limit per Occurrence
<u> X </u>	<u>Worker's Compensation and Employer's Liability</u>	<u>Statutory</u> \$ <u>100,000</u> \$ <u>500,000</u> \$ <u>100,000</u>	Each Accident Disease - Policy Limit Disease - Each employee
<u> X </u>	<u>Professional Liability - Errors & Omissions</u> * Deductible: \$ _____ * Claims Made (Y/N): _____ * Occurrence (Y/N): _____ * Defense included in Limits (Y/N): _____	(*To be completed by Bidder) \$ _____ Aggregate \$ _____ Each Claim	
_____	<u>Builder's Risk - Installation Floater</u> * Flood Included \$ _____ Limit * Transportation Included \$ _____ Limit * Storage Included \$ _____ Limit City Must Be A Named Insured. Copy of Policy Will Be Required.	(* To be completed by Bidder) \$ _____ 100% of Completed or Installed Value All-Risk Form	
_____	<u>Other</u> _____ _____	\$ _____ \$ _____	

 X The Certificate of Insurance must show "The City of Largo, elected officials and employees" as an additional insured.

 X Certificated must give to the City of Largo 30 days' prior written notice of cancellation, non-renewal, or adverse change.

 X Certificates must identify bid number and bid title.

Subcontractors must carry the same Insurance limits.

Insurance Carriers should be A rated.

Statement of Bidder:

We understand the requirements requested and agree to comply fully.

Bidder - Authorized Signature

A complete copy of this form with original signature must accompany bid.

**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: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ☐ Other (see instructions) ▶	☐ Exempt payee
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.

Sign Here	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,