

**BIDDER'S CERTIFICATION**

I/We hereby certify that:

- A. A complete set of bid papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We are in compliance with the most current "Prevailing Rate" of wages for laborers, mechanics and other workers as required by the Illinois Department of Labor (IDOL).
- E. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- F. The Proposer is not barred from submitting a proposal on the Project, or entering into this Proposal as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- G. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME Rush Power Systems LLC

ADDRESS 1981 Belford Drive North

CITY/STATE/ZIP CODE Belvidere, IL. 61008

NAME OF CORPORATE/COMPANY OFFICIAL Kent Strohmaier

PLEASE TYPE OR PRINT CLEARLY

TITLE General Manager

AUTHORIZED OFFICIAL SIGNATURE 

DATE 7-22-19

TELEPHONE (815) 520-2050

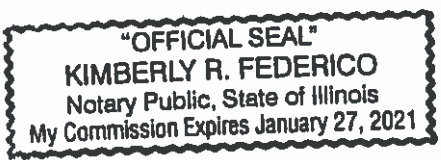
FAX No. ( ) \_\_\_\_\_

Subscribed and Sworn to

Before me this 22 day

of July, 2019

  
Notary Public



STATE OF ILLINOIS        )  
  )  
County of Kane            )        ss.

**BIDDER'S TAX CERTIFICATION**

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from proposing with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this 22 day of July, 2019.

By *Kurt Strohman*  
(Signature of Bidder's Executing Officer)  
KEST STROHMAN  
(Print name of Bidder's Executing Officer)  
GENERAL MANAGER  
(Title)

ATTEST/WITNESS:  
By *Michael*  
Title President

Subscribed and sworn to before me this  
22 day of July, 2019.

*Kimberly R. Federico*  
Notary Public

(SEAL)



CITY OF AURORA, ILLINOIS  
INVITATION TO BID 19-50  
PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS

CONTACT INFORMATION

Vendor shall provide the following contact information assigned to service the City of Aurora account.

Customer Service/General Information: Ph: 815-540-9895

To place an order:

Name: Dave Ballok \_\_\_\_\_

Ph: 815-509-1390 Fax: \_\_\_\_\_

E-mail: dballok@rushpower.com

Billing & Invoicing question:

Name: Dave Ballok \_\_\_\_\_

Ph: 815-509-1390 Fax: \_\_\_\_\_

E-mail: dballok@rushpower.com

Questions:

Name: Kent Strohmaier \_\_\_\_\_

Ph: 815-520-2050 Fax: \_\_\_\_\_

E-mail: kent.s@rushpower.com

Bidder's Name: Kent Strohmaier

Signature & Date:  7-22-19

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 19-50  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**REFERENCES**

(Please Type)

Organization Brookfield Zoo

Address 8400 W. 31<sup>st</sup>

City, State, Zip Brookfield, IL. 60513

Phone Number 630-913-1868

Contact Person Scott Ryan

Date of Project 2017 thru 2021

Organization Rock River Water Reclamation

Address 3333 Kishwaukee St.

City, State, Zip Rockford, IL. 61109

Phone Number 815-871-0116

Contact Person Mike Shoneberg

Date of Project Last 6 years

Organization Northwest Community Hospital

Address 800 W. Central Rd.

City, State, Zip Arlington Heights, IL. 60005

Phone Number 847-366-4306

Contact Person Tony Kaskadden

Date of Project Last 4 years

Bidder's Name: Kent Strohmaier

Signature & Date:  7-22-19

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 19-50  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

**Bid Proposal Due Date & Time: 2:00 p.m. CST, Wednesday, July 31, 2019**

To: **City of Aurora  
City Clerk's Office  
44 E Downer Place  
Aurora, Illinois 60507**

The following offer is hereby made to the City of Aurora, Aurora, Illinois, hereafter called the Owner.

Submitted By: Kent Strohmaier

- I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities and other BID documents, to irrevocably offer to furnish the materials, equipment and services in compliance with all terms, conditions, specifications and amendments (if applicable) contained in the bid solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the Proposal.
  - A. The Vendor shall also include with their proposal any necessary literature, samples, etc., as required within the Invitation to Bid, Proposal Specifications and Statement of Work.
  - B. For purposes of this offer, the terms Offeror, Bidder, Respondent, and Vendor are used interchangeably.
  
- II. In submitting this Offer, the Vendor acknowledges:
  - A. All proposal documents have been examined: Bid Specifications, Statement of Work, and the following addenda:  
  
No.\_\_\_\_\_, No.\_\_\_\_\_, No.\_\_\_\_\_, (Vendor to acknowledge addenda here.)

Bidder's Name: Kent Strohmaier

Signature & Date:  7-22-19

CITY OF AURORA, ILLINOIS  
 INVITATION TO BID 19-50  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
 AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

The contractor shall provide all labor and other resources necessary to provide the supplies, equipment and/or services in strict accordance with the specifications defined in this Invitation to Bid for the following delivered price:

**Annual Planned Maintenance at:**


LOCATION	Year 1 Cost	Year 2 Cost	Year 3 Cost
W&S Maintenance Main Building generator set	\$765.00	\$765.00	\$765.00
Clark Lift Station	\$575.00	\$575.00	\$575.00
Manchester Lift Station	\$780.00	\$780.00	\$780.00
Molitor Lift Station	\$860.00	\$860.00	\$860.00
Orchard Lift Station	\$725.00	\$725.00	\$725.00
Barnes Road/Linden Estates Lift Station	\$570.00	\$570.00	\$570.00
White Eagle Lift Station	\$575.00	\$575.00	\$575.00
2750 Freider Lane Lift Station	\$715.00	\$715.00	\$715.00
<b>TOTAL ANNUAL COST:</b>	<b>\$5,565.00</b>	<b>\$5,565.00</b>	<b>\$5,565.00</b>

**Monthly Inspections at:**

LOCATION	Year 1 Cost	Year 2 Cost	Year 3 Cost
W&S Maintenance Main Building generator set	\$215.00	\$215.00	\$215.00
Clark Lift Station	\$215.00	\$215.00	\$215.00
Manchester Lift Station	\$215.00	\$215.00	\$215.00
Molitor Lift Station	\$215.00	\$215.00	\$215.00
Orchard Lift Station	\$215.00	\$215.00	\$215.00
Barnes Road/Linden Estates Lift Station	\$215.00	\$215.00	\$215.00
White Eagle Lift Station	\$215.00	\$215.00	\$215.00
2750 Freider Lane Lift Station	\$215.00	\$215.00	\$215.00
<b>TOTAL MONTHLY COST:</b>	<b>\$1,720.00</b>	<b>\$1,720.00</b>	<b>\$1,720.00</b>

**All quotes must include mileage and additional parts/labor cost. Service dates to be coordinated with the Superintendent of Water and Sewer Maintenance.**

Bidder's Name: Kent Strohmaier

Signature & Date:  7-22-19

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 19-50  
**PREVENTATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

All prices shall be shown as delivered Aurora Destination, Prepaid and Allowed. Do not add state, federal or local taxes. Municipalities are exempt. Exemption Certification Permit No. Illinois E9996-0842-07. **No additional charges over base price will be accepted without written approval of the Purchasing Director.**

The City of Aurora reserves the right at any time and for any reason to cancel this Request for Proposal, to accept or reject any or all Proposals or portion thereof, or accept an alternate proposal. The City reserves the right to waive any immaterial defect in any proposal, or technicality, informality or irregularity in the proposals received, and to disregard all nonconforming or conditional proposals or counter-proposals. Unless otherwise specified by the proposer or the City, the City reserves the right to hold the best proposals for ninety (90) days from the opening date set forth above. The City may seek clarification from any proposer at any time and failure to respond promptly is cause for rejection. The City further reserves the right to award the RFP to the lowest responsible proposer whose offer best responds in quality, fitness and capacity to the requirements of the proposed work or usage and therefore is in the best interest of the City.

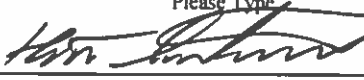
SUBMITTED BY

COMPANY Rush Power Systems LLC

ADDRESS 1981 Belford North Drive

CITY, STATE, ZIP Belvidere, IL. 61008

PREPARER'S NAME Kent Strohmaier

AUTHORIZED SIGNATURE <sup>Please Type</sup>  General Manager  
Title

EMAIL kent.s@rushpower.com

PHONE #( 815 ) 520-2050 FAX # ( )            DATE 7-22-19

CITY OF AURORA, ILLINOIS  
INVITATION TO BID 19-50  
**PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS**

**BID PROPOSAL FORM**

“AFFIDAVIT: I (We) hereby certify and affirm that my (our) proposal was prepared independently on this work, that it contains no fees or amounts other than for the legitimate execution of the work as specified, and that it includes no understandings or agreements in restraint of trade.”

(If an Individual)

Signature of Proposer  (SEAL)

**Business Address** 1981 Belford North Dr.  
Belvidere, IL. 61008

(If a Co-partnership)


Firm name \_\_\_\_\_ (SEAL)

Signed by \_\_\_\_\_ (SEAL)

**Business Address** \_\_\_\_\_  
\_\_\_\_\_

Insert Names  
and Addresses  
of all Members  
of the Firm  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If a Corporation)

Corporate Name Rush Power Systems  
Signed by , President  
**Business Address** 1981 Belford North Drive  
Belvidere, IL. 61008

Insert (President) MARK RUSH

CORPORATE SEAL Names of (Secretary) KEST STRONAIER

Officers (Treasurer) \_\_\_\_\_

ATTEST:

  
Secretary

(Note: Proposers should not add any conditions or qualifying statements to this RFP for the proposal may be declared irregular as being not responsive to the Request for Proposals.)



**CITY OF AURORA AGREEMENT  
PREVENATIVE MAINTENANCE OF THE NATURAL GAS GENERATORS  
AT CITY OF AURORA LIFT STATIONS  
INVITATION TO BID 19-50**

**THIS AGREEMENT**, entered on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 (“Effective Date”), for the Preventative Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations (“Services”) is entered into between the **CITY OF AURORA** (“City”), a municipal corporation, located at 44 E. Downer Place, Aurora, Illinois and Rush Power Systems (“Bidder”), located at 1981 Belford North Drive, Belvidere, IL. 61008.

**WHEREAS**, the City issued an Invitation to Bid (“BID”) for the Preventative Maintenance of the Natural Gas Generators at the City of Aurora Lift Stations for the City of Aurora, IL; and

**WHEREAS**, the Bidder submitted a Bid Proposal in response to the BID and represents that it is ready, willing and able to perform the Services specified in the BID and herein as well as any additional services agreed to and described in the Agreement; and

**WHEREAS**, on \_\_\_\_\_, the City’s awarded a contract to Bidder.

**IN CONSIDERATION** of the mutual promises and covenants herein contained, the parties hereto do mutually agree to the following:

1. **Agreement Documents.** The Agreement shall be deemed to include this document, Bidder’s response to the BID, to the extent it is consistent with the terms of the BID, any other documents as agreed upon by the parties throughout the term of this Agreement, along with any exhibits, all of which are incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and any exhibit, the provisions of this Agreement shall control.

Invitation to Bid 19-50

In connection with the BID and this Agreement, Bidder acknowledges that it has furnished and will continue to furnish various certifications, affidavits and other information and reports, which are incorporated herein. Proposer represents that such material and information furnished in connection with the BID and this Agreement is truthful and correct. Bidder shall promptly update such material and information to be complete and accurate, as needed, to reflect changes or events occurring after the Effective Date of this Agreement.

2. **Scope of Services.** Proposer shall perform the Services listed in the Instructions to Bidders and 2019 Bid Specifications, attached hereto as Exhibit 1.

3. **Term.** The contract is for a period of one year beginning \_\_\_\_\_, with additional two 1-year extensions, subject to mutual consent between the City of Aurora and the Bidder.

#### **4 Compensation.**

**a. Maximum Price.** In accordance with the BID, the maximum price for providing the Services shall be in accordance to the Bid Proposal Form. The maximum price may not be changed unless the City is provided with supporting documentation to warrant the change in maximum price or as otherwise provided in this Agreement. Price shall remain firm for the entire contract period.

**b. Schedule of Payment.** The City shall pay the Bidder for the Services in accordance with the amounts set forth in Exhibit 2. The Bidder shall be required to submit an itemized invoice as well as any supporting documentation as required by the City. Payment shall be made upon the basis of the approved invoices and supporting documents. The City shall utilize its best efforts to make payment within thirty (30) days after approval of the invoice.

#### **5 Performance of Services.**

**Standard of Performance.** Bidder shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Bidder shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Bidder shall ensure that Bidder and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with all City of Aurora, State of Illinois, and applicable federal laws or regulations; (iv) strictly conform to the terms of this Agreement. Bidder shall, at all times until the completion of the Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Bidder or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Bidder from the responsibilities set forth herein.

#### **6 Termination.**

**Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or is sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Bidder with thirty (30) day notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Bidder only for services performed up the date of termination. After the termination date, Bidder has no further contractual claim against the City based upon this Agreement and any payment so made to the Bidder upon termination shall be in full satisfaction for Services rendered. Bidder shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

7. **Miscellaneous Provisions.**

a. **Illinois Freedom of Information Act.** The Bidder acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned's possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

c. **Consents and Approvals.** The parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

FOR CITY OF AURORA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

FOR \_\_\_\_\_

By \_\_\_\_\_

(STAMP)

(CORPORATE SEAL)

(If a Corporation) CORPORATE NAME Rush Power Systems LLC

(SEAL)

By   
President – Contractor

ATTEST:

  
Secretary

(If a Co-Partnership)

\_\_\_\_\_  
\_\_\_\_\_

Partners doing Business under the firm

\_\_\_\_\_  
Contractor

(If an Individual)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)  
Contractor



## City of Aurora, IL - Local Vendor Preference Application

The business identified below is requesting to be placed on the City of Aurora, Illinois Local Vendor Preference list, in accordance with ordinance O18-070, approved August 28, 2018.

- 1) Date Submitted: 7/22/19
- 2) Name of Business: Rush Power Systems LLC
- 3) Address of Local Office: 1981 Belford North Drive,
- 4) City, State, Zip: Belvidere, IL. 61008
- 5) Company's Web Address: www.rushpower.com
- 6) Phone: 815-540-9895 Fax: \_\_\_\_\_
- 7) County your Local Business is Located In: Boone

Submitted By (Signature): \_\_\_\_\_

Print Name and Title: Kent Strohmaier General Manager

Email Address: kent.s@rushpower.com

### **Sec. 2-410.-Prequalification; local bidder.**

- (a) If an interested business would like to prequalify as a "local business", such a business shall complete and submit the prequalification application along with supporting documentation, as listed below, and the applicable fee as set by the City Council, to the Finance Department:
- a. Evidence that the business has established and maintained a physical presence in the City of Aurora, by virtue of the ownership or lease of all or a portion of a building for a period of not less than twelve (12) consecutive months prior to the submission of the prequalification application; and
  - b. Evidence demonstrating that the business is legally authorized to conduct business within the State of Illinois and the City of Aurora, and has a business registered to operate in the City if required; and
  - c. Evidence that the business is not a debtor to the City of Aurora. For purposes of this subparagraph, a debtor is defined as having outstanding fees, water bills, sales tax or restaurant/bar tax payments that are thirty (30) days or more past due, or has outstanding weed or nuisance abatements or liens, has failure to comply tickets or parking tickets that are not in dispute as to their validity and are not being challenged in court or other administrative processes.

*Back up documentation for (a) a. and (a) b. must accompany this submittal or application will be rejected. Please note for (a) c. above the City of Aurora will verify internally that your company does not have any outstanding fees. Your company should make sure that to the best of its knowledge all bills are current.*

**Return completed application, with all required backup documentation to:  
City of Aurora, Attn: Purchasing Division, 44 E. Downer Place, Aurora, IL 60507  
Or email to: [PurchasingDL@Aurora-il.org](mailto:PurchasingDL@Aurora-il.org)**

Do not write below this line: For City of Aurora use ONLY

- (a) a.
- (a) b.
- (a) c.

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

Approved: \_\_\_\_\_

Letter Sent: \_\_\_\_\_

Denied: \_\_\_\_\_

Initials: \_\_\_\_\_

## 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) <b>Rush Power Systems LLC</b>	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>C</b> <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.) <b>3793 Flora Church Rd</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Kirkland IL 60146</b>	
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								

**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								
26	-	0	1	5	3	1	5	7

### 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 ▶	<b>Mark Rush</b>	Date ▶	<b>7-22-19</b>
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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.

