



Bid Number 50 - 00113785

**TWO (2) YEAR CONTRACT FOR HEAVY EQUIPMENT (PART III) FOR THE
JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS, ALL DIVISIONS,
EASTBANK AND WESTBANK**

BID DUE: THURSDAY, JULY 23, 2015 AT 2:00 PM

ATTENTION VENDORS!!!

**Please review all pages and respond accordingly, complying with all provisions
in the technical specifications and Jefferson Parish Instructions for Bidders and
General Terms and Conditions. All bids must be received in the Purchasing
Department by the bid due date and time.**

**Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053**

**Buyer Name: Misty A. Camardelle
Buyer Email: mcamardelle@jeffparish.net
Buyer Phone: 504-364-2683**

Two (2) Year Contract for Rental of Heavy Equipment (Part III) for the Jefferson Parish Department of Public Works, All Divisions, Eastbank and Westbank

This contract will be used on an as needed basis.

Bid prices must include all costs for fuel, lubricants, operators, helpers, maintenance and preparation and other incidentals for the regular work day period, with one (1) hour for lunch.

This document sets forth the specifications and bid items for a two (2) year contract for rental of heavy equipment (Part III) for the Department of Public Works, All Divisions.

Jefferson Parish will likely use items on this bid for extended periods of time. Therefore, the "per week" bid items may apply upon completion of a rental period, the contractor will invoice the parish by either the "per hour" or the "per week" rate, whichever is the lowest rate and therefore in the best interest of Jefferson Parish.

For any item, bidders may bid only on weekly rate and "No Quote" on hourly rate. However, it shall be understood that Jefferson Parish reserves the right to utilize this contract on an hourly basis in the event that the rental period is less than a week or not in a weekly interval. Also, the quoted weekly rate will be used to calculate the hourly rate, based on forty (40) working hours per week using the following formula:

$$HOURLY RATE = \frac{WEEKLY RATE}{(40 WORKING HOURS/WEEK)}$$

For any item, bidders may bid only on hourly rate and "No Quote" on weekly rate. However, the quoted hourly rate will be used to calculate the weekly rate, based on forty (40) working hours per week using the following formula:

$$WEEKLY RATE = HOURLY RATE \times (40 WORKING HOURS/WEEK)$$

Regardless if the contractor bids "No Quote" on either hourly or weekly rate, Jefferson Parish will utilize this contract as if the contractor has bid on both hourly and weekly rates using the provided formulas. These rates will also be used to determine the lowest responsible bidder and awarding of the contract.

The term and conditions of Resolution 113646 will be considered a part of the bid whether attached or not. A copy may be obtained from the Office of The Parish Clerk, 6th floor, Jefferson Parish General Government building, 200 Derbigny Street, Gretna, LA.

The successful contractor performing services under the terms of the contract shall, by entering said contract, waive jurisdiction and venue and submit to the jurisdiction of the district courts for the Parish of Jefferson, regardless of the contractor's residence or domicile.

Jefferson Parish, the employees, and/or its appointee(s) reserve the right to audit the contractor's books at any time during the contract period for any matters relating to contractor's billing for payment by Jefferson Parish. Additionally, the contractor agrees to maintain such books and records for a period of

three (3) years from the date such costs were incurred by Jefferson Parish and to make those books and records available to Jefferson Parish at any reasonable time within the three (3) year period.

Should the contractor breach any provision of this contract, Jefferson Parish reserves the right to notify the contractor of the deficiency or deficiencies in writing via certified mail and contractor shall be giving the opportunity to correct such deficiency or deficiencies. After such notification of deficient performance, Jefferson Parish reserves the right to cancel this contract. Notice of Cancellation shall be given to the contractor via certified mail. The failure of Jefferson Parish to assert a breach for the failure of the contractor to perform at any time shall not be construed to be a waiver of Jefferson Parish's rights hereunder. Jefferson Parish also reserves the right to cancel the contract at any time with a 30 days cancellation notice to the contractor.

The contractor may complete his bid by the utilization of subcontractors; however, no payment will be made by Jefferson Parish to the subcontractor for any work performed under the terms of this contract, and subcontractors must be approved by the Jefferson Parish Council. The contractor assumes all responsibility for the work performed by the subcontractor(s). The cost of any incidental drayage between the contractor and his subcontractor(s) shall be absorbed by the unit bid prices and the time required therefore will not be considered as work time for payment. Under the terms of this contract, subcontractor effort shall be limited to a maximum of fifty percent (50%) of total work performed. Additionally, all subcontract work shall be governed by all provisions of this contract.

All work shall be performed between the hours of 7:00 A.M. and 4:00 P.M., Monday through Friday. The contractor shall not perform any work on any days observed as legal Parish holidays, Saturday or Sunday unless authorized to do so. There will be no overtime pay provisions under the terms of this contract.

The contractor shall be required to complete a daily work sheet for each piece of equipment rented. Work sheets are to indicate the following:

- 1) Equipment rented
- 2) Location of job site
- 3) Hours worked
- 4) Down time (if applicable)
- 5) Work performed (quantitative)

Rental periods will be calculated by the general practice used in industry to base rates upon one shift of eight (8) hours per day, forty (40) hours per week, or one hundred seventy-six (176) hours per month of a thirty (30) consecutive day period.

In the event of unforeseen jobsite problems or unavoidable delays while the work is in progress attributed to the contractor's actions, a minimum of four (4) hours will be paid to the contractor for that day. In the event of inclement weather to the extent that the equipment cannot function, a minimum of two (2) hours will be paid to the contractor for the equipment on the jobsite during the normal working period.

Bid prices must include all costs for fuel, lubricants, operators, helpers, maintenance and preparation and other incidentals for the regular work day period, with one (1) hour for lunch.

The hourly rental rate shall begin when the contractor's equipment is on the jobsite and begins work.

Setting up, checking, adjusting or preparing rented unit for day's work prior to the hours governing the work day period shall not be a payable part of the rental period. Preparation of machine prior to the rental period shall be considered as part of the contractor's normal or routine maintenance.

The minimum rental period for all items on this bid shall be one (1) day based on a minimum of eight (8) hours of productive work.

DATE: 7/08/2015

INVITATION TO BID
THIS IS NOT AN ORDER

Page: 1

BID NO.: 50-00113785

JEFFERSON PARISH
PURCHASING DEPARTMENT
P.O. BOX 9
GRETNA, LA. 70054-0009
504-364-2678

BUYER: MCamardelle@jeffparish.net

BIDS WILL BE RECEIVED IN THE PURCHASING DEPARTMENT, SUITE 4400, JEFFERSON PARISH GENERAL GOVERNMENT BUILDING, 200 DERBIGNY STREET, GRETNA, LA 70053 UNTIL 2:00 PM, 7/23/2015 AND PUBLICLY OPENED THEREAFTER.

LATE BIDS WILL NOT BE ACCEPTED

Unless submitting via online (see Page 3), each bid must be submitted in a sealed envelope bearing on the outside; the name of the Bidder, his address, and the name of the project for which the bid is submitted and the bid number.

NOTE: ONLY BIDS WRITTEN IN INK OR TYPEWRITTEN, AND PROPERLY SIGNED BY A MEMBER OF THE FIRM OR AUTHORIZED REPRESENTATIVE, WILL BE ACCEPTED. PENCIL AND/OR PHOTOSTATIC FIGURES OR SIGNATURES SHALL RESULT IN BID REJECTION.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

THE FOLLOWING INSTRUCTIONS APPLY TO ALL BIDS

All bids submitted are subject to these instructions and general conditions and any special conditions and specifications contained herein, all of which are made part of this bid proposal reference. By submitting a bid, vendor agrees to comply with all provisions of Louisiana Law as well be in compliance with the Jefferson Parish Code of Ordinances, Louisiana Code of Ethics, applicable Jefferson Parish ethical standards and Jefferson Parish Resolution No. 113646 and/or Resolution No. 113647.

All vendors submitting bids must register as a Jefferson Parish vendor if not already yet registered. Bidders may be required to furnish current W-9 Forms and respective Tax Identification Numbers within 10 days after bid opening if such information is not on file or not up to date. Registration forms may be downloaded from www.purchasing.jeffparish.net and clicking on Vendor Information.

All quotations shall be based on F.O.B. Agency warehouse or job site, anywhere within the Parish as designated by the Purchasing Department. This provision does not apply to public works projects

JEFFERSON PARISH requires all products to be new (current) and all work must be performed according to standard practices for the project. Unless otherwise specified, no aftermarket parts will be accepted. Unless otherwise specified, all workmanship and materials must have at least one (1) year guaranty, in writing, from the date of delivery and/or acceptance of the project. Any deviations or alterations from the specifications must be indicated and/or supporting documentation supplied with bid submission.

Bidders should submit all questions in writing and fax them to the Purchasing Department at (504) 364-2693 no later than FIVE (5) working days prior to bid opening. Bid numbers should be mentioned in all requests. Questions may also be emailed to the buyer for this bid at the email address listed above. If submitting online, vendors may send questions via the E-Procurement site no later than Five (5) working days prior to the bid opening.

If this bid requires a pre-bid conference (see Additional Requirements section), bidders are advised that such conference will be held to allow bidders the opportunity to identify any discrepancies in the bid specifications and seek further clarification regarding instructions. The Purchasing Department will issue a written response to bidders' questions in the form of an Addendum. Please note that all official communication will be expressed in the form of an addendum.

All formal Addenda require written acknowledgement on the bid form by the bidder. Failure to acknowledge an Addendum on the bid form shall cause the bid to be rejected. JEFFERSON PARISH reserves the right to award bid to next lowest responsive and responsible bidder in this event.

The purpose and intention of this invitation to bid is to afford all suppliers an equal opportunity to bid on all construction, maintenance, repair, operating supplies and/or equipment listed in this bid proposal. JEFFERSON PARISH WILL ACCEPT ONE BID ONLY FROM EACH VENDOR. Items bid must meet specifications.

Visit our website at [HTTP://PURCHASING.JEFFPARISH.NET](http://PURCHASING.JEFFPARISH.NET)

JEFFERSON PARISH will accept one price for each item unless otherwise indicated. Two or more prices for one item will result in bid rejection. Bidders are required to complete, sign and return the bid form and/or complete and return the associated line item pricing forms as indicated. Vendors must not alter the bid forms. Doing so will cause the bid to be rejected.

If the bid exceeds \$30,000.00 and the company is duly authorized to do business in the state of Louisiana, a corporate resolution must be submitted with the bid or the person signing the bid documents must be listed on the Louisiana Secretary of State's website as an officer of the corporation, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). If the bid is in excess of \$30,000 and bidder is registered out of the state of Louisiana, a corporate resolution must be submitted with the bid, unless bidder has otherwise complied with LSA-R.S. 38:2212(B)(5). Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. Bids submitted by Owner or Sole Proprietorships must include certification that he or she owns the entity for which the bid is signed. Sole proprietors submitting bids for public works projects shall within 10 days after bid opening submit sole proprietorship certification.

NOTE: A sample corporate resolution can be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document. A sample certification of sole proprietorship can also be downloaded from our website <http://purchasing.jeffparish.net> or you may provide your own document.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

A. AWARD OF CONTRACT: JEFFERSON PARISH reserves the right to award contracts or place orders on a lump sum or individual item basis, or such combination, as shall in its judgment be in the best interest of JEFFERSON PARISH. Every contract or order shall be awarded to the LOWEST RESPONSIVE and RESPONSIBLE BIDDER, taking into consideration the CONFORMITY WITH THE SPECIFICATIONS and the DELIVERY AND/OR COMPLETION DATE. IN THE EVENT OF SPLIT AWARD, THE PURCHASING DEPARTMENT MAY CONTACT VENDORS TO REQUEST REQUIRED AFFIDAVITS. THOSE VENDORS WILL HAVE 10 DAYS FROM THE DATE OF NOTICE TO SUBMIT COMPLETE, SIGNED AND NOTARIZED AFFIDAVITS IN ORIGINAL FORMATS.

All bid prices shall remain valid for 45 days. Jefferson Parish and the lowest responsive and responsible bidder(s) by mutual written consent may mutually agree to extend the deadline for award by one (1) or more extensions of thirty (30) calendar days.

Preference is hereby given to materials, supplies, and provisions produced, manufactured or grown in Louisiana, quality being equal to articles offered by competitors outside the state. "LSA-R.S.38:2251-2261"

B. USE OF BRAND NAMES AND STOCK NUMBERS: Where brand names and stock numbers are specified, it is for the purpose of establishing certain minimum standards of quality. Bids may be submitted for products of equal quality, provided brand names and stock numbers are specified. Complete product data may be required prior to award.

C. CANCELLATION OF CONTRACT: JEFFERSON PARISH reserves the right to cancel all or any part if not shipped promptly. No charges will be allowed for parking or cartage unless specified in quotation. The order must not be filled at a higher price than quoted. JEFFERSON PARISH reserves the right to cancel any contract at anytime and for any reason by issuing a THIRTY (30) day written notice to the contractor.

For good cause and as consideration for executing a contract with Jefferson Parish, vendor conveys, sells, assigns and transfers to Jefferson Parish or its assigns all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Louisiana, relating to the particular good or services purchased or acquired by Jefferson Parish.

D. PRICES: Jefferson Parish is exempt from paying sales tax under LSA-R.S. 47:301 (8)(c). All prices for purchases by Jefferson Parish of supplies and materials shall be quoted in the unit of measure specified and unless otherwise specified, shall be exclusive of state and Parish taxes. The price quoted for work shall be stated in figures. In the event there is a difference in unit prices and totals, the unit price shall prevail.

Quantities listed are for bidding purposes only. Actual requirements may be more or less than quantities listed.

Bidders are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply. This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55 (c), (d), (e), and (k)(5) of the Regulations. New construction or renovation projects must comply with Section 504 of the 1973 Rehabilitation Act, as amended, in accordance with the American National Standard Institute's specifications (ANSI A17.1-1961).

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

Advertised bids will be tabulated and a copy of the tabulation will be forwarded to each responding bidder.

IN ACCORDANCE WITH STATE REGULATIONS JEFFERSON PARISH OFFERS ELECTRONIC PROCUREMENT TO ALL VENDORS

This Electronic Procurement System allows vendors the convenience of reviewing and submitting bids online. This is a secure site and authorized personnel have limited read access only. Please note requirements contained in this bid package for electronic bid submission.

Please visit the Purchasing Department webpage at <http://purchasing.jeffparish.net> to register and review Jefferson Parish solicitations.

The general specifications for construction projects and the purchase of materials, services and/or supplies are those adopted by the JEFFERSON PARISH Council by Resolution No. 113646 or 113647 dated 12/09/09. The general conditions adopted by this resolution shall be considered as much a part of this document as if they were written wholly herein. A copy may be obtained from the Office of the Parish Clerk, Suite 6700, Jefferson Parish General Government Building, 200 Derbigny Street, Gretna, LA 70053. You may also obtain a copy by visiting the Purchasing Department webpage at <http://purchasing.jeffparish.net> and clicking on Online Forms.

ADDITIONAL REQUIREMENTS FOR THIS BID

PLEASE MATCH THE NUMBERS PRINTED IN THIS BOX WITH THE CORRESPONDING INSTRUCTIONS BELOW.

3, 6, 10, 12, 13, 15

1. All bidders must attend the pre-bid conference in relation to this bid; attendance is mandatory. Failure to attend will prohibit a company from submitting a bid. Vendors arriving after the mandatory pre-bid conference begins will not be allowed to sign in as evidence of attendance.
2. Attendance to this pre-bid conference is optional. However, failure to attend the pre-bid conference shall not relieve the bidder of responsibility for information discussed at the conference. Furthermore, failure to attend the pre-bid conference and inspection does not relieve the successful bidder from the necessity of furnishing materials or performing any work that may be required to complete the work in accordance with the specification with no additional cost to the owner.
3. Contractor must hold current applicable JEFFERSON PARISH licenses with the Department of Inspection and Code Enforcement. Contractor shall obtain any and all permits required by the JEFFERSON PARISH Department of Inspection and Code Enforcement. The contractor shall be responsible for the payment of these permits. All permits must be obtained prior to the start of the project. Contractor must also hold any and all applicable Federal and State licenses. Contractor shall be responsible for the payment of these permits and shall obtain them prior to the start of the project.
4. A LA State Contractor's License will be required in accordance with LSA R.S. 37-2150 et. seq. and such license number will be shown on the outside of the bid envelope. Failure to comply will cause the bid to be rejected. Additionally if submitting the bid electronically, then the license number must be entered in the appropriate field in the Electronic Procurement system. Failure to comply will cause the bid to be rejected.
5. It is the bidder's responsibility to visit the job site and evaluate the job before submitting a bid.

INSTRUCTIONS FOR BIDDERS AND GENERAL CONDITIONS

6. Job site must be clean and free of all litter and debris daily and upon completion of the contract. Passageways must be kept clean and free of material, equipment, and debris at all times. Flammable material must be removed from the job site daily because storage will not be permitted on the premises. Precautions must be exercised at all times to safeguard the welfare of JEFFERSON PARISH and the general public.
7. PUBLIC WORKS BIDS: All awards for public works in excess of \$5,000.00 will be reduced to a formal contract which shall be recorded at the contractor's expense with the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. A price list of recordation costs may be obtained from the Clerk of Court and Ex-Officio Recorder of Mortgages for the Parish of Jefferson. All awards in excess of \$25,000.00 will require both a performance and a payment bond. Unless otherwise stated in the bid specifications, the performance bond requirements shall be 100% of the contract price. Unless otherwise stated in the bid specifications, the payment bond requirements shall be 100% of the contract price. Both bonds shall be supplied at the signing of the contract.
8. NON-PUBLIC WORKS BIDS: A performance bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The performance bond shall be supplied at the signing of the contract.
9. NON-PUBLIC WORKS BIDS: A payment bond will be required for this bid. The amount of the bond will be 100% of the contract price unless otherwise indicated in the specifications. The payment bond shall be supplied at the signing of the contract.
10. Unless otherwise stated in the bid specifications, the successful bidder will be required to procure standard insurance policies evidencing Parish-mandated insurance requirements as indicated on the attached sheet. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected. JEFFERSON PARISH reserves the right to award bid to the next lowest responsive and responsible bidder in this event.
11. A bid bond will be required with bid submission in the amount of 5% of the total bid, unless otherwise stated in the bid specifications. Acceptable forms shall be limited to cashier's check, certified check, or surety bid bond. All sureties must be in original format (no copies) If submitting a bid online, vendors must submit an electronic bid bond through the respective online clearinghouse bond management system(s) as indicated in the electronic bid solicitation on Central Auction House. No scanned paper copies of any bid bond will be accepted as part of the electronic bid submission.
12. This is a requirements contract to be provided on an as needed basis. JEFFERSON PARISH makes no representations on warranties with regard to minimum guaranteed quantities unless otherwise stated in the bid specifications.
13. Freight charges should be included in total cost when quoting. If not quoted FOB DELIVERED, freight must be quoted as a separate item. Bid may be rejected if not quoted FOB DELIVERED or if freight charges are not indicated on bid form.
14. PUBLIC WORKS BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Conviction Affidavit, Non-Collusion Affidavit, Campaign Contribution Affidavit and E-Verify Affidavit must be completed, signed, notarized and submitted by low bidder within 10 days after bid opening to the Purchasing Department on all solicitations for construction, alteration or demolition of public building or project, including but not limited to requirements found in LSA-RS 38:2212.9; LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1. Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
15. NON PUBLIC WORK BIDS - Completed, Signed and Properly Notarized Affidavits (in Original Format) required; Non-Collusion Affidavit, and Campaign Contribution Affidavit must be completed, signed, notarized and submitted by low bidder with bid submission within 10 days after bid opening to the Purchasing Department. See LSA-RS 38:2212.10; LSA-RS 38:2224; Code of Ordinances, Jefferson Parish, Louisiana, Sec 2-923.1 Failure to comply will cause bid to be rejected; the Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event. For the convenience of vendors, all affidavits have been combined into one form entitled NON-PUBLIC WORKS BID AFFIDAVIT. This affidavit must be submitted in its original format for the bid to be considered responsive.
16. Since a bid surety is required, bid response may not be faxed. Bid submission will only be accepted online or as delivered to the Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053 by 11am on the bid due date. All sureties must be in original format (no copies).

It shall be the duty of every parish officer, employee, department, agency, special district, board, and commission: and the duty of every contractor, subcontractor, and licensee of the parish, and the duty of every applicant for certification of eligibility for a parish contract or program, to cooperate with the Inspector General in any investigation, audit, inspection, performance review, or hearing pursuant to Jefferson Parish Code of Ordinances Section 2-155.10(19). By submitting a bid, vendor acknowledges this and will abide by all provisions of the referenced Jefferson Parish Code of Ordinances.

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO X

MAXIMUM ESCALATION PERCENTAGE REQUESTED 0%

INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF 9-30-2017

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES As Needed

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable) 17861

THIS SECTION MUST BE COMPLETED BY BIDDER:

FIRM NAME: C. "Bud" Taulli Construction, Inc.

ADDRESS: 3044 Baratavia Blvd.

CITY, STATE: Marrero, LA ZIP: 70072

TELEPHONE: (504) 340-6926 FAX: (504) 340-8817

EMAIL ADDRESS: cbitaulli@aol.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: _____

NUMBER: _____

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 29,042.00

AUTHORIZED SIGNATURE: 

C. Bud Taulli Jr.

Printed Name

TITLE: President

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00113785

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			TWO (2) YEAR CONTRACT FOR HEAVY EQUIPMENT (PART III) FOR THE JEFFERSON PARISH DEPARTMENT OF PUBLIC WORKS, ALL DIVISIONS, EASTBANK AND WESTBANK		
1	2.00	HR	0010 Bucket Truck 45 ft.Lift includes Transportation	\$ 175.00	\$ 350.00
2	2.00	HR	0020 Skid Steer Loader. Bobcat 400 Series. 15 HP diesel. Including Transportation	42.00	84.00
3	2.00	WK	0030 Skid Steer Loader. Bobcat 400 Series. 15 HP Diesel. Including Transportation	1,680.00	3,360.00
4	2.00	HR	0040 Attachment- Backhoe Bobcat 400 Series	10.00	20.00
5	2.00	WK	0050 Attachment- Backhoe Bobcat 400 Series	400.00	800.00
6	2.00	HR	0060 Attachment- Bucket Bobcat 400 Series	5.00	10.00
7	2.00	WK	0070 Attachment- Bucket. Bobcat 400 Series	200.00	400.00
8	2.00	HR	0080 Attachment- Crawler Tracks. Bobcat 400 Series	15.00	30.00
9	2.00	WK	0090 Attachment - Crawler Tracks Bobcat 400 Series	600.00	1,200.00
10	2.00	HR	0100 Attachment - Forks. Bobcat 400 Series	10.00	20.00
11	2.00	WK	0110 Attachment - Forks. Bobcat 400 Series	400.00	800.00
12	2.00	HR	0120 Attachment - Grapple. Bobcat 400 Series	20.00	40.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00113785

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
13	2.00	WK	0130 Attachment - Grapple. Bobcat 400 Series	\$ 800.00	\$1,600.00
14	2.00	HR	0140 Skid Steer Loader. Bobcat 500 Series. 21 HP Diesel. Including Transportation	49.00	98.00
15	2.00	WK	0150 Skid Steer Loader. Bobcat 500 Series. 21 HP Diesel. Including Transportation	1,960.00	3,920.00
16	2.00	HR	0160 Attachment - Backhoe. Bobcat 500 Series	10.00	20.00
17	2.00	WK	0170 Attachment - Backhoe. Bobcat 500 Series	400.00	800.00
18	2.00	HR	0180 Attachment - Bucket. Bobcat 500 Series	5.00	10.00
19	2.00	WK	0190 Attachment - Bucket. Bobcat 500 Series	200.00	400.00
20	2.00	HR	0200 Attachment - Crawler Tracks. Bobcat 500 Series	15.00	30.00
21	2.00	WK	0210 Attachment - Crawler Tracks. Bobcat 500 Series	600.00	1,200.00
22	2.00	HR	0220 Attachment - Forks. Bobcat 500 Series	10.00	20.00
23	2.00	WK	0230 Attachment - Forks. Bobcat 500 Series	400.00	800.00
24	2.00	HR	0240 Attachment - Grapple. Bobcat 500 Series	20.00	40.00

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00113785

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
25	2.00	WK	0250 Attachment - Grapple. Bobcat 500 Series	\$ 800.00	\$1,600.00
26	2.00	HR	0260 Skid Steer Loader. Bobcat 800 Series. 58 HP Diesel. Including Transportation	55.00	110.00
27	2.00	WK	0270 Skid Steer Loader. Bobcat 800 Series. 58 HP Diesel. Including Transportation	2,200.00	4,400.00
28	2.00	HR	0280 Attachment - Backhoe. Bobcat 800 Series	10.00	20.00
29	2.00	WK	0290 Attachment - Backhoe. Bobcat 800 Series	400.00	800.00
30	100.00	HR	0300 Attachment - Bucket. Bobcat 800 Series	5.00	500.00
31	2.00	WK	0310 Attachment - Bucket. Bobcat 800 Series	200.00	400.00
32	100.00	HR	0320 Attachment - Crawler Tracks. Bobcat 800 Series	15.00	1,500.00
33	2.00	WK	0330 Attachment - Crawler Tracks. Bobcat 800 Series	600.00	1,200.00
34	2.00	HR	0340 Attachment - Forks. Bobcat 800 Series	10.00	20.00
35	2.00	WK	0350 Attachment - Forks. Bobcat 800 Series	400.00	800.00
36	2.00	HR	0360 Attachmnet - Grapple. Bobcat 800 Series	20.00	40.00

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
37	2.00	WK	0370 Attachment - Grapple. Bobcat 800 Series	\$ 800.00	\$ 1,600.00

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
C. "Bud" TAULLI CONSTRUCTION
INCORPORATED.

AT THE MEETING OF DIRECTORS OF C. "Bud" TAULLI CONSTRUCTION
INCORPORATED, DULY NOTICED AND HELD ON JANUARY 28, 2015,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT C. Bud TAULLI JR. (PRES.), BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.

Cynthia Taulli

SECRETARY-TREASURER

7/21/15

DATE



Non-Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF LOUISIANA

PARISH/COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: C. Bud TAULLI JR., (Affiant) who after being by me duly sworn, deposed and said that he/she is the fully authorized PRESIDENT of C. Bud TAULLI CONSTRUCTION, INC. the party who submitted a bid in response to Bid Number 50-00113785 to the Parish of Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

C. Bud Taulli Jr.

Signature of Affiant

C. Bud Taulli Jr.

Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 21st DAY OF July, 2015.

Tamer M. Suleiman

Notary Public

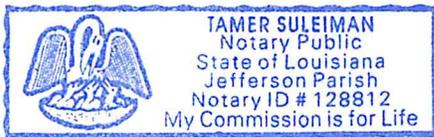
Tamer M. Suleiman

Printed Name of Notary

#128812

Notary/Bar Roll Number

My commission expires Does Not EXPIRE



Campaign Contributions
C. Bud Taulli Construction, Inc.

5.1.12	Elton Lagasse Campaign Fund	\$ 1,000.00
6.19.12	Committee to Elect Chris Roberts	\$ 1,000.00
7.10.12	John Young Campaign Fund	\$ 1,000.00
7.25.12	Committee to Elect Ricky Templet	\$ 1,000.00
10.16.12	Committee to Elect Chris Roberts	\$ 1,000.00
1.21.13	Mark Spears Campaign	\$ 500.00
1.21.13	Committee to Elect Chris Roberts	\$ 500.00
5.23.13	John Young Campaign Fund	\$ 2,000.00
5.23.13	Elton Lagasse Campaign Fund	\$ 500.00
7.2.13	Committee to Elect Chris Roberts	\$ 500.00
2.24.15	Chris Roberts Campaign Fund	\$ 500.00
5.14.15	Committee to Elect Mark Spears	\$ 500.00

INSURANCE REQUIREMENTS - BIDS

All insurance requirements shall conform to Jefferson Parish Resolution No. 113646 or No. 113647. The contractor shall not commence work under this contract until he has obtained all insurance and complied with the requirements of the specifications and said Parish Resolutions. Except as otherwise provided by law, the Parish Attorney's Office with the concurrence of the Director of Risk Management is authorized to omit in whole or part the insurance requirements of this section in connection with contracts. Vendors inquiring about this shall submit his written request to the Purchasing Department prior to the due date of the bid. Contractor must deliver and maintain such insurances as provided; failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

Successful bidder will be required to procure standard insurance policies evidencing Parish mandated insurance requirements indicated below. The current certificate of insurance must be submitted by low bidder within 10 days after bid opening to the Purchasing Department. Failure to comply will cause bid to be rejected.

1. WORKER'S COMPENSATION INSURANCE

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

2. COMMERCIAL GENERAL LIABILITY

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

3. COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

DEDUCTIBLES

No insurance required shall include a deductible not greater than \$10,000.00. The cost of the deductible shall be borne by the contractor.

NOTE: If the vendor requires a change in deductibles, the request must be submitted in writing to the Purchasing Department prior to the due date of the bid. Such request shall be reviewed by the Parish Attorney's Office.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

CONSTRUCTION AND RENOVATION PROJECTS:

Unless otherwise specified in the bid, these additional insurance is required. Such insurance is due upon contract execution.

OWNER'S PROTECTIVE LIABILITY

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

BUILDER'S RISK INSURANCE

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.

NOTE for CERTIFICATE HOLDER:

All insurance certificates shall list the certificate holder as follows:

"The Parish of Jefferson, its Districts, Departments and Agencies under the direction of the Parish President and the Parish Council." Additionally, the address on the Certificates should reflect the department which is letting the bid and reference the respective bid number.

Revised 2.10.2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/21/2015

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 Hartwig Moss Insurance Agency 2626 Canal Street 3rd Floor New Orleans LA 70119-6410	CONTACT NAME: Stacey Giardina PHONE (A/C, No. Ext): (504) 525-9901 FAX (A/C, No.): (504) 569-9900 E-MAIL ADDRESS: Stacey@hnia.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED C Bud Taulli Construction Inc 3044 Barataria Blvd Marrero LA 70072	INSURER A: United Fire Group NAIC # 18295	
	INSURER B: Bridgefield Casualty Ins Co 10335	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Jeff Parish Pub Wks **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 SUBR INSR 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		60387169	10/2/2014	10/2/2015	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"/> PRO-JECT <input type="checkbox"/> LOC						
	A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		60387169	10/2/2014	10/2/2015	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		60387169	10/2/2014	10/2/2015
DED RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0198-05127	10/2/2014	10/2/2015	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Bid #50-00113785

CERTIFICATE HOLDER Jefferson Parish Dept of Public Works Parish of Jefferson its Districts Depts & Agencies under direction of the Parish President & Parish Council 1221 Elmwood Park Blvd Jefferson, LA 70123	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 Cleve Daigle/HOLLY

ACORD 25 (2010/05)

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INS025 (201005) 01

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**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)
C. Bud Tauli Construction, Inc.

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, B=S corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
3044 BAKATAMIA BLVD.

City, state, and ZIP code
MARRECO, LA 70072

List account number(s) here (optional)

Requester's name and address (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.

Notes: 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

--	--	--	--	--	--	--	--	--	--

Employer identification number

7	2	-	1	2	2	2	2	3	9
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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 ▶ *C. Tauli* Date ▶ *5/21/2012*

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.

Notes. 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.