Insurance Consultant - Proposal # RFP2012-P04

October 28, 2011

Illinois Valley Community College District No. 513 (the College) is accepting sealed proposals for an insurance consultant to assist IVCC to determine coverage for property/casualty, workers’ compensation, fidelity and surety bonds, and athletic accident insurance to include:

- Review and monitor current policies and coverage
- Review contracts/leases for insurance requirements
- Assist with the bidding process to obtain required insurance coverage on an as needed basis
- Negotiate agreeable renewal terms and pricing with current providers
- Answer questions and inquires regarding insurance and risk management

INSTRUCTIONS TO VENDORS

Proposals will be received and publicly read aloud in Room C-342, Illinois Valley Community College District No. 513, Oglesby, Illinois, at 10:00 A.M. on November 7, 2011. Proposals received after this time will not be accepted and will be returned to you unopened. Faxed proposals will not be accepted.

Electronic proposal submissions shall be considered a sealed document if they are received at the Purchasing Department by the time and date set herein for receipt of proposals. The vendor assumes the risk of premature disclosure due to submission in an unsealed form. Electronic proposals must be e-mailed to purchasing@ivcc.edu with the subject PROPOSAL: Insurance Consultant – RFP2012-P04

Proposals must be made in accordance with the instructions contained herein. Questions concerning this proposal may be directed to the Purchasing Department at 815-224-0417. Proposals shall be submitted on the forms furnished by the College in a sealed envelope, plainly marked with the vendor’s name and address. Submit all proposals to:

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 N. Orlando Smith Road
Oglesby, Illinois 61348
ACKNOWLEDGEMENT OF ADDENDA:
Signature of a company official on an original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted. **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.**

Bidders who obtain a copy of the proposal from the College web-site are responsible for any addenda issued.

PROPOSAL PROCEDURES:
No proposal shall be modified, withdrawn, or canceled for ninety days after the proposal opening date without the consent of the College’s Board of Trustees.

Changes or corrections may be made in the proposal documents after they have been issued and before proposals are received. In such cases, the College will issue a written addendum describing the change or correction to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the proposal documents. Except in unusual cases, addendum will be issued to reach the vendors at least five (5) days prior to the date established for receipt of proposals.

Each vendor shall carefully examine all proposal documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a vendor find discrepancies or omissions from documents, or should there be doubt as to their meaning, they shall, at once, and in any event not later than ten (10) days prior to proposal due date, notify the Director of Purchasing who will, if necessary, send a written addendum to all bidders. The College will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Purchasing. After proposals are received, no allowance will be made for an oversight by the bidder.

SIGNATURE ON PROPOSALS:
The College requires the signature on proposal documents to be that of an authorized representative of said company. Each Bidder, by making her/his proposal, represents that she/he has read and understands the proposal documents and that these instructions to vendors are a part of the specifications.

TAX EXEMPTION:
The College is tax exempt and therefore all proposal submissions should not include tax.

TERM OF CONTRACT:
One year with annual review. The initial term of the lease agreement shall commence on January 1, 2012 and end on December 31, 2012 which thereafter may be renewed in one-year term increments with the same specifications applying.

AWARD CRITERIA:
As provided by statute, award will be based on the lowest and best (most advantageous to the College) as determined by consideration of the General Evaluation Criteria listed in the Terms and Conditions noted in section 3.2 of the bidding documents.

As deemed in the best interest of the College, the College reserves the right to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

INVESTIGATION OF BIDDERS:
The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. The College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.
PROPOSAL AWARD:
The successful contractor, and/or any contractor, shall not proceed on this proposal until it receives a purchase order from the College. Failure to comply is the risk of the contractor.

PROPOSED AGREEMENT:
Submit a sample of your company’s agreement with your proposal.

REFERENCES:
Bidders will provide a minimum of four (4) references for which a comparable project has been performed. References must include company name, phone number, and contact name.

CERTIFICATE OF INSURANCE:
Per the specifications noted in the General Requirements listed in the Technical Requirements section 4.1.2 of the bidding documents.

CERTIFICATION FORM:
Bidders must sign the enclosed Certification Form that refers to the Criminal Code of 1961 and to the Illinois Human Right Act dealing with Sexual Harassment. The signed Certification must be submitted with your proposal. Failure to do so may result in the rejection of your proposal.

EQUAL OPPORTUNITY EMPLOYMENT:
Illinois Valley Community College District No. 513 is an Equal Opportunity/Affirmative Action Employer, and parties doing business with the College must comply with the employment opportunity clause as required by the Illinois Fair Employment Practices Commission. The successful bidder must agree to conform to the current rules and regulations of the Fair Employment Practices Commission.

Illinois Valley Community College District No. 513 is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, education programs, and activities it operates.

W-9 FORM:
Please complete the enclosed W-9 form and return with your proposal.

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 N. Orlando Smith Road
Oglesby, Illinois 61348
BID FORM/SIGNATURE PAGE

Submitted By:

____________________________________  _______________________________________
Company  Authorized Signature

____________________________________  _______________________________________
Address  Printed Name

____________________________________  _______________________________________
City  State  Zip  Title

____________________________________  _______________________________________
Telephone  Fax

____________________________________
E-Mail

____________________________________
Contact Person

____________________________________
FEIN Number

____________________________________
Year Established

____________________________________
Date
REFERENCES

List four companies, community colleges preferred, for whom your firm has provided consulting services:

1. NAME: _______________________
   ADDRESS: _______________________
   _______________________
   _______________________
   PHONE: _______________________
   LENGTH OF TIME SERVICES PROVIDED: _______________________
   SPECIFIC SERVICES PROVIDED: _______________________

2. NAME: _______________________
   ADDRESS: _______________________
   _______________________
   _______________________
   PHONE: _______________________
   LENGTH OF TIME SERVICES PROVIDED: _______________________
   SPECIFIC SERVICES PROVIDED: _______________________

3. NAME: _______________________
   ADDRESS: _______________________
   _______________________
   _______________________
   PHONE: _______________________
   LENGTH OF TIME SERVICES PROVIDED: _______________________
   SPECIFIC SERVICES PROVIDED: _______________________

4. NAME: _______________________
   ADDRESS: _______________________
   _______________________
   _______________________
   PHONE: _______________________
   LENGTH OF TIME SERVICES PROVIDED: _______________________
   SPECIFIC SERVICES PROVIDED: _______________________

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1.0 OVERVIEW

Illinois Valley Community College (IVCC) is seeking proposals for an insurance consultant. To avoid a conflict of interest, the insurance consultant will not bid on any of the insurance coverage either individually or on behalf of the consultant’s agency. An impartial review and analysis is required.

2.0 BACKGROUND

Illinois Valley Community College is a comprehensive public community college located in Oglesby, Illinois on a 425-acre campus. The average combined full-time and part-time enrollment is 4500 joined by approximately 450 full and part-time employees.

3.0 TERMS AND CONDITIONS

3.1 Supplemental Information

The firm providing the proposal may be requested to provide supplemental information in addition to that provided in the Sealed Request for Proposal enclosed herein, and may be requested to make an oral presentation to a vendor selection committee and/or to the IVCC Board of Directors.

3.2 General Evaluation Criteria

The Vendor selection committee members will evaluate all proposals received. In general, the committee may not limit its considerations to pricing only. Specific evaluations will be made primarily according to the following criteria:

- Qualifications of the firm and the assigned consultant(s)
- Capabilities of the firm
- Cost/Fees/Expenses
- Staff availability
- Punctuality/Responsiveness/Ability to meet deadlines
- Illinois governmental/community college insurance consulting expertise and experience
3.3 Rights Reserved with Respect to Award

Upon completion of the proposal evaluations, IVCC representatives will meet with one or more of the highest ranked firms as necessary to reach a mutual and complete understanding of the coverage and services to be provided prior to the award.

3.3.1 IVCC reserves the right to reject any or all proposals and/or to waive any irregularities or informality in any proposals. In the event that IVCC cannot negotiate a satisfactory contract with the firm submitting the successful proposal, or said firm does not execute the contract, IVCC may give notice to said firm of intent to award the contract to the firm with the next most qualified proposal, or may, if it so chooses, call for new proposals.

3.3.2 If it becomes necessary or appropriate to change any part of the RFP, addendum(s) will be issued to all RFP recipients.

4.0 TECHNICAL REQUIREMENTS

4.1 General Requirements

4.1.1 The consultant certifies that the consultant is not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Illinois Criminal Code of 1961.

4.1.2 Each firm submitting a proposal must include a certificate of insurance indicating coverage of not less than $2,000,000 errors and omissions insurance. Furthermore, the contracting party shall retain coverage of not less than $2,000,000 throughout the term of retention by IVCC.

4.1.3 Vendors acknowledge all awards are subject to the equal employment opportunity provision of The Illinois Human Rights commission.

4.1.4 Firm representatives submitting proposals must be licensed to do business in the State of Illinois.

4.2 Agency Requirements

4.2.1 IVCC expects telephone, FAX and e-mail access to consulting firm personnel during normal business hours.

4.2.2 IVCC expects a member of the firm to be appointed as a direct representative for IVCC activities and to be available to meet with IVCC personnel as necessary to review specific problems and concerns as well as meeting with the IVCC Board of Trustees.
4.2.3 IVCC expects the firm to have sufficient and knowledgeable staff on hand to handle insurance questions when presented via telephone, FAX, or email.

5.0 VENDOR REQUIREMENTS

The responding Vendors are free to format their responses in their own way, but should include the following information in addition to that specifically required in the Technical Requirements section above.

5.1 Response Format

IVCC shall be under no obligation to return any proposals or material submitted by the proposer in response to this RFP. In order to be considered responsive, proposals should include, but not be limited to the following:

5.1.1 Cover Letter

Proposals shall begin with a letter of introduction, approximately one page in length, including the official name and address of the Vendor submitting the proposal, and the name, address and telephone number of the person(s) who will be authorized to act on behalf of the Vendor during the proposal process. The cover letter shall be signed by an officer of the Vendor authorized to bind the Vendor to all commitments made in the proposal. Unsigned proposals will not be accepted.

5.1.2 Table of Contents

Vendor shall supply a Table of Contents which identifies all material included in the proposal.

5.1.3 Order of documents

All Vendors’ responses must use the same numbering scheme used in this RFP. Pages must be sequentially numbered.

5.1.4 Scope of Services That Firm Will Provide.

5.1.4.1 Provide the name of the consultant with your firm who will have primary responsibility for providing consulting services to IVCC.

5.1.4.2 List other consultants in your firm who will be available to IVCC.
5.1.4.3 Describe experience in providing consulting services to governmental/community college clients.

5.1.4.4 Describe ability to meet deadlines and to be responsive to clients.

5.1.4.5 Company Background

A synopsis of the firm making the proposal such as the number of years in business, areas of particular expertise, unique customer services, and any other related information that would provide an overview of the firm.

5.1.4.6 Organization and Staffing

The Vendor will submit a statement describing its organizational structure, the nature and scope of its business operations, its size, number of personnel, number of years in business, and the names of its owners, directors, and/or officers. The Vendor must identify key personnel to be assigned to this account.

5.1.4.7 Disclose any relationships you have with parties selling, brokering, or otherwise influencing the sale of insurance products.

5.1.5 References

The Vendor shall list four or more institutions preferably (community colleges, educational entities, or local government entities) as references. The list of references shall include names, addresses and telephone numbers of customer contact for whom the proposer is presently providing the same or similar services.
5.1.6 Non-Collusion Affidavit

In submitting a signed price proposal to IVCC, the Vendor warrants and represents the following:

That it has not paid and agrees not to pay any bonuses, commissions, fees or gratuities to any employee or official of IVCC or to any other Contractor for the purpose of obtaining this contract.

That it has not and will not, directly or indirectly, accept any bonuses, commissions, fees, gratuities, rebates or kickbacks from any individual, contractor, agency and/or company for the purpose of obtaining this contract.

When making recommendations to IVCC concerning decisions about insurance agencies, carriers, third party administrators, contractors and companies for IVCC insurance, the Vendor warrants and represents that it has not and will not, directly or indirectly, accept any bonuses, commissions, fees, gratuities, rebates or kickbacks from any individual, contractor, agency and/or company pertaining to the aforementioned recommendations.

All Vendors responding to this RFP shall include an affidavit of non-collusion, duly signed by the officer of the Vendor who signs the cover letter prescribed in Paragraph 5.1.1.

________________________________________________________________________

VENDOR SIGNATURE        DATE
5.1.7 Conflict of Interest

It is the policy of Illinois Valley Community College that no Board member, College employee, or direct family member (as noted in Board Policy 3.24) shall have any pecuniary interest in the operations of the College, or demand or receive any commission or compensation for purchase or sale of any IVCC supplies, equipment, or services directly to the College. College Board members and employees will not furnish for remuneration, whether at profit or loss, any required or optional materials for students or clients of the College. However, the administration of the College may grant individual exception to the policy if it deems such action to be compellingly in the best interest of students, provided exceptions are consistent with applicable State Law. Because students should have the freedom to purchase from any source, this policy is not intended to restrict students from incidental purchases from retail or other outlets in which Board members or College employees have a financial interest.

The insurance consultant will not bid on any of the insurance coverages either individually or on behalf of the consultant’s agency. An impartial review and analysis is required.

5.1.8 Modification or Withdrawal of Proposals

Prices must be firm for ninety (90) days. Any Vendor may withdraw or modify its proposal at any time prior to the scheduled closing time for the receipt of proposals, but no Vendor may withdraw or modify its proposal for a period of ninety (90) days after such date. Only written requests for withdrawal or modification of a proposal will be accepted. Withdrawals or modifications must be addressed in the same manner as proposals, and must be received prior to the scheduled closing time for the receipt of proposals.

Negligence on the part of the Vendor in preparing its proposal confers no right of withdrawal or modification of the proposal after such proposal has been opened.

5.1.9 Rejection of Proposals

IVCC reserves the right to reject any and all proposals received in response to this RFP. Non-acceptance of any proposal will not imply any criticism that the proposal or proposed system was deficient.
5.1.10 Waiver

IVCC’s failure to promptly enforce any of the conditions of this Contract shall not constitute a waiver of any of IVCC’s other rights.

5.1.11 Default

IVCC may terminate the contract at any time hereafter, with or without cause, by giving written notice to the Vendor at the address specified above. Termination shall be effective 60 days from the date of receipt of a written termination notice by the Contractor from IVCC. If IVCC terminates this coverage other than for breach thereof by the Vendor, IVCC agrees to pay the Vendor, and Vendor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation. In the event of breach or violation by the Vendor of any provision of the contract, IVCC may allow the Vendor a reasonable opportunity to cure the breach prior to termination under this provision. Upon termination of the Vendor for breach by the Contractor, the Contractor assumes liability for all excess costs incurred by IVCC to complete the Scope of Services specified in the Proposal and for the costs associated therewith including engaging professionals and consultants as well as costs, expenses and attorney’s fees incurred in securing such remedy.

5.2 Response Procedures

5.2.1 Response to Request for Proposal

Any response to this RFP will be considered to be a legal offer which may result in a legal and binding contract. All costs for developing proposals in responses to this RFP are the obligation of the Vendor and shall not be charged to IVCC in any manner.
5.2.2 Fee Structure

Cost to assist in the bidding process and review of coverage and recommendations: _________________

Fee structure for additional services, e.g., attending IVCC board meetings, making additional recommendations, etc. Please state whether additional services will be charged by the hour or by project.

Hourly rate for additional services: ______________________
____________________________________________________

Project fee structure for additional services: _________________
____________________________________________________

5.2.3 Terms of Contract:

One year with annual review.

5.2.4 Submission of Proposal

One (1) signed original and two (2) copies of the proposal must be received no later than 10:00 a.m., Monday, November 7, 2011. The proposal must be addressed to:

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 N. Orlando Smith Road
Oglesby, Illinois 61348

Unsigned proposals will not be considered.

5.2.5 Key Dates

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP by IVCC</td>
<td>October 28, 2011</td>
</tr>
<tr>
<td>Deadline for Submission of Proposals</td>
<td>November 7, 2011</td>
</tr>
<tr>
<td>IVCC Board Approval of Selection</td>
<td>November 15, 2011</td>
</tr>
<tr>
<td>Proposed Start Date of Implementation</td>
<td>January 1, 2012</td>
</tr>
</tbody>
</table>
MAKE CERTAIN TO ENCLOSE THE FOLLOWING:

Acknowledgement of Addenda (if applicable) __________
Completed Bid Form/Signature Page __________
References Form __________
Certificate of Insurance __________
Completed Certification Form __________
Completed W-9 __________
Sample Contract __________
Documents Noted in Section 5.0 of the Vendor Requirements __________
Illinois Valley Community College District No. 513

COURTESY “NO BID” RESPONSE

Insurance Consultant - Proposal # RFP2012-P04

If your company decides not to submit an offer, the College would appreciate your input as to why you are not participating. Please indicate your reason and return by proposal due date to:

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 North Orlando Smith Road
Oglesby, Illinois 61348
Phone: 815.224.0417
Fax: 815.224.0294

_______  Previous commitments

_______  Unable to supply service

Other ____________________________________________________________

_________________________________________________________________

______________________________________________________________

Company Name

________________________

Date

_______________________

Signature
CERTIFICATION FORM

TO: ILLINOIS VALLEY COMMUNITY COLLEGE DISTRICT NO. 513
OGLESBY, IL 61348

Pertaining to the proposal titled: Insurance Consultant - Proposal # RFP2012-P04

I/We, as the Bidder certify that I/we have not been barred from bidding on this project as a result of a conviction for either bid-rigging or bid-rotating under Article 33E of the “Criminal Code of 1961”

We also do hereby certify that we have a written sexual harassment policy in place in full compliance with Section2-105 of the Illinois Human Rights Act and will, upon request, be able to provide such written policy to the Department of Human Rights.

_____________________________________
NAME OF CONTRACTOR/BIDDER

_____________________________________
TITLE

_____________________________________
DATE

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL TO:

Illinois Valley Community College District No. 513
Purchasing Department – Room C343
815 North Orlando Smith Road
Oglesby, Illinois 61348
Form W-9
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)

Business name, if different from above

Check appropriate box: [ ] Individual / Sole proprietor [ ] Corporation [ ] Partnership [ ] Other

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.

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. person (including a U.S. resident alien).

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.)

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.

U.S. person. 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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 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,
- An individual who is a citizen or resident of the United States.