



**Permitting Software, Licensing, & Code Enforcement
Fire Department/Inspections
Sealed Bid (2020-009)
Town of Salem, NH**

May 2020

SALEM PURCHASING
Christine Wholley, Purchasing Agent
cawholley@ci.salem.nh.us

Prepared for and in coordination with the
Salem NH Fire Department
Jeff Emanuelson, Assistant Fire Chief
603-890-2035
jemanuelson@salemnh.gov

COMPETITIVE SEALED BIDS FOR Permitting Software, Licensing & Code Enforcement

Objective:

The successful provider will enable and support the Customer (Town of Salem) to deliver on the Scope of Work outlined below. The objective of this Statement of Work is to define the scope, activities, roles and responsibilities, and timeline necessary to successfully execute this project.

Overview:

The Scope of Work defines the deliverables for a successful implementation of the Cloud Based Permitting, Licensing and Code Enforcement (PLC) services which the Town of Salem is looking to secure. PLC will provide for public-facing transactions and internal processing. The platform will comprise of a minimum of four modules necessary to optimize the four key components of permitting, licensing and code enforcement:

Customer Service:

The system will offer a business portal for community-wide citizen service allowing the citizens to determine the requirements needed for a particular project, apply, pay, track and print permits online.

Processing:

Standardized and automated permitting, licensing, and code enforcement workflows with advanced conditional logic. Provide single source of truth for permitting and addressing data, real-time collaboration and electronic review processes.

Inspections:

Automated inspection scheduling, provide monitoring of required inspections on a map based function. Provide a mobile inspection platform capturing comments, pictures and violations. Provide for the uploading of locally and regionally adopted codes and standards for easy reference and citations. Optimize inspector travel time with automatic daily route optimization.

Renewals:

Monitor renewal compliance during customer specified renewal periods, renew records in-office, export mailing lists, and leverage automatic just-in-time email notifications including delivery receipts. Report generating capabilities to review multiple yearly records.

Sealed bids must be received no later than May 21, 2020 at or before 12:00pm from interested firms, to be eligible for consideration by the town. Each bid will be submitted in a sealed envelope which is clearly marked **“Bid- 2020-009 Permitting Software”**

All sealed bids received will be considered confidential and not available for public review until after the bid opening on May 21, 2020 at 12:00pm. **Due to Covid-19 the bid opening will be held via Zoom, meeting ID#896 5270 5380, Password 8902090**

Sealed bids and all correspondence relating to this ITB shall be submitted to:

Christine Wholley

Purchasing Agent

Town of Salem

33 Geremonty Drive

Salem NH 03079

Qualified Firms requiring additional information or clarification relative to the contents of the bid may direct inquiries to Christine Wholley, Purchasing Agent at 603-890-2090 or cawholley@salemnh.gov. Please visit our website to download a copy of this Bid-2020-009 www.townofsalemnh.org Finance-Purchasing /bids-proposals. Copies will not be faxed.

- (1) One original and (1) one copy is required and must be received at the above address no later than May 21, 2020 on or before 12:00pm, late bids will not be considered.

The Town reserves the right to reject any or all bids/proposals or any part thereof, to waive any informality or information in the bids/proposals, and to accept the bid /proposal considered to be in the best interest of the Town. The Town also reserves the right to conduct reasonable negotiations with low bidders and sole bidders. Failure to submit all information may declare a bid/proposal as non-responsive subject for disqualification.



Town of Salem, New Hampshire

Purchasing Department
33 Geremonty Drive
Salem, New Hampshire 03079
PH (603) 890-2090 FAX (603) 890-2091

Notice To Qualified Firms

*Do not alter bid documents in any way.

*All bid documents must be filled out to be considered.

If you wish to offer comments, additional information or alternate bids, please do below or on a separate sheet and attach it to the bid sheet.

- _____
- _____
- _____
- _____

The purpose of the attached specifications is to define minimum requirements only. They are not meant to be restrictive. All manufacturers meeting or surpassing these minimum specifications are invited to submit a bid/proposal.

Please don't hesitate to call me if you need any additional information.

Christine Wholley, Purchasing Agent (603) 890-2090

For questions or clarification on specifications please contact

Assistant Fire Chief Jeff Emanuelson (603) 890-2035 or jemanuelson@salemnh.gov

The Town of Salem reserves the right to reject any and all sealed bids/proposals that it deems non-conforming to the specifications enclosed. All information must be filled out correctly for consideration
DO NOT FAX BIDS, THEY WILL NOT BE ACCEPTED.



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Specifications Exception Form

In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications.

It should not be the responsibility of the Town of Salem to ferret out information concerning the materials, which you intend to furnish.

If your bid/proposal does not meet all our specifications you must state it in the space provided below.

Bids/proposals on equipment, vehicles, computers, supplies, services and materials not meeting specifications may be considered by the Town, however, all deviations must be listed above.

If your bid does not meet our specifications, and your exceptions are not listed above or in space provided, the Town of Salem may claim forfeiture on your bid, if submitted.

Signed _____
I DO meet specifications

Signed _____
I DO NOT meet specifications as listed in this bid, exceptions are in space provided.

Failure to submit this form with your Bid/Proposal response may result in your Bid/Proposal being rejected as unresponsive.



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No Bid Questionnaire

Reference: Sealed Bid-2020-009

If you choose not to bid, please complete the questionnaire below and return it with your response by the bid opening date. Your assistance in helping us to analyze no bid rationale is very much appreciated. Thank You.

* * * * No Bid Questionnaire *

A no bid is submitted in reply to the Town of Salem, NH invitation for bids for (enter requirement description): _____

Dated _____, for the following reasons:

_____ Item not supplied by our company.

_____ Bid Specification (Give reason(s) e.g., too restricted, not clear etc,)

_____ Profit Margin too low

_____ Past experience with the Town of Salem (give specific's e.g. payment delay, bid process, admin problems, etc.) _____

_____ Insufficient time allowed to prepare and respond to bid request.

_____ Bid requirements too large _____ or too small _____ for our company.

_____ Priority of other business opportunities limits time.

_____ Other reason(s) Please Specify: _____

Company Name _____

Address _____

Phone _____

(Signature)

_____ (Name & Title)

GENERAL TERMS AND CONDITIONS

PREPARATIONS OF BIDS/PROPOSALS Proposals shall be submitted on the forms provided and must be signed by the Bidder or his authorized representative. The person signing the proposal shall initial any corrections to entries made on the attached forms.

Vendors must provide a proposal on pricing all items appearing on the specification lists unless specific directions in the advertisement, on the bid form or in the special provisions allowed for partial bids. Failure to provide pricing on all items may disqualify the bid. Alternative bids will be considered, unless otherwise stated, only if the alternate is described completely, including, but not limited to, sample, if requested and specifications sufficient so that a comparison to the request can be made.

Any questions or inquiries must be submitted in writing, and must be received by the Purchasing Department no later than seven (7) calendar days before the Request for Proposal due date to be considered. Any changes to the Request for Proposal will be provided to all bidders of record.

Proposals will be considered for any brand that meets or exceeds the quality of the specifications listed. On all such proposals, the bidder shall specify the product they are proposing and shall supply sufficient data to enable a comparison to be made with the particular brand or manufacturer specified. Failure to submit the above may be sufficient grounds for rejection of the proposal.

SUBMITTED BIDS/PROPOSALS: Proposals must be submitted as directed in the Notice to Qualified Firms, and on the forms provided unless otherwise specified. Proposals must be typewritten or printed in ink. Proposals must be mailed or delivered in person. Proposals that are faxed or emailed will not be accepted.

WITHDRAWING BIDS/PROPOSALS: Proposals may be withdrawn prior to the opening date and time upon written request of the Proposer. Negligence on the part of the Proposer in preparing his/her proposal shall not constitute a right to withdraw a proposal subsequent to the proposal opening.

PROPOSAL EVALUATION:

The Town reserves the right to reject any and all proposals received in response to the proposal. A proposal may be rejected, if the Firm:

- a. Fails to adhere to one or more of the provisions established in the proposal.
- b. Fails to submit its proposal at the time or in the format specified herein or to supply the minimum information requested herein.
- c. Fails to meet the minimum evaluation criteria specified in this proposal.
- d. Fails to submit its proposal to the required address on or before the deadline date established by the Town.
- e. Misrepresents its services, experience and personnel by providing demonstrably false information in its proposal or fails to provide material information.
- f. Fails to submit its cost on the enclosed bid form.
- g. Refuses a reasonable request for an interview.
- h. Refuses to provide clarification requested by the town.

RECEIPT AND OPENING OF PROPOSALS:

Proposals shall be submitted prior to the time fixed in the Request for Sealed Bids/RFP. Proposals received after the time so indicated shall be returned unopened.

PROPOSAL RESULTS:

All sealed bids received will be considered confidential and not available for public review until after the bid opening is conducted. Results will not be given over the phone. Please send your request in writing or send an email to cawholley@ci.salem.nh.us to receive sealed bid results after the public opening. Request for Proposals will remain confidential until the proposer has been selected.

KNOWLEDGE AND EXPERIENCE: Provide a description of the firm's knowledge and experience in the industry. Highlight your company's experience to provide the highest quality and effective product and reliable service and support.

AWARD OF CONTRACT: it is the policy of the Town of Salem, NH that contracts are awarded only to responsible bidders. In order to qualify as responsible, a prospective vendor must meet the following standards as they relate to this request:

- A. Have adequate financial resources for performance or have the ability to obtain such resources as required during performance.
- B. Have the necessary experience, organization, technical and professional qualifications, skills and facilities.
- C. Be able to comply with the proposed or required time of completion or performance schedule; and
- D. Have a demonstrated satisfactory record of performance.
- E. Adhere to the specifications of this bid and provide all documentation required of this bid.

The contract will be awarded to a responsive & responsible bidder based on the qualifications and experience of the bidder, the quality of the equipment/product /materials/services to be provided and the support that the bidder offers during the duration of the supply terms.

EXECUTION OF AGREEMENT:

The successful Proposer shall sign (execute) the necessary agreements for entering into the contract and return such signed agreements to the town within ten (10) calendar days from the date mailed or otherwise delivered to the successful Proposer.

FAILURE TO EXECUTE AGREEMENT:

Failure of the successful Proposer to execute the agreement at the date and time agreed upon by the Town and the successful Proposer shall be just cause for cancellation of the award and forfeiture of all deposits.

CONTRACT TERMINATION:

If at any time the Proposer fails to provide proper services during the contract period, the Town of Salem, NH will have the option to terminate the contract at any time without notice.

FAILURE TO SUPPLY GOODS OR SERVICES: If during the contract period the successful vendor fails to supply the Town of Salem, New Hampshire with the equipment/service (s). The Town of Salem, will purchase this product/service(s) on the open market and the vendor will compensate the Town of Salem, New Hampshire with the difference between the bid price and the price incurred on the open market.

RIGHT TO REJECT BIDS: The Town reserves the right to reject any and all sealed bids, should the Town deem it to be in the best interest of the public.

INSURANCE CERTIFICATES: The Proposer must supply a current insurance certificate before any work commences. See; Insurance requirements.

PRICING: Unless otherwise specified all prices listed are firm for the term of the contract. All prices should include all labor and material costs, and any discounts offered.

DELIVERY: Deliveries are to be made only to the department or division indicated on the order and in accordance with accepted commercial practices, without extra charge for packing or containers.

GUARANTEES AND WARRANTIES: All parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the contractor must inform the Town, in writing, prior to the delivery of an item or any work being performed.



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Insurance Requirements

A current Insurance certificate must be provided prior to commencing any work on this project, in the following amounts:

Comprehensive General Liability	
Combined single limit	\$ 1,000,000.00
Workmen's Compensation	
& Employers Legal Liability	\$ 500,000 per accident

The Contractor shall procure and maintain for the duration of this project Workmen's Compensation Insurance as required by State Law for all of his employees that are engaging in any work at the site of the project whether direct employees or subcontracting associates.

Non-Collusion Statement

The Undersigned certifies under penalties of perjury that this bid in all respects is bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the "PERSON" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Title _____

Signature _____
Company _____



Town of Salem, New Hampshire

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INDEMNIFICATION AGREEMENT

The successful vendor agrees to indemnify, investigate, protect, defend and save harmless the Town of Salem, NH, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials, equipment or supplies in connection with the performance of this contract and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the vendor in the performance of this contract. In any case, the forgoing provisions concerning indemnification shall not be construed to indemnify the Town for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town or its employees. This indemnification shall survive the expiration or early termination of this contract.

- Company _____
- Taxpayer Identification Number _____
- Authorized Signature _____
- Contact Phone _____
- Address _____
- Date _____



Project Scope to include the following services & deliverables

Deliverables:

- Information Gathering:
 - Existing forms
 - Understanding current workflows
 - Gathering all existing supporting documentation
- Process Mapping:
 - Map all Customer processes to the product modules and data models.
- System Configuration:
 - Provider and Customer collaboration will cover the configuration and testing of the following permit forms:
 - Building
 - Electrical
 - Plumbing
 - Planning
 - Gas
 - Septic Sewer
 - Water
 - Excavation
 - Zoning
 - Private Well
 - General Health License
 - Body Art License

- Fire Prevention permits
- The product's deployment will allow for the completion of all forms while enabling the Customer to achieve proficiency in developing record types in the product.
- The provider will work with the Customer to configure up to 2 record types in the system.
- The provider will provide a minimum of 4 - 1 hour working sessions to enable the Customer to be able to configure the remaining record types.
 - Additional working sessions can be scheduled at additional costs.
 - Provide the per hour costs for additional sessions.
- Go Live Support:
 - A mutually agreed upon go-live date is chosen for the Customer to begin using the new system.
 - Provider and the Customer to develop a publicity plan including traditional and social channels.
- Historical Data Migration
 - Provider will scope, format and script data from existing View Permit system and export to the new system.
 - Resulting migration script provides an initial load of data in to the new system.
 - Just prior to the go-live the provider will re-run the migration with the latest data.
 - Data migration includes:
 - Records (Permits, Licenses, etc)
 - Applicant Data
 - Location information
 - Fees and Payments (migrated as form data)
 - Inspections (migrated as form data)

- Contractors, Work Description and other Form Data
 - Other multi-entry form data
- Data Migration and File Requirements:
 - File requirements must be stipulated clearly in proposal
- Master Address Table
 - Customer will provide a clean master address table including all of the local community location information from the Town of Salem master data base.
 - Provider will import all information into the new system.
- ESRI, ARCGIS Server Integration:
 - New system will integrate the Customer ArcGIS Server. This will replace the Google Map Views with the Customer published ESRI Map.
- Flag Integration:
 - Provider will enable flag integration:
 - To be used for geo – rule automation.
 - Import list of flags into the new system. Flags can be provided in separate files, or as additional columns on their MAT.
- End User Education Course
 - Provider will provide a minimum of 1 end user training session.
 - Provider will develop a user training plan in conjunction with a Customer administrator.
 - Provider will deliver formal and informal training via in person and digital channels to familiarize administrators and users with the system and functions that apply to their responsibilities.
 - Trainings can be conducted in 2 hours blocks.
 - Recordings of the training to be provided post training by the provider.

Schedule:

Implementation schedule will be determined upon execution of the agreement with the provider. The current software will become unsupported as of July 1, 2020. Implementation will be required to be expedited.

Project Organization:

Customer will provide a project manager and technical resource contact prior to kick off. Provider will provide a project manager, an implementation analyst and an integration engineer upon execution of the contract.



Technology specifications

Technology Platform

- Service Provider must provide a VISIO and PDF version of the application process and technology platform the SAAS runs on.

Security

- Service Provider is required to provide a monthly vulnerability scan results report on the data center and applications servers IP addresses that the Town of Salem will be utilizing
- Service Provider will annually give the plan for protection and mitigation for any data breaches that happen on the applications server or data center.
- Service Provider is required to indemnify and pay all mitigation cost from any data breaches to the service providers' data center or application servers.
- Service Provider will provide their business continuity plan for keeping the Town of Salem application available annually

Intellection Property:

- The data that is collected and housed in the Service Provider is the property of the Town of Salem.
- The Service Provider cannot use that data or statistics without the written approval of the Town Administration.
- Any data or statistics that are approved to be used, the Service Provider will provide the Town of Salem with the contact information of the person or company who got that information.

- The Service Provider will allow quarterly the Town of Salem to download a SQL database backup of all of the Town collected information by Service Providers applications. Also included will be a data dictionary of the fields in the database.

Changes to Contract:

No additional work or changes to the contract are authorized unless a signed Change Order is issued by the purchasing department of the Town of Salem. Any modifications, order, instructions, etc., given verbally or in writing by any representative of the Town of Salem other than the Purchasing Agent, that change, modify, or alter the contract in any manner, will not be binding on the Town of Salem. Any work performed that is not covered by this RFP/Contract or a signed Change Order issued by purchasing agent; is performed at the sole risk of the Service Provider.

SSAE or SAS Compliance:

- SAAS Service Provider cannot imply its compliance with SSAE or SAS because the data centers that house the equipment maintaining their application are themselves compliant
- Service Provider is required to provide annually the SSEA or SAS compliance report for the data center, which houses the application used by the Town of Salem
- Service Provider is required to submit annually the SSAE or SAS compliance report for their company.

SLA – Service Level Agreement. A service-level agreement (SLA) defines the level of service that the Town of Salem expect from a service provider, laying out the metrics by which service is measured, as well as remedies or penalties should agree-on service levels not be achieved

- Service Provider agrees to provide a 99.5 percent uptime 24/7 for 365. Except for scheduled service windows approved by the Town of Salem.
- Service Provider will explain remedies that will be provided to the Town of Salem if the SLA is not meet.
- Service vendor will provide monitored SLA metrics monthly to the Town of Salem which will include but not limited to:

- **Defect rates:** Counts or percentages of errors in major deliverables. Production failures such as incomplete backups and restores, coding errors/rework, and missed deadlines.
- **Security:** In these hyper-regulated times, application and network security breaches can be costly. Measuring controllable security measures such as anti-virus updates and patching is key in proving all reasonable preventive measures that were taken, in the event of an incident.
- **Business results:** Number tickets generated per period and year to date. The number of closed tickets during period and year to date. The number of stalled tickets per period and year today.
- SLA must be transferable. Should the service provider be acquired by or merge with another company, the Town of Salem expects that its SLA will continue to be in force.
- Support cannot only be provided by emailing support tickets back and forth. Speaking with the support desk by phone is required. If the service provider has an office or support location within 70 miles of the Town of Salem, Salem can request an onsite meeting with a company representative twice a year at no additional cost to the Town of Salem.

Software Escrow.

- The service provider will place the source code and design specifications of SAAS application in software escrow. Should the service provider go out of business, the Town of Salem only at the point would have access to that information. The Town would be able to use that information only for maintaining the application until another suitable solution could be implemented.

Termination Clause:

- If at any time the Town of Salem determines that the services of the Service Provider are no longer need, for any reason, even for convenience, then the Town of Salem will have the options to terminate this contract with a 60 day written notice, without penalty to the Town of Salem. The vendor would be paid for the work completed up to the point of termination of the contract. All work product would be the property of the Town of Salem.

W-9

Form
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

**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	1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.					
	2. Business name/disregarded entity name, if different from above					
	3. Check appropriate box for federal tax classification; check only one of the following seven boxes:					4. Exemptions (codes apply only to certain entities, not individuals; see Instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ► Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ►					Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ Assets in accounts maintained outside the U.S. _____
	5. Address (number, street, and apt. or suite no.)	Requester's name and address (optional)				
	6. City, state, and ZIP code	Town of Salem, NH 33 Geremonty Drive Salem, NH 03079				
	7. 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number			
	-		-
OR			
Employer identification number			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ►
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Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9.

Purpose of Form

An individual or entity (Form W-9 requestor) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requestor with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.