

***Request for Qualifications
for
Professional Engineering Services for the City
of Sevierville***



***City of Sevierville Public Works
310 Robert Henderson Rd.
P. O. Box 5500
Sevierville, TN 37864-5500
(865) 453-5504
Fax: (865) 453-5518***

***For Specific Information on Project:
Lucas Muñasque, Asst. Project Manager
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INFORMATION FOR PROPOSING COMPANIES

RECEIPT AND OPENING OF QUALIFICATIONS

The City of Sevierville, Tennessee (herein called the “Owner”) invites Statements of Qualifications from qualified firms or two-firm teams (herein called “Engineering Firm(s)”) for **Professional Engineering Services for the City of Sevierville**. The following pages summarize the scope of work and requirements for the submittal. The Owner will **RECEIVE STATEMENTS OF QUALIFICATIONS UNTIL 3:30 PM, MAY 22, 2024** at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee, 37862 (Mailing address: P. O. Box 5500, Sevierville, Tennessee, 37864). The envelopes containing the submittals must be sealed, addressed to Tracy Baker, Assistant City Administrator, and must bear the following information:

Name of Proposing Engineering Firm

Engineering Firm’s Address

Date and Time of Proposal Opening

Proposal Enclosed: Professional Engineering Services for the City of Sevierville

**ENCLOSE THE ORIGINAL, TWO (2) COPIES AND ONE (1) ELECTRONIC COPY STORED IN A FLASHDRIVE
(either USB or USB 2.0)**

The Owner may consider informal any proposal not prepared and submitted in accordance with the provisions hereof and may waive any informality or reject any proposals. Any qualifications received after the time and date specified may not be considered.

INTRODUCTION

The Owner seeks to retain the services of a professional engineering firm to provide services related to the design and materials testing for multiple projects throughout the City. The primary role of the successful Engineering Firm is to provide technical assistance to the City including, but not limited to, drafting, consultation, construction materials testing, and periodic site investigations to ensure projects are complying with applicable construction drawings, TDOT standard drawings, typical materials, applicable materials/testing standards as defined by ASTM (or other qualified institution), and prevailing acceptable construction practices. Engineering Firm must be a current TDOT Prequalified Firm in Engineering and Design Services.

REQUEST DESCRIPTION

The Owner is pursuing this RFQ to establish a working relationship with an engineering firm (or team of firms) to provide on-call services for the City in an effort to economically and efficiently receive technical assistance from a qualified engineering firm.

SCOPE OF SERVICES

It is anticipated that responsibilities of the Engineering Firm may include, but are not limited to the following:

- Survey services for projects as needed
- Design services as warranted by individual project needs
- Construction Engineering and Inspection (CEI)
 - Structural
 - Framing
 - Mechanical Fasteners
 - Field Welds
 - Geotechnical
 - Exploratory bores, cores, and excavations
 - Seismic studies
 - Ground Penetrating Radar
- Materials Testing in accordance with list below (including but not limited to)
 - Soils and Aggregate
 - Proof Rolls
 - Density and Moisture Content via nuclear densometer
 - Density and Moisture Content via typical lab analyses
 - USCS Classification
 - Aggregate Gradations
 - Unconfined Compressive Strength
 - Cementitious Material
 - Grout Prisms and Mortar Cubes
 - In-Field testing for unit weight, air content, and slump of hydraulic cement/concrete
 - Casting and Testing of concrete cylinders
 - Asphaltic Material
 - Visual Inspection of asphaltic concrete for roadway projects
 - Density via nuclear densometer
 - Density via typical lab analyses

Deliverables may include drawings and recommendations, reviewed by qualified personnel within or retained by the Engineering Firm, and submitted to the City throughout project durations. Deliverables shall include individual reports prepared on a per-visit basis as directed by the Owner. Reports shall be delivered in a timely manner and recommendations made in such a way to limit disruption of project timelines. It is the responsibility of the Engineering Firm to notify the Owner of major deficiencies in projects. Engineering Firm may make recommendations to contractors retained by the Owner to address any deficiencies discovered during projects.

RFQ CONTENT REQUIREMENTS

GENERAL INFORMATION

Engineering Firm must provide a brief profile of the company, including a brief history of the company, corporate structure, ownership interest, and the length of company's existence. All personnel proposed to be employed throughout the duration of this contract should be listed with relevant biographical information, professional history, and a small photograph. An organizational chart with key personnel and their affiliation with the project shall be included.

END OF SECTION

QUALIFICATIONS OF PROPOSING COMPANY

All firms shall have a current prequalification status which can be found on the Tennessee Department of Transportation's website or have completed the pre-qualification form filed with TDOT by the deadline for this Request for Qualifications. <https://www.tn.gov/tdot/business-redirect/consultantinfo.html>

Firms and their employees must comply with the applicable state licensing law requirements including but not limited to Tennessee Code Annotated Title 62, Chapter 2 (Architects, Engineers, and Landscape Architects), Title 62, Chapter 39 (Real Estate Appraisers), Title 62, Chapter 18 (Land Surveyors), and Title 62, Chapter 36 (Geologists).

Firms prequalified by the Tennessee Department of Transportation for engineering and design related services shall have either an "Unlimited" or "Limited" prequalification status as described below:

1. Unlimited Prequalification: This level of prequalification allows consulting firms to compete for any projects for which they are professionally and financially pre-qualified with the Tennessee Department of Transportation. Continued prequalification at this level requires submittal of the prequalification form every three years.
2. Limited Prequalification: This level of prequalification allows firms seeking prequalification for engineering and design related services to:
 - a. Compete for projects with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract (see Section VI), or
 - b. Work as a sub-consultant or as contract labor with fees estimated to be less than the "Small Purchase Maximum Contract Value" per contract.

Expiration or termination of a consultant's prequalification status may be cause for the Owner to terminate any contract with a consultant. A name change, merger, buy out or other similar change in status shall cause a termination of the existing prequalification and necessitate the submittal of a new prequalification form to the Tennessee Department of Transportation. An Engineering Firm's prequalification status shall be terminated if the Engineering Firm is included on the Federal Excluded Parties List or if it has been suspended or debarred by the Tennessee Department of Transportation or any other agency of the State of Tennessee.

The Owner intends to select Engineering Firms that have the experience and resources to perform the services listed in the **Scope of Services** portion of this document. The Engineering Firm should include a team of qualified professionals with demonstrated experience in the type of work described herein.

The intent is to employ an Engineering Firm to accomplish these functions in an effective and cooperative effort with the Owner.

A detailed description of the Engineering Firm's experience and qualifications for this type of work shall be provided. Related projects and similarities as well as details about how the organization worked to make like workload be successful should be described.

The Owner may make such investigations as he/she deems necessary to determine the ability of the Engineering Firm to supply the necessary services, and the Engineering Firm shall furnish to the Owner all such information and data for the purpose as the Owner may request.

The Owner reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Engineering Firm fails to satisfy the Owner that such Engineering Firm is properly qualified to carry out the obligation of the contract by supplying the services contemplated therein. Conditional proposals may be accepted.

PROJECT APPROACH

Engineering Firm shall briefly describe their approach to effectively and efficiently carrying out the services provided herein.

DESCRIPTION OF TASKS

Engineering Firm shall describe the distribution of tasks that it will make to ensure effective and efficient completion of tasks. The description should include a detailed scope of the services expected to be performed and by whom those services will be accomplished.

CURRENT WORKLOAD

Design Firm shall show the amount of work currently under contract with other clients and how that relates to current staff as well as how this proposed additional work will affect the efficiency of the firm.

REFERENCES

Proposals shall include company/agency names, contacts, phone numbers, and detailed description of similar work for at least five (5) references. The Owner may contact all listed references as well as any other clients listed in the proposal.

ESTIMATION OF COSTS

No billing information is required with the initial submittal. Engineering Firms will be evaluated for qualifications based on submitted information, interviews, and other information gathered during the process. After initial review and ratings from the Owner's Consultant Evaluation Committee, contract negotiations with the selected Engineering Firms will include establishment of billing rates and "not to exceed" ceilings. If those negotiations fail to result in a contract that is acceptable to the Consultant Evaluation Committee, that Engineering Firm will be dismissed. The next qualified Design Firm will be called in for negotiations, and this process continued until an acceptable contract is negotiated.

SUBMISSION SIZE

For submission of qualifications, less is better than more. Please keep resumes for each team member to one page each and show enough relevant information for the Engineering Firm qualifications for the Owner to make an informed decision. Approximately 25 total pages for the qualifications should be sufficient. Font shall be minimum 10pt.

SELECTION CRITERIA AND PROCESS

SELECTION PROCESS

The Owner has adopted TDOT's Consultant Selection Policy therefore this will be a qualifications-based selection process. The Owner, through a Consultant Evaluation Committee, will evaluate the qualifications for those submitting responses and shall select one Engineering Firm or Team with which to attempt negotiations for the contract or request further evaluation by interview. Teams shall be limited to two individual engineering firms. The successful Engineering Firm or team must have a certified materials testing laboratory within forty-five (45) minutes of the Owner's city limits. Each Engineering Firm from which a response was received will be informed of their success or failure after the initial evaluation. The factors that will be considered in evaluation of proposals are:

- a. Responsiveness to the RFQ (15%)
- b. Experience and Qualifications of Firm (20%)
- c. Experience and Qualifications of Individual Staff Members (25%)
- d. Demonstrated evidence that the Engineering Firm understands the project purposes and requirements (20%)
- e. Engineering Firm's approach to the project (10%)
- f. Demonstrated ability to meet schedules and work efficiently without compromising sound engineering practice (5%)
- g. Amount of work under contract with other clients (5%)

Post-proposal interviews may be utilized as the final step in selecting the Engineering Firm. To be responsive, the proposal team must make themselves available for an interview either in person or by conference call at the time offered.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed, or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond to all advertisements by the City of Sevierville, Tennessee.

CLARIFICATIONS AND QUESTIONS

Please submit your questions by email to Lucas Muñasque, Asst. Project Manager, at Imunasque@seviervilletn.org.

FORMAT AND NUMBER OF COPIES

Engineering Firms must submit the original and two (2) copies as well as one electronic copy via enclosed flash drive (USB or USB 2.0) of their response to this RFQ in portable document format (PDF). It is preferred that submissions be formatted on 8½ x 11 paper.

SELECTION SCHEDULE

The Owner anticipates that an Engineering Firm will be selected within one (1) month of the deadline for submission of proposals and a contract for services will be negotiated and executed within one (1) months of the deadline for submission of proposals. The Engineering Firm will be expected to commence its services immediately upon contract execution, depending upon the Owner's budgeting process.

GENERAL CONDITIONS

The Owner reserves the right to:

- Waive minor irregularities.
- Modify or cancel the selection process or schedule at any time.
- Negotiate with the second choice Engineering Firm if it is unable to negotiate an acceptable contract with the first choice Design Firm within a reasonable period of time.
- Reject any and all submissions and to issue a new request for qualifications when it is in the best interest of the Owner to do so.
- Seek any clarification or additional information from Engineering Firms as is deemed necessary to the evaluation of a response.
- Judge the veracity, substance, and relevance of the Engineering Firm's written or oral presentations, including seeking and evaluating independent information on any of the Engineering Firm's work cited as relevant experience.
- Contract with separate entities for various components of the services.

CONTRACT TERMS

No proposal will be finally accepted, and no agreement will be binding on Owner, until Owner and the Engineering Firm have signed a written contract containing all terms of the agreement between Owner and the Engineering Firm. The selected Engineering Firm will be responsible for providing a contract for services to the Owner. The contract will be based on the proposal that is most beneficial to Owner and best suits the needs of Owner.

OBLIGATION OF PROPOSING COMPANY

At the time of the opening of proposals, each Engineering Firm will be presumed to have read and to be thoroughly familiar with the proposal requirements. The failure or omission of any Engineering Firm to examine all the forms, instruments, and documents shall in no way relieve the Engineering Firm from any obligation in respect to a proposal.

EXPENSES INCURRED

This invitation does not commit the Owner to award a contract agreement. Nor shall the Owner be responsible for any cost or expense incurred by any Engineering Firm in preparing and submitting a proposal, nor for any cost or expense incurred by any Engineering Firm prior to the execution of a contract agreement. The Owner reserves the right to require any or all Engineering Firms to appear for interviews and/or oral presentations at no cost to the Owner.

NOTICE OF ACCEPTANCE AND EXECUTION OF CONTRACT

Upon the acceptance of the proposal, a letter of notice will be sent via email to the successful Engineering Firm. The successful Engineering Firm will be responsible for preparing an electronic standard contract for services and forwarding it to the Owner for review. Following acceptance of the proposal and receipt of the letter of notice, the Engineering Firm shall be issued a Notice to Proceed with work described within the contract via email. Award of this contract does not obligate the Owner to request work during the period of time of the agreement.

ENGINEERING FIRM'S AGREEMENT

By the submission of their proposal, each Engineering Firm shall be deemed to have agreed that this request and the contract documents referred to in the Contract Form are by this reference made a part of their proposal; that they will not withdraw their proposal during the period of time from the proposal opening until thirty (30) days thereafter.

PAYMENT

The Engineering Firm will invoice the City of Sevierville on a monthly basis for services provided under this contract. Invoices shall be in accordance with the unit prices set forth in the schedule contained in the contract. Payment will be made within twenty (20) working days after receipt of acceptable itemized and certified invoices for services rendered.

DURATION OF CONTRACT

The time frame of the contract will be set forth in the contract agreed upon by the Owner and Engineering Firm. It is the intent of award to span multiple years at fixed unit prices. Upon faithful completion of the initial contract, the Engineering Firm will be given the option to extend their relationship with the Owner via secondary contract. If, at any time, the successful Engineering Firm fails to meet the requirements of the contract or expectations of the Owner, the Owner reserves the right to terminate the contract and seek another Engineering Firm capable of rendering adequate services. Included will be the option to assess liquidated damages for failure to deliver the report within the mutually agreed time period.

TITLE VI, VENDOR INFORMATION, W-9, AND DRUG-FREE WORKPLACE

Each Engineering Firm must fill out and return the attached Title VII Information sheet, Vendor Information sheet, and W-9 form as a part of the proposal package.

If awarded this contract agreement the Design Firm must comply with the following:

- 1) All Engineering Firms shall be licensed as required by the State of Tennessee and all local codes and ordinances applicable to their work.
- 2) All Engineering Firms are required to include in the proposal an affidavit attesting that effective no later than proposal date, Engineering Firms operate a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101 through 50-9-144 OR a program at least as stringent as the program operated by the City of Sevierville.

The City of Sevierville operates a drug-free workplace program that complies with the above-referenced law. The City of Sevierville performs drug or alcohol tests at the following times: a. Job Application b. Reasonable Suspicion c. Post-Accident d. Routine Fitness for Duty e. Follow-up f. Random. All testing and specimen-handling procedures conform to the standards of the U.S. Department of Transportation guidelines. A Medical Review Officer (MRO) provides medical oversight to ensure appropriate processing and accurate interpretation of the results. Failure to submit to substance abuse testing or testing positive for prohibited drugs and/or alcohol may result in discipline up to and including termination.

For further information on the drug-free workplace program operated by the City, please contact Rebecca Nowack, Risk Manager, at (865) 868-0907.

INSURANCE COVERAGE REQUIREMENTS

These coverage requirements apply to the Design Firm and any subcontractors who may perform services under the contract.

Commercial General Liability Insurance - \$1,000,000 limit per occurrence for property damage and bodily injury. Coverage should be occurrence form.

Business Automobile Liability Insurance - \$1,000,000 limit per accident for property damage and personal injury.

Workers' Compensation and Employers' Liability Insurance - Workers' Compensation statutory limits as required by Tennessee law. This policy should include Employers' Liability coverage for \$1,000,000 per accident.

Professional Liability Insurance - \$1,000,000.

CONDITIONS FOR ALL COVERAGES

Additional Insured: The City of Sevierville, its Board of Mayor and Aldermen, and all officers, employees, agents, representatives, boards, commissions, committees' and volunteers will be covered as Additional Insured respecting: liability arising out of activities performed by or on behalf of the Engineering Firm; products and completed operations of the Engineering Firm; premises owned, leased or used by the Engineering Firm, or premises on which Engineering Firm is performing services on behalf of City. The coverage will contain no special limitations on the scope of protection afforded to the Owner. This clause does not apply to Workers' Compensation Insurance.

Notice of Cancellation or Non-renewal: Each insurance policy required by this clause will be endorsed to state that coverage will not be suspended, voided, cancelled, reduced in coverage, or in limits except after thirty (30) days prior written notice has been given to the City's Risk Coordinator.

Acceptability of Insurers: Insurance will be placed with financially sound Tennessee admitted insurers (Best's rating of A or better) or other insurers approved by the City's Risk Manager: Rebecca Nowack, Risk Manager, at (865) 868-0907

Certificates of Insurance: Engineering Firms will furnish the City with certificates of insurance with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City's Risk Manager before work commences. The certificates of insurance should be directed to Rebecca Nowack at rnowack@seviervilletn.org and must also be accompanied by a copy of the Notice of Bid Award Letter.

Defense, Indemnification and Hold Harmless Agreement: Engineering Firms hereby agree to indemnify, defend and hold harmless the City from any and all loss, damage, cost, expense, liability, claims, demands, suits, fines, penalties, attorney's fees, and judgments, whether civil or criminal, arising directly or indirectly from or in any manner related to the work, project, event or other purposes, regardless of the active or passive nature of any negligence by the City. Engineering Firms will not be responsible if liability arises from the sole negligence of the City. Engineering Firms will pay the City for any costs incurred in enforcing Design Firms' obligations to indemnify.

IRAN DIVESTMENT ACT

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to § 12-15-106.

END OF SECTION

AFFIDAVIT REGARDING DRUG-FREE WORKPLACE PROGRAM

STATE OF _____

COUNTY OF _____

The undersigned, having been duly sworn, deposes and says as follows:

1. I am over 18 years of age, and I have personal knowledge of the matters stated herein.
2. I am the _____ of _____ herein after referred
(Position) (Name of Company)
to as "the Engineering Firm".
3. As of the date of the submittal of its Proposal, the Engineering Firm has a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101, seq. OR a program at least as stringent as the program operated by the City of Sevierville.

Authorized Signature

Name (Printed)

Title

Date

Sworn to and subscribed before me, this _____ day of _____ 2024.

Notary Public Signature

Notary Public Printed Name

My commission expires: _____

TITLE VI INFORMATION

The City of Sevierville complies with all applicable federal and state civil rights laws, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000e.), and the City does not discriminate based on race, color, gender, religion, age or national origin. By virtue of submitting a response to this solicitation, bidders agree to comply with the same non-discrimination policy.

Bid Item/Project Name: _____

Bid Date: _____

*For Title VI compliance, we ask for voluntary disclosure of the following information for the majority owner of the business:

Gender: ___ Male ___ Female
Race: ___ Caucasian ___ African American
 ___ Other (please specify) _____

Company Name: _____



P.O. Box 5500
Sevierville, TN 37864-5500
865-453-5504 * Fax 865-453-5518

VENDOR INFORMATION FORM

Name: _____

Federal Tax ID Number: _____

Business License Number: _____

County and State of License: _____

Primary Business Address: _____

Primary Shipping Address: _____

Primary Remittance Address: _____

Phone Number: _____

Fax Number: _____

Contact Person: _____

Email Address: _____

Corporation, Sole Proprietor, or Partnership: _____

(If the business is a sole proprietor the owner's name): _____

If business license number is not available, please fill out the Business Tax & License Affidavit.

NEW VENDORS WILL BE ADDED AFTER RECEIPT OF THIS COMPLETED FORM AND VERIFICATION OF A CURRENT BUSINESS LICENSE. VENDORS WITHOUT A CURRENT BUSINESS LICENSE WILL NOT BE ACCEPTED. IT IS THE RESPONSIBILITY OF THE FINANCE DEPARTMENT TO ENTER AND UPDATE ALL VENDOR INFORMATION.

Revised 3/29/2021

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/> (Applies to accounts maintained outside the United States.)	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

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); and
- 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 for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

BUSINESS TAX & LICENSE AFFIDAVIT
Tennessee Code Annotated § 5-14-108(1)

The undersigned states that they have legal authority to swear this on behalf of _____,
Name of firm or individual

in violation of Tennessee Code Annotated § 5-14-108(1) which states, "*No purchase shall be made or purchase order or contract of purchase issued for tangible personal property or services by employees, acting in their official capacity, from any firm or individual whose business tax or license is delinquent.* "

Please check one of the following:

- ☐ Affiant affirms and warrants that their business license status is currently valid, and all appropriate Tennessee business taxes have been paid and are current as of the date of this affidavit.
- ☐ Affiant affirms and warrants that their business is exempt from obtaining a business license in the state of Tennessee.

BUSINESS

Signature: _____

Title: _____

Date: _____

Witness

Signature: _____

Date: _____