

**Bid Package  
for  
Fire Department Headquarters  
Traffic Signal Installation**



*City of Sevierville  
Public Works Department  
P. O. Box 5500  
Sevierville, TN 37864-5500  
Phone: (865) 868-1793  
Fax: (865) 453-5518  
Contact: Joseph Dodgen  
Email: [jdodgen@seviervilletn.org](mailto:jdodgen@seviervilletn.org)*

**April 2018**

## INFORMATION FOR BIDDERS

### RECEIPT AND OPENING OF BIDS

The City of Sevierville, Tennessee (herein called the "Owner") invites bids on the form(s) attached hereto for **Fire Department Headquarters Traffic Signal Installation**. The Owner will **RECEIVE BIDS UNTIL MAY 23 at 3:00 PM**, at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee, 37862, (Mailing address: P.O. Box 5500, Sevierville, Tennessee, 37864-5500). Bids will then be publicly opened and read aloud at Sevierville City Hall, 120 Gary Wade Boulevard, Sevierville, Tennessee. The envelopes containing the bids must be sealed, addressed to Tracy Baker, Assistant City Administrator, and must bear the following information:

Name of Bidder  
Bidder's Address  
Date and Time of Bid Opening  
Bid Enclosed: **Fire Department Traffic Signal Installation**

**Bidders must submit four (4) copies of the bid package.**

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof, and may waive any informality or reject any and all bids. Any bid received after the time and date specified shall not be considered.

### QUALIFICATIONS OF BIDDERS

The Owner may make such investigations as he/she deems necessary to determine the ability of the Bidder to supply the necessary services and equipment, and the Bidder 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 bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligation of the contract by supplying the services and equipment contemplated therein. Conditional bids will not be accepted.

### METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded the lowest base bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract; the contract will be awarded on the bid. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the lowest bid with such deductible alternates to produce a net amount, which is within the available funds. In case of error or discrepancy in the mathematics of the bid price, the unit prices shall prevail. Totals read at the opening of the bids are not guaranteed to be correct and no final award of the contract will be made until bids and extensions have been checked and re-checked.

The Owner reserves the right to determine the lowest qualified Bidder by research of qualifications of the Bidders. This may be done by means not limited to the following: past experience with the Bidder, interviews, submitted certifications, or research of other customers. Submitted costs may not determine the qualified bidder.

Only one (1) award will be made from this contract.

### OBLIGATION OF BIDDERS

At the time of the opening of bids, each Bidder will be presumed to have read and to be thoroughly familiar with the specifications. The failure or omission of any Bidder to examine all the forms, instruments, and documents shall in no way relieve the Bidder from any obligation in respect to his/her bid.

Addenda to the Bid Package must be acknowledged by all bidders. Failure to acknowledge receipt of Addendum Letters may be grounds for rejection.

Each Bidder is requested to fill out and return the attached Bid forms, Title VII Information, Affidavit Regarding Drug-Free Workplace Program form, vendor information sheet, and the W-9 as a part of the bid package.

Each bidder shall submit **four (4) copies** of the completed bid packet.

### VENDOR INFORMATION

Adequate vendor information shall be included with the bid for determination of meeting the specifications. Any exceptions shall be explained in writing and submitted as a part of the bid package.

### SHIPPING/DELIVERY

Any and all shipping and/or handling charges to be included in the lump sum total bid price.

### PAST EXPERIENCE

Unless a current contract holder with the City of Sevierville, bidders shall supply a list of all customers for which they have done similar work within the past twelve (12) months. The list shall include the name of a contact person and his/her telephone number.

### STORAGE OF EQUIPMENT

The successful Bidder will be responsible for providing a storage area for materials and equipment. City of Sevierville property or street rights-of-way shall not be used.

### TRAFFIC CONTROL

There is no specific Traffic Control Plan provided as part of the plans and specifications. When making traffic signal improvements or working within the ROW, proper temporary traffic control shall be required and shall be in compliance with *Part VI of the Manual on Uniform Traffic Control Devices (2009)* or latest edition as directed by the Owner. Before installation of any traffic control signing, device, or activity, the contractor must contact Frank Rogers, Sevierville Public Works Department, at (865) 429-4567. Traffic control devices shall not be displayed or erected unless related conditions are present necessitating warnings. The lump sum unit price for the Traffic Control shall include all associated costs for traffic control during the project.

### LICENSING AND CERTIFICATIONS

The successful Bidder must be a licensed contractor as required by the "CONTRACTOR'S LICENSING ACT OF 1976", and as passed by the 89th General Assembly of the State of Tennessee and as amended in succeeding Assemblies. The Contractor shall have the proper classifications of license as listed in the Rules of Tennessee Board for Licensing General Contractors-Chapter 0680-1.

Employees performing the work for the successful Bidder must be certified by the International Municipal Signal Association (IMSA), or work under the supervision of personnel with at least Traffic Signal Technician Level III certification by IMSA.

#### GENERAL TERMS AND CONDITIONS

All work performed during this contract shall be in accordance with Section 730 of the current edition of TDOT Standard Specifications for Road and Bridge Construction, chapter 9 of the current edition of TDOT Traffic Design Manual, and TDOT Roadway Design Standard Drawings TSG-1 through TSG-13.

Successful bidder will have 160 calendar days from notice to proceed to have all equipment installed.

#### PLANS AND SPECIFICATIONS

See attached Traffic Signal Upgrade Project Plans, by Cannon and Cannon, Inc. dated 11/30/17 for project detailed plans and specifications. All materials and installations shall meet the above referenced project plans and conform to all applicable ITE, TDOT, ADA, and MUTCD specifications. Successful Bidder must submit for approval to the Owner all shop drawings, manufacturer cut sheets, and details for all components proposed for installation.

#### INSTALLATION

Successful bidder is responsible for all equipment installations. Any and all installation charges shall be included in the unit prices submitted.

#### SUBCONTRACTS

Sections 105 and 108 of the Tennessee Department of Transportation Standard Specifications address the duties of the contractor and subletting of contracts.

#### 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.

#### INSURANCE COVERAGE REQUIREMENTS

These coverage requirements apply to the Contractor and any Sub-Contractors who may perform services on this project.

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

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.

## CONDITIONS FOR ALL COVERAGES

**Additional Insured:** The City of Sevierville, its Board of Mayor and Aldermen, officers, employees, agents, representatives, boards, commissions, committees, and volunteers (hereinafter referred to as Owner) are to be covered as additional insured respecting: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the Owner. The coverage shall contain no special limitations on the scope of protection afforded to the Owner.

**Notice of Cancellation or Non-renewal:** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Department Head granting this bid and/or to the Risk Manager for the Owner.

**Acceptability of Insurers:** Insurance is to be placed with financially sound Tennessee admitted insurers (Best's rating of A or better) or approved by Owner's Risk Manager. City of Sevierville Risk Manager: Jamie Tyler, phone 453-5504

**Certificates of Insurance:** Contractor shall furnish the Owner 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 Owner before work commences.

**Defense, Indemnification and Hold Harmless Agreement:** Contractor hereby agrees to indemnify, defend and hold harmless the Owner from any and all loss, damage, cost, expense, liability, claims, demands, suits, attorney's fees and judgments arising directly or indirectly from or in any manner related to the work, project, event or other purposes in connection with the Contractor's performance or failure to perform under the terms of this contract, regardless of the active or passive nature of any negligence by the Owner, except as otherwise expressly stated herein. Contractor shall not be responsible when such liability arises from the sole negligence of the Owner. Contractor shall pay Owner for any costs incurred in enforcing this provision.

**Utility Location:** Contractor shall be responsible for performing utility location requirements by calling Tennessee One-Call service and any other applicable utility services. Contractor shall be responsible for all damage to any and all utilities.

**BID FORM FOR  
Fire Department Headquarters Traffic Signal Installation**

Company: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

Business License # \_\_\_\_\_ City: \_\_\_\_\_

***Bid Prices***

Item	Description	Total
1.	Total from Exhibit 1	\$

It is further understood and agreed by the undersigned in submitting this proposal that the Owner reserves the following rights and privileges:

- a. To accept or reject any or all bids, and/or waive any of the informalities in the bidding.
- b. To reject all items of equipment and materials which do not conform to or exceed these specifications, without altering bid price of this proposal.
- c. To re-bid anytime during the term of the contract.

**Note:** Bidders shall not add any conditions or qualifying statements to this bid, except as provided herein, as otherwise the bid may be declared irregular as not being responsive to the Advertisement for Bids.

If you have questions regarding the specifications contained in this bid package, please contact:

Joseph Dodgen  
Public Works Department  
310 Robert Henderson Rd.  
P.O. Box 5500  
Sevierville, TN 37864  
Phone: 868-1793 Fax: 453-5518  
[jdodgen@seviervilletn.org](mailto:jdodgen@seviervilletn.org)

Bid Submitted by:

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Authorized Signature

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Name (Printed)

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Title

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Date

## 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 VII 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: \_\_\_\_\_



***Tennessee Drug Policy Requirements for Construction Contracts***

- 1) The following requirement applies to all construction contract bidders having 5 or more employees. Bidder is required to include in bid an affidavit attesting that effective no later than bid date, bidder operates a drug-free workplace program that complies with the requirements of Tennessee Code Annotated Section 50-9-101 through 50-9-114 OR a program at least as stringent as the program operated by the City of Sevierville.
  
- 2) 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 assure 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 program operated by the City of Sevierville, please call Jamie Tyler, Risk Manager, at (865) 453-5504.



**VENDOR INFORMATION FORM**

Name: \_\_\_\_\_

Federal Tax ID Number: \_\_\_\_\_

Business License Number: \_\_\_\_\_

County and State of License: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Shipping 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): \_\_\_\_\_

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. THANK YOU.

Revised 1/22/2015

**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)

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Business name/disregarded entity name, if different from above

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Check appropriate box for federal tax classification:

Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  Exempt payee

Other (see instructions) ▶ \_\_\_\_\_

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

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City, state, and ZIP code

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List account number(s) here (optional)

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Requester's name and address (optional)

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**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-				

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								
				-				

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

### Exhibit 1 – Supplemental Bid Sheets

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	TOTAL PRICE
209-03.20	FILTER SOCK (8 INCH)	575	LF		
209-05	SEDIMENT REMOVAL	5	CY		
209-09.43	CURB INLET PROTECTION (TYPE 4)	7	EACH		
712-01	TRAFFIC CONTROL	1	LS		
713-16.20	SIGNS (R10-13)	2	EACH		
713-16.21	SIGNS (R10-6)	2	EACH		
716-02.05	PLASTIC PAVEMENT MARKING (STOP LINE)	72	LF		
716-08.06	REMOVAL OF PAVEMENT MARKING (TURN LANE ARROW)	2	EACH		
717-01	MOBILIZATION	1	LS		
730-02.01	SIGNAL HEAD ASSEMBLY (110)	2	EACH		
730-02.09	SIGNAL HEAD ASSEMBLY (130 WITH BACKPLATE)	4	EACH		
730-03.21	INSTALL PULL BOX (TYPE B)	6	EACH		
730-05.01	ELECTRICAL SERVICE CONNECTION	1	EACH		
730-08.02	SIGNAL CABLE - 5 CONDUCTOR	880	LF		
730-08.03	SIGNAL CABLE - 7 CONDUCTOR	265	LF		
730-12.02	CONDUIT 2" DIAMETER (PVC)	480	LF		
730-12.13	CONDUIT 2" DIAMETER (JACK AND BORE)	290	LF		
730-13.08	VEHICLE DETECTOR (PREEMPT - INSTALL ONLY)	2	EACH		
730-13.10	VEHICLE DETECTOR (RACK MOUNT)	1	EACH		
730-14.01	SHIELDED DETECTOR CABLE	40	LF		
730-14.02	SAW SLOT	330	LF		
730-14.03	LOOP WIRE	855	LF		
730-15.07	CABINET (MCCAIN BACKPACK - INSTALL ONLY)	1	EACH		
730-23.80	CANTILEVER SIGNAL SUPPORT (1 ARM @ 40')	2	EACH		
730-26.07	FLASHING WARNING BEACON (EMERGENCY SIGNAL)	2	EACH		
				TOTAL	

(Transfer this total to Page 6)